



**Multnomah County Oregon**

## **Board of Commissioners & Agenda**

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### **BOARD OF COMMISSIONERS**

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**OCTOBER 26 & 28, 2004**

### **BOARD MEETINGS**

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

Pg 2	9:30 a.m. and 1:30 p.m. Tuesday Update on Budget Priority Setting Process
Pg 2	9:00 a.m. Thursday Planning for Area 93 (Bonny Slope)
Pg 3	9:45 a.m. Thursday Honoring Veteran's Day
Pg 3	10:00 a.m. Thursday Library Systems Audit
Pg 3	10:15 a.m. Thursday Approving Continuation of Career Pathway Technology Project
Pg 4	10:20 a.m. Thursday Approving Operating Engineers Local 701; Electrical Workers Local 48; and Local 1094 Contracts
Pg 4	10:30 a.m. Thursday Update on Budget Priority Setting Process

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Friday, 11:00 PM, Channel 30

Saturday, 10:00 AM, Channel 30

Sunday, 11:00 AM, Channel 30

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Tuesday, October 26, 2004 - 9:30 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **BOARD BRIEFING**

- B-1 Update on Budget Priority Setting Process. Presented by Dave Boyer, Karyne Dargan, Mark Campbell and Public Strategies Group. 2.5 HOURS REQUESTED.
- 

Tuesday, October 26, 2004 - 1:30 PM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **BOARD BRIEFING**

- B-2 Update on Budget Priority Setting Process. Presented by Dave Boyer, Karyne Dargan, Mark Campbell and Public Strategies Group. 2.5 HOURS REQUESTED.
- 

Thursday, October 28, 2004 - 9:00 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **BOARD BRIEFING**

- B-3 Comprehensive Planning for Area 93 (Bonny Slope). Presented by Karen Schilling, Sandra Duffy, Rod Monroe, and Steve Dotterer. 45 MINUTES REQUESTED.
- 

Thursday, October 28, 2004 - 9:45 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **REGULAR MEETING**

**CONSENT CALENDAR - 9:45 AM**

## **NON-DEPARTMENTAL**

- C-1 Appointment of Mark Stevens and Reappointments of John Bisenius, Shawn Baird, Tim Fleischmann, Chris Thomas, John Stouffer and Laurie Ringlin to the Multnomah County CONTRACT AND COMPLIANCE RATE REGULATION COMMITTEE

## **DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES**

- C-2 RESOLUTION Authorizing Private Sale of Certain Tax Foreclosed Property to CLEMENTE BENITEZ & TERESA BENITEZ
- C-3 Amendment to Government Revenue Contract (190 Agreement) 4600003710 with the City of Gresham, Regarding the Traffic Signal System Improvement Phases 3A and 3B
- C-4 Amendment 1 to Government Revenue Contract (190 Agreement) 0310531 with the Oregon Department of Transportation for the Sandy Boulevard – Bridge Street (UPRR Under Xing) (Known as 223rd Avenue Railroad Under Crossing) Preliminary Engineering and Right of Way Acquisition

## **REGULAR AGENDA - 9:45 AM**

## **PUBLIC COMMENT - 9:45 AM**

Opportunity for Public Comment on non-agenda matters. Testimony is limited to three minutes per person. Fill out a speaker form available in the Boardroom and turn it into the Board Clerk.

## **NON-DEPARTMENTAL - 9:45 AM**

- R-1 PROCLAMATION in Observance of Veterans' Day November 11, 2004, Honoring County Employees who are Veterans or are Currently Serving in the Military, Reserves or National Guard
- R-2 October 2004 Library Systems Audit. Presented by Suzanne Flynn, LaVonne Griffin-Valade and David Rohrer.
- R-3 RESOLUTION Approving the Continuation of the Career Pathway Technology Project (Continued from 10/07/04)

## **DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES - 10:20 AM**

- R-4 RESOLUTION Approving the 2004-2007 Labor Agreement Between Multnomah County and the International Union of Operating Engineers Local 701 AFL-CIO
- R-5 RESOLUTION Approving the 2004-2007 Labor Agreement Between Multnomah County and the International Brotherhood of Electrical Workers Local 48, AFL-CIO
- R-6 RESOLUTION Approving the 2004-2007 Labor Agreement Between Multnomah County and the International Union of Painters and Allied Trades District Council 5, Local Union 1094 AFL-CIO

**DEPARTMENT OF COUNTY HUMAN SERVICES - 10:25 AM**

- R-7 NOTICE OF INTENT to Apply for Safe and Drug Free Schools Project Grant
- 

Thursday, October 28, 2004 - 10:30 AM  
**(OR IMMEDIATELY FOLLOWING REGULAR MEETING)**  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

**BOARD BRIEFING**

- B-4 Update on Budget Priority Setting Process. Presented by Dave Boyer, Karyne Dargan, Mark Campbell and Public Strategies Group. 2 HOURS REQUESTED.





## Diane M. Linn, Multnomah County Chair

### MEMORANDUM

**TO :** Board of County Commissioners  
Deb Bogstad, Board Clerk  
**FROM:** Delma Farrell  
**DATE :** October 20, 2004  
**RE :** Chair Late for Board Meeting

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Chair Linn had a prior commitment that could not be rescheduled when the Board meeting was moved to a 9:00am start time. She will miss the first 15-30 minutes of the October 28, 2004 Board meeting.



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501 SE Hawthorne Blvd., Suite 600, Portland, Oregon 97214  
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189  
UNION LABEL

## AGENDA PLACEMENT REQUEST

BUD MOD #:

**Board Clerk Use Only:**

**Meeting Date:** October 28, 2004

**Agenda Item #:** B-3

**Est. Start Time:** 9:00 AM

**Date Submitted:** 10/20/04

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**Requested Date:** October 28, 2004

**Time Requested:** 45 minutes

**Department:** Non-Departmental

**Division:** Commissioner Maria Rojo de Steffey

**Contact/s:** Shelli Romero

**Phone:** 503) 988-4435

**Ext.:** 84435 **I/O Address:** 503/6

**Presenters:** Karen Schilling, Multnomah County Land Use and Transportation Division  
Sandy Duffy, Multnomah County Attorney's Office  
Metro Councilor Rod Monroe and Metro staff members  
Steve Dotterer and staff representing the City of Portland

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**Agenda Title:** Comprehensive Planning for Area 93 (Bonny Slope) Briefing

**NOTE:** If Ordinance, Resolution, Order or Proclamation, provide exact title.  
For all other submissions, provide clearly written title.

- 
- 1. What action are you requesting from the Board? What is the department/agency recommendation?** No action. Informational only.
  - 2. Please provide sufficient background information for the Board and the public to understand this issue.** Multnomah County has been contacted by METRO requesting that we allow METRO to assume the responsibility for the comprehensive planning for this area known as the Bonny Slope area.

Multnomah County's Division of Land Use and Transportation sent a letter in September of 2004 asking for an amendment – an extension to the timeframe for completing the planning (due in March of 2005) or that the City of Portland be allowed to do the urban planning as the City is responsible for Areas 89 and 94 and could do Area 93 in addition. The City has not agreed to do this but may if requested.

The purpose of this briefing is to understand the policy implications in order to grant planning ability to METRO or to ask Portland to do it. The residents in these areas are concerned with how this issue moves forward.

**3. Explain the fiscal impact (current year and ongoing). N/A**

**NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.**

**If a budget modification, explain:**

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:**

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

**If grant application/notice of intent, explain:**

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

**4. Explain any legal and/or policy issues involved.** Clarification of METRO's letter is necessary to determine if METRO would only be responsible for the required Title 11 planning or if they would complete planning through the implementation phase so that an implementing jurisdiction could adopt codes and zoning. Title 11 only requires a jurisdiction to complete the concept level planning by a given date. Subdividing land and developing it can only occur after the development phase.

Multnomah County will also need to work with other jurisdictions to explore how roads, sewer and water services will be provided along with fire, police and schools and the conditions whereby a jurisdiction would agree to provide such services.

A legal agreement may be in order to between the County and the identified jurisdiction that will provide such services to allow for the permitting and development review in the urban pockets.

By using the Portland agreement as a model, Multnomah County could anticipate adopting another jurisdiction's code and amendments as we do with Portland. The minimum cost per amendment to the County is \$300 per amendment for newspaper ad and staff time. The cost and impact to staff time would need to be taken into consideration. The City of Portland's concern is that they question their ability to conduct urban service planning for an area that is not contiguous to the city boundary.

Multnomah County also needs to examine whether we are going to get back into the urban planning business contrary to Resolution A. The County should agree on the planning authority before moving forward with the concept planning and implementation phase.

5. **Explain any citizen and/or other government participation that has or will take place.** Commissioner Rojo de Steffey and Commissioner Naito have received correspondence from constituents and their legal representatives on this issue. The Forest Park Neighborhood Association has expressed their interest in seeing this issue resolved as soon as possible.

**Required Signatures:**

**Department/Agency Director:** \_\_\_\_\_



**Date:** 10/20/04

**Budget Analyst**

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

**Date:**

**Dept/Countywide HR**

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

**Date:**

**BOGSTAD Deborah L**

**From:** ROMERO Shelli D  
**Sent:** Wednesday, October 13, 2004 2:09 PM  
**To:** BOGSTAD Deborah L  
**Subject:** FW: Planning for "Area 93"

Deb: below is information on Area 93 – I am going to work on lining up speakers from our County LUT, the City and METRO on this issue.

Shelli Romero  
Office of Commissioner Maria Rojo de Steffey  
Multnomah County - District 1  
501 SE Hawthorne Blvd, Suite 600  
Portland, OR 97214  
(503) 988-4435 phone  
(503) 988-5440 fax  
[Shelli.D.Romero@co.multnomah.or.us](mailto:Shelli.D.Romero@co.multnomah.or.us)  
Se habla espanol

-----Original Message-----

**From:** ROJO DE STEFFEY Maria  
**Sent:** Wednesday, October 13, 2004 9:27 AM  
**To:** LINN Diane M; CRUZ Serena M; NAITO Lisa H; ROBERTS Lonnie J  
**Cc:** BALL John; CARROLL Mary P; NAITO Terri W; WALKER Gary R; ROMERO Shelli D; SCHILLING Karen C; ABRAHAMSON Ed; 'monroer@metro.dst.or.us'; 'bragdond@metro.dst.or.us'  
**Subject:** Planning for "Area 93"

We've all received a copy of a letter sent to Diane Linn from Rod Monroe requesting that we allow Metro to assume the responsibility for the comprehensive planning for this area know as the Bonny Slope area.

Karen Schilling sent a letter to Metro on September 23, asking for an amendment. She asked for an extension to the time frame for completing the planning (due in March of 2005) or that the City of Portland be allowed to do the urban planning as the city is responsible for Areas 89 and 94 and could do 93 in addition. The City has not agreed to do this but may if requested.

I think we need a briefing on this issue in order to grant planning ability to Metro or to ask Portland to do it. The residents in these areas are concerned about how this moves forward.

I've asked Shelli to schedule a briefing as soon as possible and we will invite the appropriate Metro staff to join us.

Maria Rojo de Steffey  
Multnomah County Commissioner  
501 SE Hawthorne #600  
Portland, Oregon 97214  
503-988-5220



**METRO**

October 7, 2004

Diane Linn, Chair  
Board of Commissioners for  
Multnomah County  
501 SE Hawthorne Boulevard, Suite 600  
Portland, OR 97214

RECEIVED  
OCT 09 2004

DIANE LINN  
MULTNOMAH COUNTY CHAIR

Re: Urban Planning for Bonny Slope  
(Metro Urban Growth Area 93)

Dear Chair Commissioner Linn:

As you know, in December of 2002 Metro made significant additions of land to the Urban Growth Boundary. Among the parcels of land which we added was Metro Study Area 93, 160 acres of exception land on the far western edge of Multnomah County, commonly known as the Bonny Slope area.

Since Area 93 is in an unincorporated area of Multnomah County, we included a provision in the Ordinance that required the County to complete the Title 11 planning within two years of the March 5, 2003, effective date.

More than 18 months of the two-year planning period have now elapsed and Metro has come to appreciate the difficulty that the planning requirement imposes on the County. I am aware that the County does not maintain an urban planning staff and does not have the financial resources to do so solely for the purpose of planning Area 93.

Metro brought Area 93 into the UGB because we need land for housing near the jobs in Washington County. We also need to minimize the pressure on farmlands by utilizing existing exceptions land for urban development. Area 93 is bordered by dense housing development on several sides and developers are ready to move forward with building in the area if the planning and zoning can be completed. Metro does not want to lose the land for higher density housing if the owners in the area decide to sell their 2 to 5 acre parcels as large lots for a single house if the planning process is delayed for too much longer.

Given the County's circumstances and Metro's interest in furthering our regional housing policy by moving forward with development of Area 93, and in the spirit of finding a solution to the problem, I propose that Metro assume the responsibility for the comprehensive planning. Metro would work in consultation with the County and the various districts that will serve the area. This process will facilitate getting the plan through Metro's review and approval process and back to the County for inclusion in the County plan and adoption of new zoning for the area.

Diane Linn, Chair  
Board of Commissioners for  
Multnomah County  
October 7, 2004  
Page 2

The estimated cost of outside consultants and staff to prepare the required concept plans will be in the range of several hundred thousand dollars. The representatives of the property owners within Area 93 have assured me that the property owners who will benefit from this effort will pay the associated costs.

I also believe that urban services to Area 93 can be provided by Washington County based service districts. The benefited property owners can and will pay the capital costs of needed roads, sewer and water service.

If the County is willing to consider this approach, I will seek Metro Council approval. I believe the result we can achieve through this approach is in the best interests of all.

I hope this approach will help the County and Metro move forward on this project.

Very truly yours,

  
Rod Monroe

cc: David Bragdon, Metro Council President  
Metro Councilors:  
Rod Park Rex Burkholder  
Carl Hosticka Susan McLain  
Brian Newman  
Michael Jordan, Metro Chief Operating Officer  
Andy Cotugno, Metro Planning Director



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

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Land Use and Transportation Program  
1600 SE 190<sup>th</sup> Avenue  
Portland, Oregon 97233-5910  
(503) 988-3043

September 23, 2004

Mary Weber  
Community Development Manager  
Regional Planning Division  
Metro

600 NE Grand Avenue  
Portland, OR 97232-2736

Subject: Request for Metro to amend a condition within the Ordinance that added "Area 93" to the UGB

Dear Ms. Weber:

This letter is a request for Metro to amend the 2002 Ordinance in regard to the condition on Title 11 tasks for "Area 93" specifically the subject condition found in Metro Ordinance No. 02-969B in Exhibit M, part II., N, "Conditions on Addition of Land to UGB," adopted December 5, 2002. We have outlined our concerns below and we would like to meet with you to discuss these alternatives.

The County has had numerous discussions with potential partners, including representatives from Metro, the City of Portland, Washington County, and the City of Beaverton. These meetings have tried to find a solution to the question of who might conduct Title 11 urban planning for Area 93 by the March 2005 deadline.

The unexpected assignment by Metro in December 2002 for Multnomah County to provide urban planning services (Title 11 planning) caught us by surprise since the UGB expansion proposal prior to adoption listed Area 93 as "not likely to urbanize". Further, Area 93 was not part of any recommendation for inclusion into the UGB from Metro staff or the Executive Officer. Both of those items led Multnomah County staff to conclude that the area was actually unlikely to be considered for inclusion in the UGB. As far as we can determine, this area was proposed for addition to the UGB at the very last Council meeting without consultation with the County as to who would conduct the Title 11 planning.

Such lack of consultation with Multnomah County appears to violate Metro's own requirement to consult with affected local governments to determine which local government shall adopt comprehensive plan amendments for the area consistent with requirements of the Urban Growth Management Functional Plan (Metro Code Chapter 3.07) and in particular, Title 11 thereof (Metro Code Section 3.07.1110 et seq.). It is our understanding that this consultation is to occur prior to Metro designating a local jurisdiction for the Title 11 planning requirements. Metro's designation of Multnomah County to conduct Title 11 planning for this area is also problematic because Multnomah County determined two decades ago that provision of





"municipal" (urban) services, including urban planning services, would no longer be a function provided by Multnomah County – such services are more appropriately provided by city governments. Since Resolution A was adopted the County has eliminated urban planning services by transferring responsibility to the appropriate local jurisdiction.

Lastly, the addition of the west half of Area 93 by the Metro Council has put Multnomah County and the City of Portland in a predicament for which there is no easy answer. At this time, there is some question expressed by the city as to whether they can conduct urban service planning for an area that is not contiguous to the city boundary. The inclusion of Area 93 in the UGB has unfortunately created unrealistic expectations on the part of some of the property owners in the area as to how soon urban levels of development will occur. A change in the condition of the adopting Ordinance will help to clarify that misunderstanding.

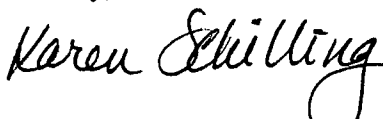
As such, Multnomah County respectfully requests that Metro reconsider the subject condition in the December 2002 Ordinance. We request that you consider either of the following amendments:

1. Extending the time frame for completing Title 11 planning until the easterly half of the original Area 93 (east half of the Bonny Slope subdivision) has also been added to the UGB. This action would make the entire area contiguous to the City of Portland and enable the city to do a more complete and logical urban planning analysis in relation to their service capabilities. While the city of Portland has not currently agreed to this proposal, it appears to resolve the legal concerns that the city has raised.
2. Mirroring the condition given to Areas 89 and 94 so that the city could do the urban planning for Area 93 along with their work in Areas 89 and 94. This alternative might allow implementation in the six years provided for Areas 89 and 94, but it would require further discussions with the city. It does not eliminate the city's legal concerns about taking planning responsibility for areas where intervening lands could not be annexed as they are not in the UGB.

The above suggestions are based upon conversations with City of Portland staff, since under the Multnomah/Portland IGA, the City of Portland appears to be the most likely jurisdiction to be the provider of urban services.

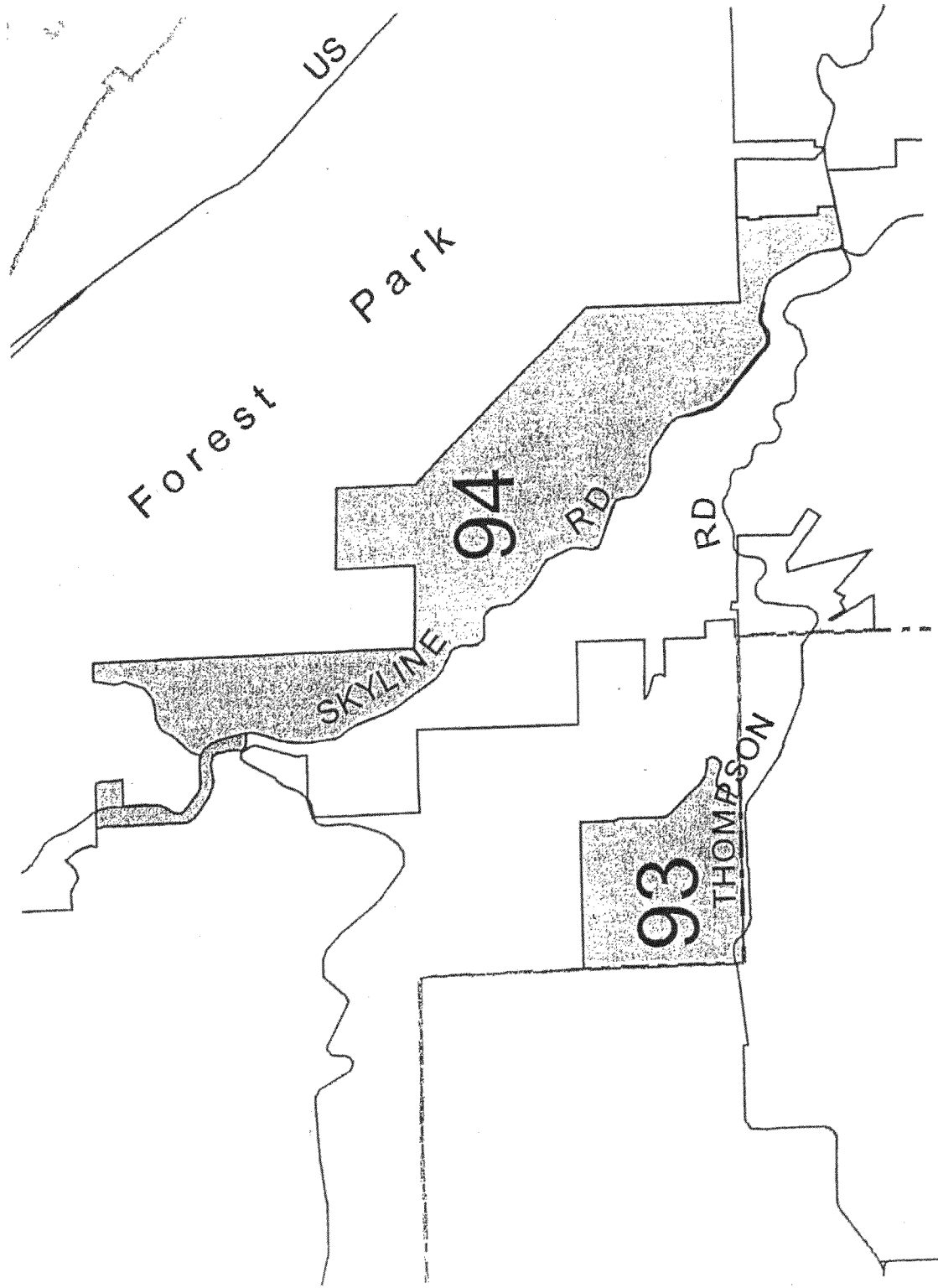
We look forward to your response and an opportunity to discuss these options further. We look for your support in modifying the original conditions in a way that allows local government to be responsive to Metro's direction.

Sincerely,



Karen Schilling, Planning Director

C: Steve Dotterer, City of Portland  
Andy Cotugno  
attachments: Map showing Areas 93 and 94



# AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** October 28, 2004

**Agenda Item #:** C-1

**Est. Start Time:** 9:45 AM

**Date Submitted:** 10/14/04

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**Requested Date:** 10/28/2004

**Time Requested:** N/A

**Department:** Non-Departmental

**Division:** Chair's Office

**Contact/s:** Chair Diane Linn

**Phone:** 53/988-3308

**Ext.:** 83308

**I/O Address:** 503/600

**Presenters:** Consent Calendar

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**Agenda Title:** Appointment of Mark Stevens and reappointments of John Bisenius, Shawn Baird, Tim Fleischmann, Chris Thomas, John Stouffer and Laurie Ringlin to the Multnomah County Contract Compliance and Rate Regulation Committee.

**NOTE:** If Ordinance, Resolution, Order or Proclamation, provide exact title.  
For all other submissions, provide clearly written title.

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1. **What action are you requesting from the Board? What is the department/agency recommendation?** Request the Board approve appointment of Mark Stevens and reappointments of John Bisenius, Shawn Baird, Tim Fleischmann, Chris Thomas, John Stouffer and Laurie Ringlin to the Multnomah County Contract Compliance and Rate Regulation Committee.
2. **Please provide sufficient background information for the Board and the public to understand this issue.** The Contract Compliance and Rate Regulation Committee (CCRRC) reviews the response times and other performance requirements of the ambulance service contract, makes recommendations to the County EMS Administrator, reviews all requests for rate adjustments and makes recommendations to the County EMS Administrator, and develops criteria to be used for rate adjustment decisions, to be approved by the Board of County Commissioners. There are eight members: 1) a person with expertise in ambulance operations; 2) an attorney with health care expertise; 3) a person in the business of health care administration or health care financing; 4) an accountant; 5) an EMS provider not regulated by subchapter §6.33.5110; 6) a citizen residing within Multnomah County; 7) a representative from the City of Gresham; 8) a representative from the City of Portland. Appointed to 4-year terms by the Board of County Commissioners upon recommendation of the EMS Administrator.

3. Explain the fiscal impact (current year and ongoing). No current year and/or ongoing fiscal impact.

**NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.**

**If a budget modification, explain:**

- ❖ What revenue is being changed and why?
  - ❖ What budgets are increased/decreased?
  - ❖ What do the changes accomplish?
  - ❖ Do any personnel actions result from this budget modification? Explain.
  
  - ❖ Is the revenue one-time-only in nature?
  - ❖ If a grant, what period does the grant cover?
  - ❖ When the grant expires, what are funding plans?
- NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:**

- ❖ Why was the expenditure not included in the annual budget process?
  
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
  
- ❖ Has this request been made before? When? What was the outcome?

**If grant application/notice of intent, explain:**

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved. No legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place. NA

**Required Signatures:**

**Department/Agency Director:**



**Date: 10/14/2004**

## AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** October 28, 2004

**Agenda Item #:** C-2

**Est. Start Time:** 9:45 AM

**Date Submitted:** 09/30/04

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**Requested Date:** October 28, 2004

**Time Requested:** N/A

**Department:** DBCS

**Division:** Tax Title

**Contact/s:** Gary Thomas

**Phone:** 503-988-3590

**Ext.:** 22591

**I/O Address:** 503/4 Tax Title

**Presenters:** Consent Calendar

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**Agenda Title:** Resolution Authorizing the Private Sale of Certain Tax Foreclosed Property to CLEMENTE BENITEZ AND TERESA BENITEZ

**NOTE:** If Ordinance, Resolution, Order or Proclamation, provide exact title.  
For all other submissions, provide clearly written title.

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**1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Tax Title Section is requesting the Board to approve the private sale of one tax foreclosed property to CLEMENTE BENITEZ AND TERESA BENITEZ. The Department of Business and Community Services recommends that the private sale be approved.

**2. Please provide sufficient background information for the Board and the public to understand this issue.**

The subject property is a strip approximately 15' x 70±' that came into Multnomah County ownership through the foreclosure of delinquent property tax liens on June 18, 1976. The strip is located between two houses located at 111 SE 155<sup>th</sup> Place and 116 SE 154<sup>th</sup> Ave. The parcel is currently vacant and in undeveloped yard area. A fence is located along the east line of the backyard of 111 SE 155<sup>th</sup> Place. We propose to enter into a private sale with the property owner at 116 SE 154<sup>th</sup> Ave. The purchase of this parcel will allow them to incorporate the balance of their backyard into it.

The attached Exhibit A, a plat map shows the location of the property. The attached Exhibit B is an aerial photo that shows the location of the strip of property in relation to yard area of the property owner who is requesting to purchase it.

Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident the shape and size of the property, approximately 871 square feet, and its location make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.

3. **Explain the fiscal impact (current year and ongoing).**  
The Private Sale will allow for a recovery of the delinquent taxes, fees, and expenses (see Exhibit C).
4. **Explain any legal and/or policy issues.**  
No legal issues are expected. The parcel will be sold "As Is" without guarantee of clear title.
5. **Explain any citizen and/or other government participation that has or will take place.**  
No citizen or government participation is anticipated.

**Required Signatures:**

**Department/Agency Director:**

*Robert A. Maestre*

**Date:** 09/30/04

**Budget Analyst**

**By:**

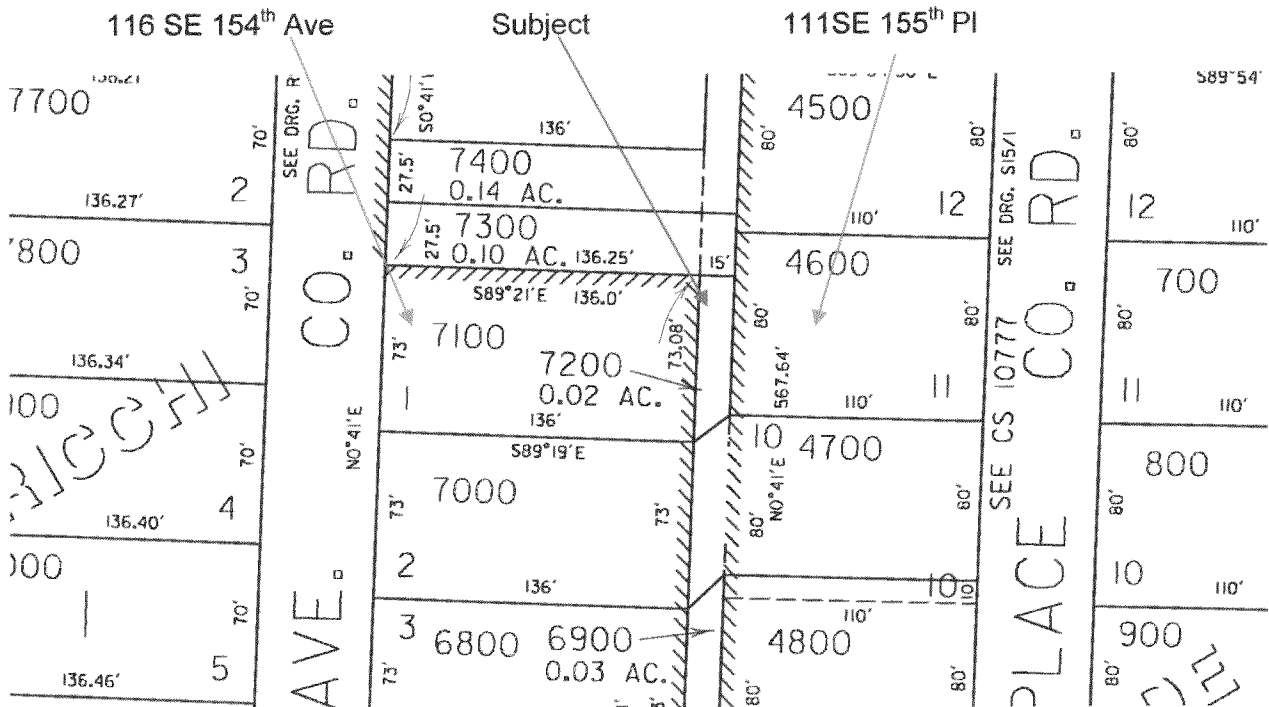
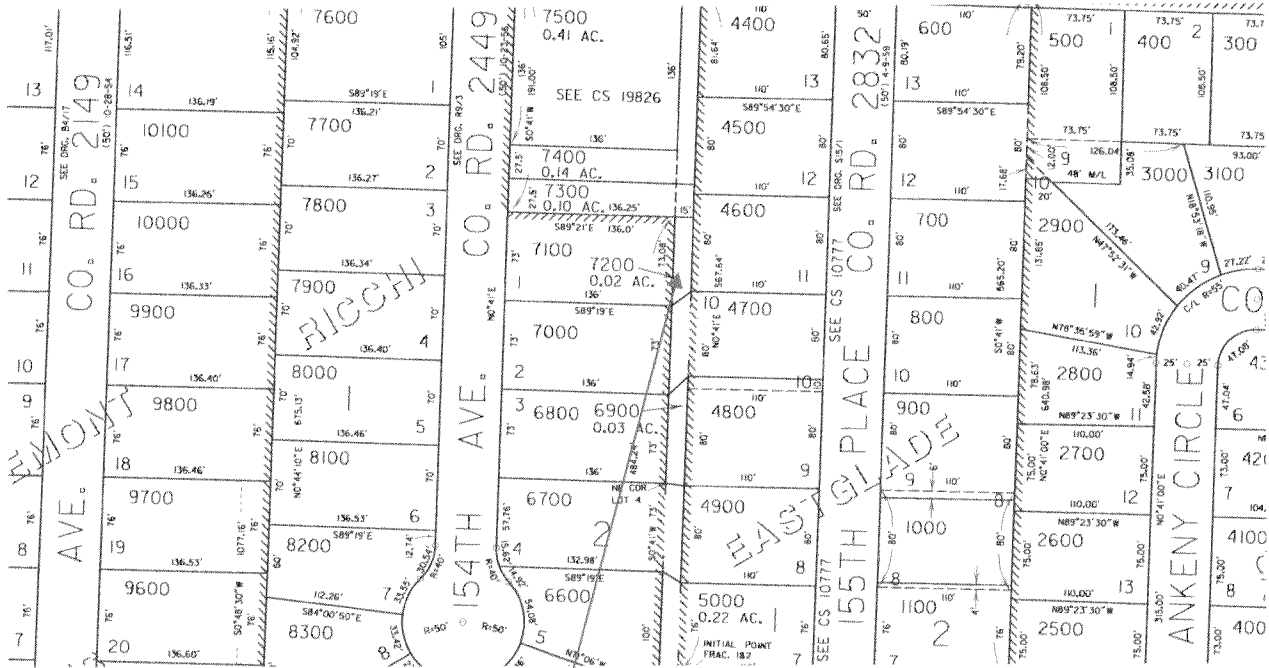
**Date:**

**Dept/Countywide HR**

**By:**

**Date:**

# EXHIBIT A



## EXHIBIT B



Subject



**EXHIBIT C**  
**PROPOSED PROPERTY LISTED FOR PRIVATE SALE**  
**FISCAL YEAR 2004-05**

**LEGAL DESCRIPTION:**

A tract of land in the Southeast one quarter of Section 36, Township 1 North, Range 2 East of the Willamette Meridian described as follows:

Beginning at the Southeast corner of Lot 1, Block 2, RICCI COURT; thence Northeasterly to the Southwest corner of Lot 11, Block 1, EASTGLADE PARK; thence North along the West line of said Lot 11 to the Easterly extension of the North line of said Lot 1, Block 2, RICCI COURT; thence West, along said Easterly extension to the Northeast corner of said Lot 1; thence South along the East line of said Lot 1 to the point of beginning.

ADJACENT PROPERTY ADDRESS:	116 SE 154 <sup>th</sup> Ave
TAX ACCOUNT NUMBER:	R320220
GREENSPACE DESIGNATION:	No designation
SIZE OF PARCEL:	Approximately 15' x 70±'(approx. 871sf)
ASSESSED VALUE:	\$940.00

**ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE**

BACK TAXES & INTEREST:	\$85.80
TAX TITLE MAINTENANCE COST & EXPENSES:	-0-
ADVERTISING COST:	-0-
RECORDING FEE:	\$26.00
CITY LIENS:	-0-
SUB-TOTAL	\$111.80
MINIMUM PRICE REQUEST OF PRIVATE SALE	\$250.00

**BOGSTAD Deborah L**

---

**From:** GRACE Becky J  
**Sent:** Thursday, September 30, 2004 10:53 AM  
**To:** BOGSTAD Deborah L  
**Subject:** FW: Board Agenda Documents for October 28th Benitez Private Sale

-----Original Message-----

**From:** THOMAS John S  
**Sent:** Thursday, September 30, 2004 8:16 AM  
**To:** GRACE Becky J  
**Subject:** RE: Board Agenda Documents for October 28th Benitez Private Sale

I had a moment to get to this. These documents are fine.

-----Original Message-----

**From:** GRACE Becky J  
**Sent:** Wednesday, September 29, 2004 3:48 PM  
**To:** THOMAS John S  
**Cc:** THOMAS Gary A; MORADI Nasseem  
**Subject:** Board Agenda Documents for October 28th Benitez Private Sale

Hi John,

Attached for your review and approval are the Board Agenda Documents for the Benitez Private Sale. Chris said in his absence you would be able to review these doc's for us.

Thank you,

Becky Grace  
Tax Title, Multnomah County  
501 SE Hawthorne, Suite 310  
Portland, OR 97214  
503.988.3590 x27145

9/30/2004

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY

**RESOLUTION NO. \_\_\_\_\_**

Authorizing Private Sale of Certain Tax Foreclosed Property to CLEMENTE BENITEZ & TERESA BENITEZ.

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

- a) Multnomah County acquired the real property described in Exhibit A through the foreclosure of liens for delinquent property taxes.
- b) The property has an assessed value of \$940.00 on the County's current tax roll.
- c) Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident the shape and size i.e., approximately 15' x 70±' or 871 square feet and location of the property, make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes of the county, as provided under ORS 275.225.
- d) CLEMENTE BENITEZ & TERESA BENITEZ, have agreed to pay \$250.00, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

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

- 1. Upon Tax Title's receipt of the payment of \$250.00, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to CLEMENTE BENITEZ & TERESA BENITEZ, the real property described in Exhibit A.

ADOPTED this 28th day of October 2004.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Christopher D. Crean, Assistant County Attorney

## **EXHIBIT A (RESOLUTION)**

### **Legal Description:**

A tract of land in the Southeast one quarter of Section 36, Township 1 North, Range 2 East of the Willamette Meridian described as follows:

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**Multnomah County Deed No.:** D051984

**Tax Account No.:** R320220

CLEMENTE BENITEZ &  
TERESA BENITEZ  
116 SE 154<sup>TH</sup> AVE  
PORTLAND OR 97233-3104

After recording, return to:  
MULTNOMAH COUNTY  
TAX TITLE DIVISION  
503/4

## Deed D051984

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to CLEMENTE BENITEZ, an unmarried man and TERESA BENITEZ, a married person, Grantees, that certain real property, located in the City of Portland, Multnomah County, Oregon more particularly described in the attached Exhibit A.

The true and actual consideration paid for this transfer; stated in the terms of dollars is \$250.00.

**THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.**

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 28th day of October 2004, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON                                 )  
  ) ss  
COUNTY OF MULTNOMAH                     )

This Deed was acknowledged before me this 28th day of October 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/05

## **EXHIBIT A (DEED)**

### **Legal Description:**

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**Multnomah County Deed No.:** D051984

**Tax Account No.:** R320220

..

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY

**RESOLUTION NO. 04-153**

Authorizing Private Sale of Certain Tax Foreclosed Property to CLEMENTE BENITEZ & TERESA BENITEZ

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

- a) Multnomah County acquired the real property described in Exhibit A through the foreclosure of liens for delinquent property taxes.
- b) The property has an assessed value of \$940.00 on the County's current tax roll.
- c) Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident the shape and size i.e., approximately 15' x 70±' or 871 square feet and location of the property, make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes of the county, as provided under ORS 275.225.
- d) CLEMENTE BENITEZ & TERESA BENITEZ, have agreed to pay \$250.00, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

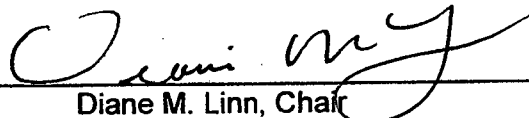
**The Multnomah County Board of Commissioners Resolves:**

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ADOPTED this 28th day of October 2004.

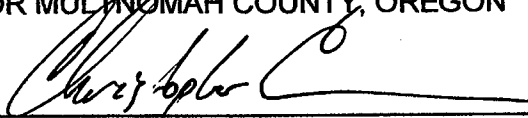


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Christopher D. Crean, Assistant County Attorney

## **EXHIBIT A (RESOLUTION)**

### **Legal Description:**

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**Multnomah County Deed No.:** D051984

**Tax Account No.:** R320220



**CLEMENTE BENITEZ &  
TERESA BENITEZ  
116 SE 154<sup>TH</sup> AVE  
PORTLAND OR 97233-3104**

**Deed D051984**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to CLEMENTE BENITEZ, an unmarried man and TERESA BENITEZ, a married person, Grantees, that certain real property, located in the City of Portland, Multnomah County, Oregon more particularly described in the attached Exhibit A.

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IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 28th day of October 2004, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

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

**Diane M. Linn, Chair**

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_

Christopher D. Crean, Assistant County Attorney

STATE OF OREGON )  
 ) ss  
COUNTY OF MULTNOMAH )

This Deed was acknowledged before me this 28th day of October 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/05

## **EXHIBIT A (DEED)**

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**Multnomah County Deed No.: D051984**

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CLEMENTE BENITEZ &  
TERESA BENITEZ  
116 SE 154<sup>TH</sup> AVE  
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AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

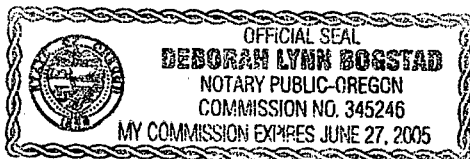
By Christopher D. Crean  
Christopher D. Crean, Assistant County Attorney

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

  
Diane M. Linn, Chair

STATE OF OREGON )  
 ) ss  
COUNTY OF MULTNOMAH )

This Deed was acknowledged before me this 28th day of October 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/05

## **EXHIBIT A (DEED)**

### **Legal Description:**

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**Multnomah County Deed No.:** D051984  
**Tax Account No.:** R320220

## AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date: October 28, 2004**

**Agenda Item #: C-3**

**Est. Start Time: 9:45 AM**

**Date Submitted: 10/05/04**

---

**Requested Date:** October 28, 2004

**Time Requested:** Consent Calendar

**Department:** DBCS

**Division:** Land Use & Transportation Program

**Contact/s:** Bikram Raghubansh

**Phone:** (503) 988-3588

**Ext.:** 83588

**I/O Address:** 455/2<sup>nd</sup> Fl

**Presenters:** Bikram Raghubansh

---

**Agenda Title:** Amendment to Government Revenue Contract (190 Agreement) 4600003710 with the City of Gresham, Regarding the Traffic Signal System Improvement Phases 3A & 3B

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.**

---

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Land Use and Transportation Program is requesting the County Board to approve a small but substantive change to the previously approved Intergovernmental Agreement (IGA) between Multnomah County and the City of Gresham. We request that the Board accept the current signed IGA with the word "completing" stricken from Finding "C" on the first page. The change is accepted by initialing the document as indicated.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

Shortly after the Board first approved this IGA earlier this year, Gresham advised of the need for the correction discussed above, because it misstated the funding necessary to complete Phase 3. Since there are multiple steps to Phase 3, this current IGA will only cover the first two steps. Striking out the word "completing" from item "C" of the IGA will validate the intention of this project. This is a continuation of previous projects to expand the County's traffic signal control network. The original plan developed in October 1995

provided a system to interconnect most of the traffic signals operated by the County in Gresham and the adjacent communities. Phase 2 was completed six years ago and was approved by the Board on March 12, 1998. The Phases 3A & 3B project is intended to expand the interconnection of the key traffic signals in East County and to prepare and implement signal timing plans to optimize traffic flow and enhance safety. Federal funding in the amount of \$1.25 million has been obtained for Phase 3A & 3B of the project. The agreement provides for funding of the local share of the project (approximately \$150,000) jointly by Multnomah County and the City of Gresham.

**3. Explain the fiscal impact (current year and ongoing).**

The Phase 3A & 3B Signal Optimization project will occur over a two to three-year period. The project includes engineering tasks followed by construction. Under the Intergovernmental Agreement, the County is obligated to provide 77 percent of the local share, and the City of Gresham will provide 23 percent. Since the local agencies' staff participation in the engineering and construction of the total project is eligible for reimbursement under the federal grant, the fiscal impact is included in planned staffing levels for the Land Use and Transportation Program for the duration of the Phase 3A & 3B Signal Optimization project. Upon the completion of the Phase 3A & 3B project, there will be an ongoing need for specialized LUT traffic engineering personnel to make optimum use of the capabilities being implemented with this project. The infrastructure, principally conduit and cabling between intersections, also represents a capital investment that will need to be protected and maintained. Maintenance costs for portions of the system that have been implemented to date have proven minimal. No budget modification is proposed.

**NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.**

**If a budget modification, explain:**

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:**

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

**4. Explain any legal and/or policy issues involved.**

No legal issues have been identified in connection with this Intergovernmental Agreement. The project that will be implemented with approval of this agreement is supported by County policies. By interconnecting the County's signals and improving coordination of their operation, the project will help promote energy conservation, reduce pollution caused by automobiles, and give priority to making optimal use of existing transportation systems. The proposal is supported and linked to County policies.

**5. Explain any citizen and/or other government participation that has or will take place.**

The interconnect system is designed to increase the efficiency of traffic operations. This concept is supported by regional plans, County plans, and by the City of Gresham's recently adopted Transportation System Plan. Each of these planning documents included major citizen participation efforts. Citizen support for improving transportation efficiency and operations can be taken as support for the implementation of this particular part of our traffic control system.

**Required Signatures:**

Department/Agency Director: Robert A Maestre

Date: 10/01/04

Budget Analyst

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

Date:

Dept/Countywide HR

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

Date:



## IGA Contract

## Vendor Address

GRESHAM CITY OF  
ATTN DAVE BRUGATTO  
1333 NW EASTMAN PKWY  
GRESHAM OR 97030-3813

## Information

**Contract Number** 4600003710  
**Date** 10/01/2002  
**Vendor No.** 11913  
**Contact/Phone** BCS Transport'n /  
X26798  
**Validity Period:** 11/01/2004 - 12/31/2007  
**Minority Indicator:** Not Identified

**Estimated Target Value:** 115,500.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p>*** Validity period changed ***</p> <p><b>Traffic Signal System Ph 3A-3B w/Gresham</b></p> <p>Plant: F030 Business &amp; Community Service Requirements Tracking Number: 999 <i>Intergovernmental Agreement with the City of Gresham for Traffic Signal System Improvement Phase 3A and 3B</i> <i>Effective dates: November, 2004 - December 31, 2007</i> <i>Project Manager: Bikram Raghubansh, Senior Traffic Engineer</i> <i>(WBS: TRAFEG540)</i> <i>(Funding: County-77%/Gresham-23%)</i> <i>(Note: Traffic Signal System and Communications Master Plan for East Multnomah County funded jointly by County and City of Gresham was initially completed in October 1995 and updated in September 2001. Phase 2 linked 24 signalized intersections, for a total of 82 intersections, into a coordinated system, under construction.)</i></p> <p>*** Text changed ***</p>	115,500.000	Dollars	\$ 1.0000



# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

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

Contract #: 4600003710  
Amendment #:

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input checked="" type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts  <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts  <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input checked="" type="checkbox"/> Revenue <b>CLASS III B</b> <input type="checkbox"/> Government Contracts (Non-190 Agreement)  <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Interdepartmental Contracts

Department: Business and Community Services

Division: Land Use & Trans Program

Date: Sep 29, 2004

Originator: Bikram Raghubansh

Phone: (503) 988-3588

Bldg/Rm: 455/Annex

Contact: Cathey Kramer

Phone: x22589

Bldg/Rm: 455/Annex

Description of Contract: Intergovernmental Agreement between Multnomah County and the City of Gresham to improve operation of the County's traffic signal system. Phase 2B was approved on March 12, 1998. This Agreement covers Phase 3A and 3B, continues the approved projects, and provides a cost sharing arrangement for local share of 77% by County/23% by Gresham. The estimated total local share should not exceed \$150,000. The County's engineering and construction tasks are reimbursable expenses and can be offset by utilizing existing County personnel.

RENEWAL: ☐ PREVIOUS CONTRACT #(S):

RFP/BID:

RFP/BID DATE:

EXEMPTION #:

ORS/AR #:

EFFECTIVE DATE:

EXPIRATION DATE:

CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert#

or ☐ Self Cert ☐ Non-Profit ☒ N/A (Check all boxes that apply)

Contractor City of Gresham  
Address 1333 NW Eastman Parkway  
City/State Gresham OR 97030  
ZIP Code 97030  
Phone (503) 618-2686 (Jay McCoy)

Remittance address

(If different)

Payment Schedule / Terms

☒ Lump Sum \$ ☐ Due on Receipt  
☐ Monthly \$ ☐ Net 30  
☒ Other \$ ☐ Other

Employer ID# or SS# N/A

Contract Effective Date 11/01/04 Term Date 12/31/07

Amendment Effect Date New Term Date

Original Contract Amount \$

Total Amt of Previous Amendments \$

Amount of Amendment \$

Total Amount of Agreement \$ \$115,500.00

Original Requirements Amount \$

Total Amt of Previous Amendments \$

Requirements Amount Amendment \$

Total Amount of Requirements \$

REQUIRED SIGNATURES:

Department Manager

*Robert Maestre*

DATE 10-1-04

Purchasing Manager

DATE

County Attorney

*Matthew C. Ryan*

DATE 10/5/04

County Chair

*Terri Vay*

DATE 10.28.04

Sheriff

DATE

Contract Administration

APPROVED: MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

COMMENTS: SAP - TRAFEG540

AGENDA # C-3 DATE 10-28-04

DEBORAH L. BOGSTAD, BOARD CLERK

## INTERGOVERNMENTAL AGREEMENT

### Traffic Signal System Improvement Phase 3A & B

THIS AGREEMENT is made between the City of Gresham, a municipal corporation (City), herein referred to as City, and Multnomah County, a political subdivision of the State of Oregon (County), herein referred to as County.

The Parties find:

- A. The Traffic Signal System and Communications Master Plan for east Multnomah County, funded jointly by the County and the City, was initially completed in October 1995 and updated in September 2001.
- B. Phase 2 of the Master Plan, which links 24 additional signalized intersections, has completed construction and now provides a coordinated communication network between 82 signals.
- C. The Federal Aid-Surface Transportation Program has committed to providing the City of Gresham \$1,250,000 of federal funds for ~~completing~~ Phase 3 of the Master Plan. C-3  
1022  
OK  
DPR
- D. The City has negotiated an agreement with the Oregon Department of Transportation to implement Phases 3A and 3B of the Master Plan, hereinafter referred to as "Project."
- E. The project will consist of Phases 3A and 3B. Phase 3A will hire a consultant to evaluate, select, design, and engineer a traffic adaptive or traffic responsive control system for either the 181<sup>st</sup> Avenue or Burnside Road corridors. Phase 3B will implement the design with a construction contract for installing the advanced communications and traffic detection infrastructure.
- F. The required match for the \$1,250,000 in federal funds available is estimated at \$150,000.

The Parties agree as follows:

- 1. City will prepare a prospectus, secure grant funds, and execute necessary project agreements with the Oregon Department of Transportation.
- 2. County and City shall co-manage a consultant engineering contract for integrating the intersections and implementing traffic adaptive signal coordination.
- 3. The City and County shall split the funding at 77% County and 23% City for the required match for the federal funds estimated at combined total of \$150,000.

## **INTERGOVERNMENTAL AGREEMENT**

Traffic Signal System-Phase 3A & B

Page 2

4. The County shall furnish all construction engineering, field testing of materials, technical inspection, and project manager services for construction administration of the project.
5. The City shall reimburse the County for 92% of engineering and project manager services for administration of the project accrued by the County from the federal funds and City match. County expenditures not reimbursed by the federal grant will be reimbursed by the City at 23%.
6. The County shall reimburse the City for 8% of engineering and project manager services for administration of the project accrued by the City. City expenditures not reimbursed by the federal grant will be reimbursed by the County at 77%.
7. In the event project expenses exceed the federal grant and local matches as provided herein under Items 3, 5, and 6, the City and the County shall split the excess expenses at 77% County, 23% City, up to a maximum of a 10% overage (\$140,000).
8. The County shall, upon completion of the project, take ownership and maintain the facilities. Energy and maintenance costs shall be shared in accordance with the existing City-County IGA executed July 1, 1995.
9. The County shall, upon completion of the project, retain complete jurisdiction and control of the timing established for operation of the traffic signals.
10. The County shall compile accurate cost accounting records and submit bills to the City no later than 60 days after incurring costs. City shall pay County within 60 days of receiving bills from County.
11. The County and City will conduct a final inspection of the work performed under this agreement and concur that work has been completed in accordance with approved plans and specifications prior to the issuance of final payment.
12. Subject to the limitations of Oregon law, the City shall indemnify the County for and hold the County harmless from all claims arising out of the negligence or intentional misconduct of the City or the City's officers, employees, or agents with respect to this agreement.
13. Subject to the limitations of Oregon law, the County shall indemnify the City for and hold the City harmless from all claims arising out of the negligence or intentional misconduct of the County or the County's officers, employees, or agents with respect to this agreement.
14. The County shall authorize execution of this agreement during a regularly convened session of its Board of County Commissioners.

# INTERGOVERNMENTAL AGREEMENT

Traffic Signal System-Phase 3A & B

Page 3

15. The City and the County may amend this agreement from time to time by mutual, written agreement.
16. This agreement shall be effective July 1, 2004, or upon the date it is signed by both the City and the County and shall terminate five years from the date or upon final payment by City.

## CITY OF GRESHAM

By:

  
Charles J. Becker, Mayor

Date:

9.23-04

By:



Erik V. Kvarsten, City Manager

Date:

Sept. 16, 2004

APPROVED AS TO FORM:

Susan Bischoff, City Attorney

By:



Senior Assistant City Attorney

## BOARD OF COUNTY COMMISSIONERS FOR MULTNOMAH COUNTY, OREGON

By:

  
Diane Linn, Chair

Date:

August 26, 2004

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # C-5 DATE 0826.04

DEBORAH L. BOGSTAD, BOARD CLERK

REVIEWED:

Agnes Sowle

County Attorney for Multnomah County, Oregon

By:

  
Assistant County Attorney

# AGENDA PLACEMENT REQUEST

BUD MOD #:

**Board Clerk Use Only:**

**Meeting Date:** October 28, 2004

**Agenda Item #:** C-4

**Est. Start Time:** 9:45 AM

**Date Submitted:** 10/04/04

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**Requested Date:** October 28, 2004

**Time Requested:** 5 minutes

**Department:** DBCS

**Division:** Land Use & Transportation Program

**Contact/s:** Ed Abrahamson

**Phone:** (503) 988-5050

**Ext.:** 29620

**I/O Address:** Bldg 455

**Presenters:** Kate Dreyfus

---

**Agenda Title:** Amendment 1 to Government Revenue Contract (190 Agreement) 0310531 with the Oregon Department of Transportation for the Sandy Boulevard – Bridge Street (UPRR Under Xing) (Known as 223rd Avenue Railroad Under Crossing) Preliminary Engineering and Right of Way Acquisition

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.  
For all other submissions, provide clearly written title.**

---

**1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Land Use and Transportation Program recommends approval of Amendment No. 1 to the Intergovernmental Agreement between ODOT and Multnomah County for the Sandy Blvd – Bridge Street (UPRR Under Xing) project. This project is also known as the 223<sup>rd</sup> Ave Railroad Under Crossing.

**2. Please provide sufficient background information for the Board and the public to understand this issue.**

The County presently is undertaking the Preliminary Engineering (PE) and the Right-of-Way (R/W) acquisition for the 223<sup>rd</sup> Avenue Railroad Under Crossing. Construction is scheduled for FY 2006.

**3. Explain the fiscal impact (current year and ongoing).**

The total cost of the Project is estimated at \$5,848,000. The Urban STP funds available for the project are limited to \$1,401,000. The Highway Safety Construction funds available for the project are limited to \$2,000,000. County funds in the amount of \$400,000 are included in the FY 05 budget.

**NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.**

**If a budget modification, explain:**

- ❖ **What revenue is being changed and why?**
  - ❖ **What budgets are increased/decreased?**
  - ❖ **What do the changes accomplish?**
  - ❖ **Do any personnel actions result from this budget modification? Explain.**
  
  - ❖ **Is the revenue one-time-only in nature?**
  - ❖ **If a grant, what period does the grant cover?**
  - ❖ **When the grant expires, what are funding plans?**
- NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:**

- ❖ **Why was the expenditure not included in the annual budget process?**
  
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
  
- ❖ **Has this request been made before? When? What was the outcome?**

**If grant application/notice of intent, explain:**

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

**4. Explain any legal and/or policy issues involved.**

There are no known legal issues

**5. Explain any citizen and/or other government participation that has or will take place.**

Support for this project has been expressed through the County's CIP process. The City of Fairview strongly supports this project, which will allow them to develop their community and provide better access to industrial lands. The East Multnomah County Transportation Committee has recognized this project as a high priority for East County.

**Required Signatures:**

**Department/Agency Director:** Robert A Maestre

**Date: 10/04/04**

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

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

Contract #: 0310531  
Amendment #: 1

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input checked="" type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts  <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts  <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input checked="" type="checkbox"/> Revenue <b>CLASS III B</b> <input type="checkbox"/> Government Contracts (Non-190 Agreement)  <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue  <input type="checkbox"/> Interdepartmental Contracts

Department: Business and Community Services Division: Land Use & Trans Program Date: Sept. 27, 2004  
 Originator: Ed Abrahamson Phone: x29620 Bldg/Rm: 455/Annex  
 Contact: Cathy Kramer Phone: x22589 Bldg/Rm: 455/Annex  
 Description of Contract: Amendment No. 1 to Intergovernmental Agreement between the County and Oregon Dept. of Transportation for Preliminary Engineering and Right of Way Acquisition in connection with the Sandy Blvd. - Bridge St. (UPRR Under Xing), also referred to as the 223rd Avenue Railroad Undercrossing.

RENEWAL: ☐ PREVIOUS CONTRACT #(S): \_\_\_\_\_  
 RFP/BID: \_\_\_\_\_ RFP/BID DATE: \_\_\_\_\_  
 EXEMPTION #: \_\_\_\_\_ ORS/AR #: \_\_\_\_\_  
 EFFECTIVE DATE: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_  
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# \_\_\_\_\_ or ☐ Self Cert ☐ Non-Profit ☒ N/A (Check all boxes that apply)

Contractor	Oregon Department of Transportation		Remittance address	_____
Address	123 NW Flanders St.		(If different)	_____
City/State	Portland, OR		Payment Schedule / Terms	_____
ZIP Code	97209-4037		<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	(503) 743-03157 (Debbie Burgess)		<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#	N/A		<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	10/1/03 Term Date	9/30/11	<input type="checkbox"/> Requirements Funding Info: _____	
Amendment Effect Date	New Term Date	unchanged	Original Requirements Amount	\$ _____
Original Contract Amount	\$ 800,000	Total Amt of Previous Amendments	\$ _____	
Total Amt of Previous Amendments	\$ _____	Requirements Amount Amendment	\$ _____	
Amount of Amendment	\$5,048,000	Total Amount of Requirements	\$ * _____	
Total Amount of Agreement \$	\$5,848,000			

## REQUIRED SIGNATURES:

Department Manager [Signature] DATE 10-4-04  
 Purchasing Manager \_\_\_\_\_ DATE \_\_\_\_\_  
 County Attorney [Signature] DATE 10/5/04  
 County Chair [Signature] DATE 10-20-04  
 Sheriff \_\_\_\_\_ DATE \_\_\_\_\_  
 Contract Administration \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED: MULTNOMAH COUNTY

BOARD OF COMMISSIONERS

AGENDA # C-4 DATE 10-20-04

DEBORAH L. BOGSTAD, BOARD CLERK

COMMENTS: (ROADCEC0363D540)

KSCK2873.Amen\_1.CAF

Misc. Contracts & Agreements  
No. 20,934

AMENDMENT NO. 1  
LOCAL AGENCY AGREEMENT  
SURFACE TRANSPORTATION PROGRAM - METRO  
Sandy Blvd. – Bridge Street (UPRR Under Xing)

The State of Oregon, acting by and through its Department of Transportation (State), and MULTNOMAH COUNTY, acting by and through its Elected Officials (Agency), entered into Local Agency Agreement No.20,934 on October 9, 2003. Said agreement covers the design of a wider replacement railroad underpass where the Union Pacific Railroad crosses 223<sup>rd</sup> Ave from Sandy Blvd to Bridge Street, hereinafter referred to as "Project."

It has now been determined by State and Agency that the agreement referenced above, although remaining in full force and effect, shall be amended by this Agreement to increase the funding available to the Project, to eliminate the preliminary engineering (PE) only restriction and to update legal citations modified since the execution of the original agreement. Therefore the above mentioned agreements shall be amended as follows:

**Paragraph 2 of Recitals, Page 1, which reads:**

"2. By the authority granted in ORS 190.110, 366.770 and 366.775, State may enter into cooperative agreements with the counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties."

**Shall be amended to read:**

"2. By the authority granted in ORS 190.110, 366.572 and 366.576, State may enter into cooperative agreements with the counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties."



M C & A No. 20,934  
MULTNOMAH COUNTY

**Paragraph 1 of Terms of Agreement, Page 1, which reads:**

"1. Under such authority, State and Agency plan and propose to design a wider replacement railroad underpass where the Union Pacific Railroad crosses 223<sup>rd</sup> Avenue from Sandy Boulevard to Bridge Street, hereinafter referred to as "Project". The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof."

**Shall be amended to read:**

"1. Under such authority, State and Agency plan and propose to design and construct a wider replacement railroad underpass where the Union Pacific Railroad crosses 223<sup>rd</sup> Avenue from Sandy Boulevard to Bridge Street, hereinafter referred to as "Project". The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof."

**Paragraph 2 of Terms of Agreement, Page 1, which reads:**

"2. The Project shall be conducted as a part of the Federal-Aid Surface Transportation Program, Title 23, United States Code. The total estimated cost for the PE and R/W is estimated at \$800,000. The STP funds available for the PE and R/W are limited to \$401,595, including any STP funds expended during the duration of and paid under Agreement #18287. The Project shall be financed with Urbanized Surface Transportation Program funds at the maximum allowable federal participating amount, with Agency providing the match and any non-participating costs. The estimate for the total Project cost is subject to change. This agreement is for PE and R/W acquisition only. An amendment to this agreement is required prior to any other phase of work if federal funds are to be applied."

**Shall be amended to read:**

"2. The Project shall be conducted as a part of the Federal-Aid Surface Transportation Program, Title 23, United States Code. The total estimated cost for the Project is estimated at \$5,848,000. The Urban STP funds available for the Project are limited to \$1,401,000. The Highway Safety Construction funds available for the Project are limited to \$2,000,000. The Project shall be financed with Urbanized Surface Transportation Program funds and Highway Safety Construction funds at the maximum allowable federal participating amount, with Agency providing the match and any non-participating costs. The estimate for the total Project cost is subject to change."

**Page 2, Paragraph 4-d, which reads:**

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

**Shall be amended to read:**

"d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement."

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

This Project is in the 2004-2007 Statewide Transportation Improvement Program (Page 70, key #11429) that was approved by the Oregon Transportation Commission on November 17, 2003.

The federal funding for this Project is contingent upon approval by the FHWA. Any work performed prior to acceptance by FHWA will be considered nonparticipating and paid for at Agency expense.

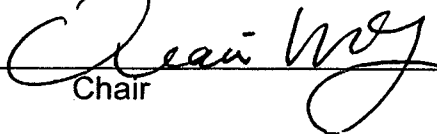
The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program.

M C & A No. 20,934  
MULTNOMAH COUNTY

On September 16, 2002, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, in which the Director delegates authority to the Deputy Director, Highway Division to approve and execute agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

**MULTNOMAH COUNTY**, by and through  
its elected officials

By

  
Chair

By Diane M. Linn, Multnomah County Chair

Date 10.28.04

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By

  
Agency Counsel

Date 10/5/04

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-4 DATE 10-28-04  
DEBORAH L. BOGSTAD, BOARD CLERK

**STATE OF OREGON**, by and through  
its Department of Transportation

By

Deputy Director, Highway Division

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By

Technical Services Manager/Chief  
Engineer

Date \_\_\_\_\_

By

  
Region 1 Manager

Date 9/1/04

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By

Assistant Attorney General

Date \_\_\_\_\_

Billing Address:  
Multnomah County  
1160 SE 190th Ave  
Portland, OR 97214

#1

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 10/28/04  
SUBJECT: Moxhalla Library

AGENDA NUMBER OR TOPIC: Public Comment

FOR: ☒ AGAINST: ☐ THE ABOVE AGENDA ITEM  
NAME: SANDRA Mc DANIEL

ADDRESS: 1435 NE 73

CITY/STATE/ZIP: PH

PHONE: \_\_\_\_\_ DAYS: \_\_\_\_\_ EVES: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

SPECIFIC ISSUE: \_\_\_\_\_

WRITTEN TESTIMONY: \_\_\_\_\_

will follow  
Doug Butler

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES  
FACILITIES AND PROPERTY MANAGEMENT DIVISION  
401 N DIXON ST  
PORTLAND, OREGON 97227  
(503) 988-3322

BOARD OF COUNTY COMMISSIONERS  
DIANE LINN • CHAIR OF THE BOARD  
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

**Date:** October 11, 2004  
**To:** Board of County Commissioners  
**From:** Doug Butler  
Facilities Director  
**Subject:** Recommendations Re: Montavilla Building

## Introduction

Multnomah County owns the property and building at 211 N.E. 80th. This property has been declared surplus by the Board of County Commissioners. At the request of the Montavilla Neighborhood Association, the Board has removed the property from the sale list and allowed the community time to develop a business plan for the development of a volunteer library. The designee of the Montavilla Neighborhood Association, Maureen Wright, submitted a draft business plan for County review.

Upon review, Facilities staff finds the business plan is deficient in several areas. The following is Facilities & Property Management's evaluation of that business plan.

## **Benchmarks:** (Per letter from Multnomah County Commissioner, Lisa Naito, July 16<sup>th</sup>, 2004)

- That a 501 (c) (3) nonprofit organization has been formed with a Board of Directors and other statutory requirements.
- City of Portland zoning codes would allow for use of the property as a library.
- The building could or would be renovated (that is, floor loading, seismic, etc.) satisfactorily to allow for use as a library.
- The nonprofit organization had the funds and/or the ability to raise the funds for capital improvements.
- The nonprofit organization had the ability to operate the facility in the long-term as a library for a period of not less than ten years.

## **Major Points from Montavilla Library Inc. Draft Business Plan:**

1. The ownership of the Montavilla Building at 211 SE 80<sup>th</sup> will be transferred to Montavilla Library, Inc.
2. The Board of County Commissioners will waive all taxes, fees and special assessments in perpetuity.
3. County will cover water, electrical, gas, and grounds keeping (through inmate labor) for 1<sup>st</sup> year.

#### **Evaluation of Response to Commissioner Naito's Benchmarks:**

1. Create an appropriate 501(c)(3) corporation to be formed to receive and operate the facility.
  - a. *Apparently a Corporation has been created although full documentation is not available.*
  - b. *501 (c) (3) status has not been applied for.*
  - c. *Soroptomist-International of Portland-East is proposed as a temporary fiscal agent although no documentation is provided and this relationship is not defined.*
2. Show zoning and building codes will permit the prospective library.
  - a. *The Getting to Yes group (GTY) obtained the opinion of a consulting structural engineer that, with a Type II conditional use approval, the facility could be used as a library.*
  - b. *No communication from the City of Portland's zoning or building permit office is shown.*
3. Show that the building could be renovated for the proposed library.
  - a. *GTY went to a consulting structural engineer who has offered his opinion that the first floor of the building could be occupied as a library without any immediate structural adjustments and that exemptions would be required to address ADA and other requirements..*
4. The Montavilla Library, Inc. has the funds and/or the ability to raise the funds for capital improvements.
  - a. *The business plan states that "based on the Feasibility Study ... no capital improvements are necessary." And further, that "In the event that capital improvements become necessary, fund-raising and in-kind contributions for one-time major capital improvements are relatively easy to obtain....". This does not meet the most basic standard for facility planning in a business plan.*
5. The Montavilla Library, Inc. has the ability to operate the facility as a library for 10 years
  - a. *No operations plan was submitted.*
  - b. *The business plan states that "Contingent on the County's agreement to transfer the property to Montavilla Library, Inc. a group of private donors have agreed to pay the cost of incorporation and liability insurance for the start-up Library's first year." No documentation provided.*
  - c. *The plan states that the Soroptomists might be a tenant. There is no documentation or estimate of impact this relationship will have on the project.*
  - d. *The plan states that the Safeway Foundation might provide funding for project. . There is no documentation or estimate of impact this relationship will have on the project.*
6. Other
  - a. *The document states that "Multnomah County covers all taxes, special fees, and assessments for perpetuity (forever)". A non-profit corporation may file for a tax exemption with County Tax Department to be granted an exemption if they qualify. This exemption is for most assessments, but not special districts, such as street lighting.*

#### **Facilities Proposal**

Facilities & Property Management recommends that the Montavilla Neighborhood Association be given until December 3rd, 2004 to remedy the shortcomings in the business plan. That remedy will consist of the following steps.

### **Incorporation and Declarations**

1. The Montavilla Neighborhood Association (MNA) or its designee will form or contract with a non-profit corporation for the purpose of accepting property, soliciting donations, and operating a volunteer library in the Montavilla Neighborhood.
2. This non-profit corporation will be the legal entity for representing the interests of the community in pursuing this project.
3. The Montavilla Neighborhood Association will present Facilities with the following documentation no later than November 2, 2004 as evidence that the non-profit corporation has been established:
  - a. Articles of Incorporation
  - b. By-Laws
  - c. State Corporation Registration
  - d. Federal Tax ID Number
  - e. Corporate resolution identifying its authorized representative.
  - f. Membership and resumes of the Board of Directors (not less than 5 members) who will broadly represent the Montavilla community range of expertise required for success.
  - g. Completed IRS application for 501(C) (3) tax exempt status.
4. If the above deadline is not achieved, Facilities will resume its efforts to find an appropriate public, non-profit, or residential purchaser for the property.

### **Business Plan Development**

Following acceptance of the above incorporation documentation, the non-profit group designated by MNA shall:

1. Deliver a Business Plan for review and approval by the County NLT December 3, 2004. At a minimum, this Plan shall include the following elements:
  - a. Building Maintenance Plan which assesses the condition of the building, projects the capital requirements for a period of at least 10 years, and assesses on-going maintenance requirements.
  - b. Start-up Plan which identifies renovation, fixtures and furniture, and library materials required to open the facility.
  - c. Operations Plan which identifies planned activities, hours of operation, strategy for use of the facility, staffing plans, etc.
  - d. Fund-raising/Donations Plan which clearly identifies what funds and materials are expected to be obtained through donations. Documented support or clear plans for obtaining the identified donations will be provided for all elements of the Plan.
  - e. Financial Plan which presents a 10-year projection of resources and requirements. All requirements identified in other elements of the Business Plan will be reflected in this plan and documentation will be provided to support assumed funding sources.
2. The County will provide comments and/or approval of the Business Plan by December 17<sup>th</sup>, 2005.
3. If agreement can be reached on the Business Plan and a successful project appears possible, Facilities would recommend a process for transference of the property.

#2

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

---

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 10-28-2004

SUBJECT: Montavilla Library Project

AGENDA NUMBER OR TOPIC: Public Comment

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Lisa Laurenceau

ADDRESS: 630 NE 81st Ave

CITY/STATE/ZIP: Portland OR 97213-6933

PHONE: DAYS: 503-254-6138 EVES: same

EMAIL: lisa@laurens@intergate.com FAX: same

SPECIFIC ISSUE: \_\_\_\_\_

WRITTEN TESTIMONY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.



#3

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

*thank you*

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 10-28-04

SUBJECT: Lone Fir Cemetery

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Mary Ann Schwab, Friends of Lone Fir Cemetery

ADDRESS: 605 SE 38

CITY/STATE/ZIP: Portland, OR 97214

PHONE: DAYS: (503) 236-3522 EVES: \_\_\_\_\_

EMAIL: e33schwab@west.net FAX: \_\_\_\_\_

SPECIFIC ISSUE: Invitation to Candle light Vigil

Monday, Nov. 1, 2004 7:00 p.m.

WRITTEN TESTIMONY: 20<sup>th</sup> & SE Morrison

parking lot

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

## AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** October 28, 2004

**Agenda Item #:** R-1

**Est. Start Time:** 9:45 AM

**Date Submitted:** 10/20/04

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**Requested Date:** October 28, 2004

**Time Requested:** 15 Minutes

**Department:** DBCS

**Division:** HR

**Contact/s:** Andy Smith, Shannon Briscoe

**Phone:** 503-988-5015

**Ext.:** 28198

**I/O Address:** 503/4

**Presenters:** Chair Diane Linn

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**Agenda Title:** Proclamation in Observance Veterans Day on November 11, 2004, Honoring County Employees who are Veterans or are serving the National Guard or Reserves

**NOTE:** If Ordinance, Resolution, Order or Proclamation, provide exact title.  
For all other submissions, provide clearly written title.

- 
1. **What action are you requesting from the Board? What is the department/agency recommendation?** In observance of Veterans Day 2004, this is an opportunity to recognize and honor County employees who are veterans or are current members of the military, reserves or national guard.
  2. **Please provide sufficient background information for the Board and the public to understand this issue.** More than 200 Multnomah County employees are veterans or are current members of the National Guard or Reserves; approximately 25 Multnomah County employees have been called into active military service in the last two years.
  3. **Explain the fiscal impact (current year and ongoing).** Only cost is for purchase of cake and refreshments.

**NOTE:** If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.

- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:**

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

**If grant application/notice of intent, explain:**

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

**Required Signatures:**

Department/Agency Director: \_\_\_\_\_

Date:

Budget Analyst

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

Date:

Dept/Countywide HR

By: *Julie E. Parnell*

Date: 10/20/04

**BOGSTAD Deborah L**

**From:** LINN Diane M  
**Sent:** Tuesday, October 19, 2004 4:35 PM  
**To:** #MULTNOMAH COUNTY ALL EMPLOYEES  
**Subject:** FW:



Veterans.xls (40  
KB)

**Veterans' Day 2004: Please Join in Honoring Our Employees Who are Veterans**

**Veterans' Day Proclamation**

**Thursday October 28, 2004, 9:45 a.m.**

Multnomah County Boardroom, 501 S.E. Hawthorne  
Cake and refreshments provided.

At the Board meeting on October 28, Multnomah County will recognize and honor all employees who are veterans or are currently serving in the Reserves or National Guard.

If you are a veteran or are currently serving in the Reserves or National Guard, please make sure your name appears on the attached list—if your name, department or job classification are not correctly reflected on this list, please contact Shannon Briscoe 503-988-5135 Ext. 28198 , [shannon.briscoe@co.multnomah.or.us](mailto:shannon.briscoe@co.multnomah.or.us)

Employees who have been called to active duty since November 2003 or are scheduled to serve on active duty should also contact Shannon.

Note to supervisors: For those employees who don't have email, please post this request for employees and make sure they are notified.

Thank you for your assisting us in this effort to honor our veterans.

Diane M. Linn  
Multnomah County Chair

# Multnomah County Veterans

Thursday, November 11, 2004

Employee Name	Department	Classification
Bolger, Richard	DA	Investigator
Murrell, Grant	DA	Deputy District Attorney
Ramras, Christopher	DA	Deputy District Attorney
Riddell, Sean	DA	Deputy District Attorney
VanCleave, Travis	DA	Support Staff
Anderchuck, Alan	DBCS	OA Senior
Andersen, Michael	DBCS	Facilities Specialist 2
Armitage, John	DBCS	Development Analyst Sr.
Arnold, Dwayne	DBCS	Maintenance Specialist 1
Beck, Delberta	DBCS	Property Appraiser
Benson, Barry	DBCS	Cartographer
Boyer, David	DBCS	CFO
Butler, Douglas	DBCS	Program Manager Senior
Chennault, Stephen	DBCS	IS Supervisor
Clifford, Gary	DBCS	Senior Planner
Clinton, Ken	DBCS	Development Analyst Senior
Crabb, Larry	DBCS	Animal Control Officer
Crawford, Dennis	DBCS	Mechanic
Daw, Mike	DBCS	Development Analyst Senior
Dexter, Dennis	DBCS	Bridge Operator
Dingler, Linn	DBCS	Program Supervisor
Dubesa, Mike	DBCS	Buyer 2
Engblom, Chris	DBCS	Construction Manager
Erickson, Vic	DBCS	Engineering Technician 2
Feinstein, Mel	DBCS	Real Property Appraiser
Fields, Robert	DBCS	Buyer 2
Fix, Robert	DBCS	Senior Programmer
Flower, Craig	DBCS	Facilities and Property Manager
Forbes, Royal	DBCS	HVAC Engineer
Gay, Tracy	DBCS	IT Supervisor
Gerba, Nick	DBCS	Maintenance Specialist 1
Gertz, Donald V	DBCS	Network Administrator
Geske, Bill	DBCS	Office Assistant 2
Gibson, DeWayne	DBCS	Senior Systems Administrator
Gilmore, Rick	DBCS	Mechanic
Gorton, Dan	DBCS	Desktop Services Manager
Griffiths, Robert	DBCS	HVAC Engineer
Gunderson, Gary	DBCS	Carpenter
Hamm, Kurt	DBCS	Real Property Appraiser
Heaton, Ron	DBCS	Elections Worker
Hill, Charles	DBCS	Senior Development Analyst
Howell, Denny	DBCS	OA 2
Jelusich, Gerald	DBCS	Buyer 2
Kelsay, Douglas	DBCS	Property Appraiser
Kelsey, Wayne	DBCS	Assistant Civil Engineer

Kirby, Gregory	DBCS	Engineer 2
Lewis, Brian	DBCS	Material Manager
Little, Susan	DBCS	Development Analyst
Maggio, Charles	DBCS	Engineer 2
Martin, William	DBCS	Cartographer
Matthew, Michael	DBCS	Temporary Worker at Animal Control
McDevitt, Dan	DBCS	Fleet Maintenance Technician
McGillvary, Doug	DBCS	Emergency Manager
Moody, Christine	DBCS	Finance Supervisor
Morgan, Carl	DBCS	Bridge Mechanic
Myers, Tina	DBCS	Senior Systems Operator
Niblack, Harold	DBCS	OA 2
Norwood, Shawn	DBCS	Fleet Maintenance Technician
Patterson, Ron	DBCS	Fleet Maintenance Supervisor
Piazza, Mike	DBCS	Animal Control Officer
Pickthorne, David	DBCS	Operations Administrator - Bridge Shop
Pierson, William	DBCS	Bridge Operator
Powell, David	DBCS	OA 2
Reynolds, John (Butch)	DBCS	Central Stores Supervisor
Richardson, Richard	DBCS	Cartographer
Rickman, Paula	DBCS	Buyer 1
Salmon, Scott	DBCS	Program Coordinator
<b>Schiff, Peter</b>	<b>DBCS</b>	<b>Locksmith</b>
Shepard, Tom	DBCS	Development Analyst Senior
Smith, Calvin	DBCS	Finance Specialist 2
Sobolewski, Victor	DBCS	HVAC Engineer
Sperzel, Gerd	DBCS	Bridge Maintenance Worker
Spurrow, Dwayne	DBCS	Carpenter
Stoddard, Janice	DBCS	Operations Administrator
Swanson, Amy	DBCS	Business Information Technician
Takemoto, Steven	DBCS	Maintenance Specialist Senior
Tarbet, Timshel	DBCS	Human Resource Analyst
Taylor, Larry	DBCS	Engineering Technician 3
Trussell, Clyde	DBCS	Inventory Specialist 1
Vandoren, James	DBCS	Dispatcher
Wakefield, Bill	DBCS	HVAC Engineer
Wardell, Dennis	DBCS	Residential Appraiser
Ware, Bronwynn	DBCS	OA 2
Whitney, Larry	DBCS	Program Supervisor
Wooldridge, Lee	DBCS	HVAC Engineer
Wright, Stephen	DBCS	Administrative Analyst
Young, Alan	DBCS	Right of Way Permits
Brodeck, Thomas	OSCP	Program Development Specialist

Aledo, Daniel	DCHS	CFS Administrator
Deas, Phil	DCHS	Program Manager 2
Freyer, Richard	DCHS	Case Manager 2
Howe-Werner, Kathy	DCHS	OA 2
Hoxeng, Larry	DCHS	Program Supervisor
Lloyd, Bruce	DCHS	Case Manager 2
Magnuson, Gary	DCHS	Mental Health Consultant

Okey, Robert	DCHS	Program Development Specialist
Ryan, Robert	DCHS	CFS Supervisor
Sawtelle, Scott	DCHS	Case Manager 2
<b>Scazzafavo, Brian</b>	<b>DCHS</b>	<b>Case Manager 1</b>
Schaefer, Jennifer	DCHS	Case Manager 2
Stout Holness, Carolina	DCHS	Case Manager 1
Turner, Geneale	DCHS	Case Management Assistant

Adams, Paul	DCJ	Parole/ Probation Officer
Banner, Shevette	DCJ	Juvenile Records Technician
Bebout, Phillip	DCJ	Corrections Technician
Bordeaux, David	DCJ	Parole/ Probation Officer
Bretz-Gonzalez, Elise	DCJ	OA 2
Burda, Gary	DCJ	Marriage and Family Counselor
Caldwell, Catherine	DCJ	OA 2
Clark, Gregory	DCJ	Corrections Counselor
Coppedge, Darnain	DCJ	Juvenile Custody Services Specialist
Davis, Bill	DCJ	Parole/ Probation Officer
<b>Edge, Tina</b>	<b>DCJ</b>	<b>Administrative Secretary</b>
Finnegan, Scott	DCJ	Case Manager Senior
Fluke, Troy	DCJ	Resident Supervisor
Goss, Richie	DCJ	Corrections Technician
Gutierrez, Art	DCJ	Juvenile Custody Services Specialist
Howard, Laurel	DCJ	OA 2
Jeffreys, Bill	DCJ	Parole/ Probation Officer
Jenkins, Ron	DCJ	Corrections Counselor
Jones, Jeff	DCJ	Resident Supervisor
Jusino, Andrea	DCJ	OA 2
King, Mike	DCJ	Program Manager
Laramie-Moss Julie	DCJ	OA 2
Lawson, Jerry	DCJ	Parole/ Probation Officer
Leonard, Michael	DCJ	Parole/ Probation Officer
Luster, Rob	DCJ	OA Senior
Martin, Jerry	DCJ	Program Development Specialist
Mindt, Pam	DCJ	Asst Director
Nagel, Art	DCJ	Parole/ Probation Officer
Padilla, Steve	DCJ	Parole/ Probation Officer
Phillipie, Steve	DCJ	Juvenile Custody Services Specialist
Quist, Dennis	DCJ	Deputy
Rangel, Alfredo	DCJ	Parole/ Probation Officer
Roberts, Nathaniel	DCJ	Parole/ Probation Officer
Scott, Marquita	DCJ	Parole/ Probation Officer
Snuffin, Vincent	DCJ	Corrections Technician
Snyer, Jeff	DCJ	Manager Parole and Probation
Solem, Gener	DCJ	Parole/ Probation Officer
Sothorn, Rick	DCJ	Parole/ Probation Officer
Sullivan, Mary	DCJ	Custody Specialist
Talbot, Tom	DCJ	Marriage and Family Counselor
Willhite, Duane	DCJ	Juvenile Counselor

Anderson, Diana	Health Department	Health Assistant 1
<b>Blaine, Marcia</b>	<b>Health Department</b>	<b>Licensed Community Practical Nurse</b>

Bowden, Michael	Health Department	OA Senior
Carlton, Craig	Health Department	Community Health Nurse
Castillo, Millie	Health Department	Human Resource Analyst Senior
Cayson, Sharon	Health Department	Office Assistant 2
Clark, Robert	Health Department	Dental Hygienist
Dennis, Frank	Health Department	Environmental Health Specialist
Diaz, Edwin	Health Department	Office Assistant 2
Dougherty, John	Health Department	Principle Investigator
Faist, Sharon	Health Department	Office Assistant 2
Gallagher, Randy	Health Department	Nurse
Garcia, Gil	Health Department	Pharmacist
Henle, Michael	Health Department	Lab Tech
Hitchcock, Dale	Health Department	Community Health Nurse
Houghton, David	Health Department	Health Services Manager Senior
Huggins, Stephen	Health Department	Supervising Clinical Psychologist
Kallas, Roy	Health Department	Administrative Secretary
Loeffler, James	Health Department	Human Resource Analyst 2
Lund, Cheryl	Health Department	OA 2
Martin, Michael	Health Department	Finance Supervisor
McPherson, Randall	Health Department	Nurse
Mendez, Juan	Health Department	Disease Intervention Specialist
Noble, Larry	Health Department	Community Health Nurse
Ordroneau, Thomas	Health Department	Environmental Health Specialist
Oretega, Sergio	Health Department	Health Assistant
Picker, Dan	Health Department	Pharmacist
Ritch, Thaddeus	Health Department	Lab Specialist
Roche, Hector	Health Department	HR Analyst Senior
Schaffer, Judy	Health Department	Family Nurse Practitioner
Schaffer, Kent	Health Department	OA 2
Spitzer, James	Health Department	Program Manager
Tu, Ann	Health Department	Dentist
Wade, Kathy	Health Department	Community Health Nurse
Walter, Craig	Health Department	Community Health Nurse
Washington, Terry	Health Department	Health Assistant 1
Wentworth, Katherine	Health Department	Office Assistant 2
Wheeler, Vicki	Health Department	Dental Hygienist

Anderson, Scott	Library	Library Page
Capling, Craig	Library	Library Clerk
Davis, Fred	Library	Finance Specialist 2
Laramie-Moss, Stacy	Library	Library Page
<b>Richards, Rod</b>	<b>Library</b>	<b>Title Wave Used Bookstore Supervisor</b>
Ward, Anthony	Library	Library Assistant

Ahern, William	MCSO	Deputy
Aiken, David	MCSO	Facility Security Officer
Allen, Dennis	MCSO	Corrections Counselor
Beach, Kent	MCSO	Corrections Sergeant
Bender, Bill	MCSO	Parole/ Probation Officer
Booden, Scott	MCSO	Facility Security Officer
Bowers, Michael	MCSO	OA Senior
Cahill, John	MCSO	Corrections Officer



Camp, Robert	MCSO	Sergeant
Colon, Ana	MCSO	Deputy
Connelly, Richard	MCSO	Corrections Deputy
Coufal, Rick	MCSO	Deputy Sheriff
Cowles, Steven	MCSO	Corrections Deputy
Croft, Shawn	MCSO	Deputy
<b>De La Garza, (Lee)</b>	<b>MCSO</b>	<b>Corrections Deputy</b>
Duncan, Scott	MCSO	Chaplain
Farish, Scott	MCSO	Corrections Officer
Fisher, Keith	MCSO	Corrections Deputy
Fleenor, Daryl	MCSO	Corrections Deputy
Foote, Robert	MCSO	Corrections Counselor
Ford, Michael	MCSO	Facilities Security Officer
Fornos, Luis	MCSO	Corrections Deputy
Foster, James	MCSO	Corrections Deputy
Foster, Tim	MCSO	Corrections Deputy
Francis, Jim	MCSO	Equipment Property Technician
Frost, Sarah	MCSO	Deputy
Giggers, Bruce	MCSO	Deputy
Gillas, Cory	MCSO	Deputy
Glasser, Gordon	MCSO	Corrections Deputy
Glaze, Gary	MCSO	Corrections Deputy
Glenn, Amy	MCSO	Equipment Property Technician
Gramlich, Wayne	MCSO	Deputy
Gray, Stacey	MCSO	Corrections Officer
Greathouse, Craig	MCSO	Corrections Deputy
Guinan, Brian	MCSO	Corrections Deputy
Hadley, Dave	MCSO	Sergeant
Haug, Richard	MCSO	Lieutenant
Hawkins, Brian	MCSO	Corrections Officer
Hill, Sam	MCSO	Equipment Property Technician
Hubert, Phillip	MCSO	Deputy
Husak, Ken	MCSO	Corrections Technician
Jacobson, Rick	MCSO	Equipment Property Technician
Kame, James	MCSO	Corrections Deputy
Kent, Bryce	MCSO	Equipment Property Technician
Kimmell, Laura	MCSO	Deputy
King, Bret	MCSO	Corrections Deputy
King, William	MCSO	Corrections Officer
Kinzig, Stanley	MCSO	Equipment Property Technician
Kraft, Kenneth	MCSO	Deputy
Lewis, Sharie	MCSO	Finance Manager
Lewis, Tim	MCSO	Records Technician
Lofton, Wayne	MCSO	Law Enforcement Patrol Sergeant
Loth, Dan	MCSO	Equipment Property Technician
Ludi, John	MCSO	Equipment Property Technician
Magallanes, Rick	MCSO	Corrections Deputy
Magnuson, Jeff	MCSO	Corrections Deputy
Mark Holmes	MCSO	Deputy
Marshall, Jobie	MCSO	Deputy
Martin, Bric	MCSO	Deputy
McNabb, Bob	MCSO	Corrections Officer

McRedmond, Paul	MCSO	Enforcement Deputy
Merrill, Jim	MCSO	Corrections Officer
Metcalf, Dawna	MCSO	Corrections Deputy
Miller, Bob	MCSO	Corrections Officer
Minato, David	MCSO	Corrections Deputy
Mitchell, Thomas	MCSO	Equipment Property Technician
Morgan, Charles	MCSO	Corrections Deputy
Morris, Ronald	MCSO	Deputy
Nuzam, Rod	MCSO	Deputy Sheriff
Pate, Rick	MCSO	Records Technician
Payne, Chris	MCSO	Operations Administrator
Phillips, Joe	MCSO	Records Technician
Pride, Arnold	MCSO	Records Technician
Ra'oof, Muhammed	MCSO	Corrections Deputy
Rendon, Daniel	MCSO	Enforcement Deputy
Reyes, Cory	MCSO	Equipment Property Technician
Richey, Dwight	MCSO	Corrections Deputy
Robertson, Jerry	MCSO	Lead Facility Security Officer
Rock, Bill	MCSO	Corrections Deputy
Schultze, Dave	MCSO	Records Technician
Simmons, Gary	MCSO	Corrections Deputy
Skeels, Shawn	MCSO	Sergeant
Smith, Kyle	MCSO	Enforcement Deputy
Sobolev, Paul	MCSO	Network Administrator
Steiner, Chad	MCSO	Enforcement Deputy
Stone, Rawn	MCSO	Corrections Officer
Strohmeier, Timothy	MCSO	Corrections Deputy
Taylor, William	MCSO	Corrections Deputy
Turney, James	MCSO	Captain
Turney, Phil	MCSO	Equipment Property Technician
Tyler, Gwen	MCSO	Buyer 1
Valetski, Brian	MCSO	Corrections Counselor
Viuhkola, Erron	MCSO	Corrections Officer
Walker, Daniel	MCSO	Equipment Technician
Walls, Ned	MCSO	Law Enforcement Sergeant
Williamson, Sjohn	MCSO	Equipment Property Technician
Winkel, Matthew	MCSO	Equipment Property Technician
Winter, Ed	MCSO	Records Technician
Wroten, Michael	MCSO	Corrections Deputy
Yohe, Ken	MCSO	Enforcement Deputy

Ball, John	Non Departmental	Chief Operating Officer
Martin, Charles	Non Departmental	Staff Assistant
Roberts, Lonnie	Non Departmental	Commissioner
Smith, Andy	Non Departmental	Staff Assistant
<b>Walker, Gary</b>	<b>Non Departmental</b>	<b>Staff Assistant</b>

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. \_\_\_\_\_

In Observance of Veterans' Day November 11, 2004, Honoring County Employees who are Veterans or are Currently Serving in the Military, Reserves or National Guard

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

- a. More than 200 Multnomah County employees are veterans or are current members of the military;
- b. Approximately 25 Multnomah County employees have been called into active military service in the last two years;
- c. The willingness of our employees to give freely and unselfishly of themselves, in service of our nation, is a sacrifice on behalf our entire County;
- d. Through war and peace, valiant Americans have answered the call to duty with honor and dignity;
- e. In conjunction with the Veterans Day on November 11, 2004 Multnomah County is proud to recognize the men and women who have served to protect our freedom;
- f. Our hearts and thoughts also go out to those who were killed or disabled while serving their country; and
- g. With a spirit of pride and gratitude, we honor our employees who are veterans or who currently serve in the military; now therefore

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

In observance of Veterans Day 2004, that on this day all County employees who are veterans or current members of the military, Reserves or National Guard be remembered and honored.

ADOPTED this 28th day of October 2004.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

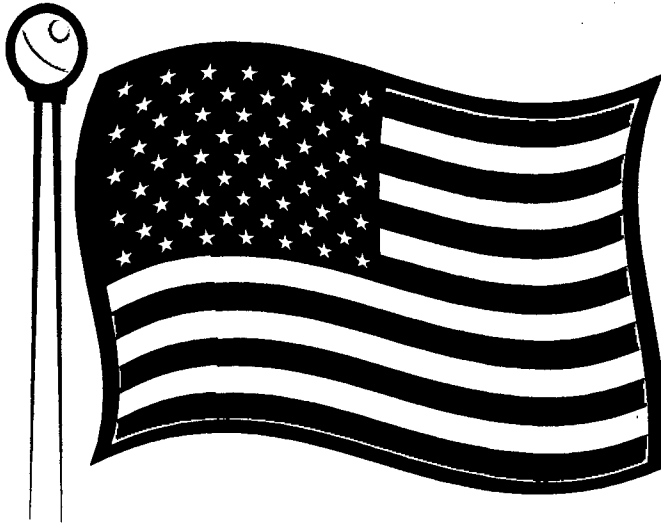
\_\_\_\_\_  
Diane M. Linn, County Chair

\_\_\_\_\_  
Maria Rojo de Steffey,  
Commissioner District 1

\_\_\_\_\_  
Serena Cruz,  
Commissioner District 2

\_\_\_\_\_  
Lisa Naito,  
Commissioner District 3

\_\_\_\_\_  
Lonnie Roberts,  
Commissioner District 4



*I have finished updating the Veterans' list, and will email out the updated copy Wednesday Oct 27<sup>th</sup>. For those of you who did not get the chance to email me your Veteran information, I will continue updating the list, and your name will appear on the future Veterans' list. Thank you for taking the time to get me your information. We hope to see you Thursday at 9:45 am for Cake and Refreshments to show our appreciation.*

*Shannon Briscoe  
Multnomah County  
Human Resources/Labor Relations  
503-988-5015 ext. 28198*

# Multnomah County Veterans

Employee Name	Department	Classification
Bolger, Richard	DA	Investigator
Laurie, Diane	DA	Legal Assistant
Murrell, Grant	DA	Deputy District Attorney
Ramras, Christopher	DA	Deputy District Attorney
<b>Riddell, Sean</b>	<b>DA</b>	<b>Deputy District Attorney</b>
VanCleave, Travis	DA	Support Staff
Anderchuk, Alan	DBCS	OA Senior
Anderchuk, Wayne	DBCS	OA2
Andersen, Michael	DBCS	Facilities Specialist 2
Armitage, John	DBCS	Development Analyst Sr.
Arnold, Dwayne	DBCS	Maintenance Specialist 1
Backstrand, Karl	DBCS	Senior Systems Administrator
Beck, Delberta	DBCS	Property Appraiser
Benson, Barry	DBCS	Cartographer
Blanchard, Mel	DBCS	Senior Network Administrator
Boyer, David	DBCS	CFO
Butler, Douglas	DBCS	Program Manager Senior
Chennault, Steven	DBCS	IT Supervisor
Clifford, Gary	DBCS	Senior Planner
Clinton, Ken	DBCS	Development Analyst Senior
Crabb, Larry	DBCS	Animal Control Officer
Crawford, Dennis	DBCS	Mechanic
Cunningham, Michael	DBCS	Appraisal Data Analyst
Daw, Mike	DBCS	Development Analyst Senior
Dexter, Dennis	DBCS	Bridge Operator
Dingler, Linn	DBCS	Program Supervisor
Dubesa, Mike	DBCS	Buyer 2
Engblom, Kris	DBCS	Construction Manager
Erickson, Vic	DBCS	Engineering Technician 2
Feinstein, Mel	DBCS	Real Property Appraiser
Fields, Robert	DBCS	Buyer 2
Fix, Robert	DBCS	Senior Programmer
Flower, Craig	DBCS	Facilities and Property Manager
Forbes, Royal	DBCS	HVAC Engineer
Gay, Tracy	DBCS	IT Supervisor
Gerba, Nick	DBCS	Maintenance Specialist 1
Gertz, Donald V	DBCS	Network Administrator
Geske, Bill	DBCS	Office Assistant 2
Gibson, DeWayne	DBCS	Senior Systems Administrator
Gilmore, Rick	DBCS	Mechanic
Gorton, Dan	DBCS	Desktop Services Manager
Griffiths, Robert	DBCS	HVAC Engineer
Gunderson, Gary	DBCS	Carpenter
Hamm, Kurt	DBCS	Real Property Appraiser
Heaton, Ron	DBCS	Elections Worker
Herlean, Gregory	DBCS	Program Manger I
Hill, Charles	DBCS	Senior Development Analyst

Howell, Denny	DBCS	OA 2
Jelusich, Gerald	DBCS	Buyer 2
Kelsay, Douglas	DBCS	Property Appraiser
Kelsey, Wayne	DBCS	Assistant Civil Engineer
Kirby, Gregory	DBCS	Engineer 2
Laney, David	DBCS	Buyer
Lewis, Brian	DBCS	Material Manager
Lindenthal, John	DBCS	Program Manager 1
Little, Susan	DBCS	Development Analyst
Maggio, Charles	DBCS	Engineer 2
Marshall, Scott	DBCS	Human Resource Analyst 2
Martin, William	DBCS	Cartographer
Matthew, Michael	DBCS	Temp/Animal Control
Mayfield, David	DBCS	IT Supervisor
McDevitt, Dan	DBCS	Fleet Maintenance Technician
McGillvary, Doug	DBCS	Emergency Manager
McKenna, Jan	DBCS	OA 2
Moody, Christine	DBCS	Finance Supervisor
Morgan, Carl	DBCS	Bridge Mechanic
Morton, Harry	DBCS	Finance Manager
Myers, Tina	DBCS	Senior Systems Operator
Norwood, Shawn	DBCS	Fleet Maintenance Technician
Patterson, Ron	DBCS	Fleet Maintenance Supervisor
Piazza, Mike	DBCS	Animal Control Officer
Pierson, William	DBCS	Bridge Operator
Powell, David	DBCS	OA 2
Reynolds, John (Butch)	DBCS	Central Stores Supervisor
Richardson, Richard	DBCS	Cartographer
Rickman, Paula	DBCS	Buyer 1
Salmon, Scott	DBCS	Program Coordinator
Scogin, David	DBCS	HVAC Engineer
Shepard, Tom	DBCS	Development Analyst Senior
Smith, Calvin	DBCS	Finance Specialist 2
Sobolewski, Victor	DBCS	HVAC Engineer
Sperzel, Gerd	DBCS	Bridge Maintenance Worker
Sperl Duane	DBCS	Carpenter
Stoddard, Janice	DBCS	Program Supervisor
Swanson, Amy	DBCS	ITAX Information Administrator
Takemoto, Steven	DBCS	Maintenance Specialist Senior
Taylor, Larry	DBCS	Engineering Technician 3
Trussell, Clyde	DBCS	Inventory Specialist 1
Van Doren, James	DBCS	Dispatcher
Wakefield, Bill	DBCS	HVAC Engineer
Wardell, Dennis	DBCS	Residential Appraiser
Ware, Bronwynn	DBCS	OA 2
Whitney, Larry	DBCS	Program Supervisor
Wooldridge, Lee	DBCS	HVAC Engineer
Wright, Stephen	DBCS	Administrative Analyst
Young, Alan	DBCS	Right of Way Permits
Brodeck, Thomas	OSCP	Program Dev. Specialist

Anderko, Joseph	DCHS	Program Dev. Tech
Aledo, Daniel	DCHS	CFS Administrator

Chao, Seng Fo	DCHS	Case Manager 2
Deas, Phil	DCHS	Program Manager 2
Finnegan, Scott	DCHS	Case Manager Senior
Freyer, Richard	DCHS	Case Manager 2
Howe-Werner, Kathy	DCHS	OA 2
Hoxeng, Larry	DCHS	Program Supervisor
Lloyd, Bruce	DCHS	Case Manager 2
Magnuson, Gary	DCHS	Mental Health Consultant
Martin, Tony	DCHS	Case Manager 1
Okey, Robert	DCHS	Program Dev. Specialist
Olson, Lou	DCHS	Contract Technician
Ryan, Robert	DCHS	CFS Supervisor
Sawtelle, Scott	DCHS	Case Manager 2
<b>Scazzafavo, Brian</b>	<b>DCHS</b>	<b>Case Manager 2</b>
Schaefer, Jennifer	DCHS	Case Manager 2
Stout Holness, Carolina	DCHS	Case Manager 1
Turner, Geneale	DCHS	Case Management Assistant

Adams, Paul	DCJ	Parole/ Probation Officer
Bardin, John	DCJ	Juvenile Custody Serv. Spec.
Bonner, Shevette	DCJ	Juvenile Records Technician
Bebout, Phillip	DCJ	Corrections Technician
Bordeaux, David	DCJ	Parole/ Probation Officer
Bretz-Gonzalez, Elise	DCJ	OA 2
Burda, Gary	DCJ	Marriage and Family Counselor
Caldwell, Catherine	DCJ	OA 2
Clark, Gregory	DCJ	Corrections Counselor
Clark, Martin	DCJ	Parole/ Probation Officer
Connell, Cate	DCJ	Program Manager
Coppedge SR, Damien	DCJ	Juvenile Custody Serv. Spec.
Davis, Bill	DCJ	Parole/ Probation Officer
<b>Edge, Tina</b>	<b>DCJ</b>	<b>Administrative Secretary</b>
Finnegan, Scott	DCJ	Case Manager Senior
Fluke, Troy	DCJ	Resident Supervisor
Goss, Richie	DCJ	Corrections Technician
Gutierrez, Art	DCJ	Juvenile Custody Serv. Spec.
Harlan, John	DCJ	Parole/ Probation Officer
Howard, Laurel	DCJ	OA 2
Jeffreys, Bill	DCJ	Parole/ Probation Officer
Jenkins, Ron	DCJ	Corrections Counselor
Johnson, Jeffery	DCJ	Adult Comm Serv. Program Mgr
Jones, Jeff	DCJ	Resident Supervisor
Jusino, Andrea	DCJ	OA 2
King, Mike	DCJ	Program Manager
Kovac, Jason	DCJ	Corrections Technician
Laramie-Moss Julie	DCJ	OA 2
Lawson, Jerry	DCJ	Parole/ Probation Officer
Leonard, Michael	DCJ	Parole/ Probation Officer
Luster, Rob	DCJ	OA Senior
Martin, Jerry	DCJ	Program Dev. Spec.
Mindt, Pam	DCJ	Asst Director
Nagel, Art	DCJ	Parole/ Probation Officer
Niblack Jr, Harold	DCJ	OA 2
Norman Kathy	DCJ	Corrections Counselor
Padilla, Steve	DCJ	Parole/ Probation Officer

Phillipie, Steve	DCJ	Juvenile Custody Serv. Spec.
Quist, Dennis	DCJ	Deputy
Rangel, Alfredo	DCJ	Parole/ Probation Officer
Ray, Alan	DCJ	Human Resource Analyst Sr.
Roberts, Nathaniel	DCJ	Parole/ Probation Officer
Scott, Marquita	DCJ	Parole/ Probation Officer
Snuffin, Vincent	DCJ	Corrections Technician
Snyer, Jeff	DCJ	Manager Parole and Probation
Solem, Gener	DCJ	Parole/ Probation Officer
Sothorn, Rick	DCJ	Parole/ Probation Officer
Sullivan, Mary	DCJ	Custody Specialist
Talbot, Tom	DCJ	Marriage and Family Counselor
Walker, Stu	DCJ	Parole/ Probation Officer
Willhite, Duane	DCJ	Juvenile Counselor

Anderson, Diana	Health Dept	Health Assistant 1
<b>Blaine, Marcia</b>	<b>Health Dept</b>	<b>Practical Nurse</b>
Bowden, Michael	Health Dept	OA Senior
Carlton, Craig	Health Dept	Community Health Nurse
Castillo, Millie	Health Dept	Human Resource Analyst Sr
Cayson, Sharon	Health Dept	Office Assistant 2
Clark, Robert	Health Dept	Dental Hygienist
Dennis, Frank	Health Dept	Environmental Health Specialist
Diaz, Edwin	Health Dept	Office Assistant 2
Dougherty, John	Health Dept	Principle Investigator
Duenas, John	Health Dept	Security Officer
Faist, Sharon	Health Dept	Office Assistant 2
Gallagher, Randy	Health Dept	Nurse
Garcia, Gil	Health Dept	Pharmacist
Henle, Michael	Health Dept	Lab Tech
Hitchcock, Dale	Health Dept	Community Health Nurse
Houghton, David	Health Dept	Health Services Manager Senior
Hudson, Ray	Health Dept	Mental Health & Addiction
Huggins, Stephen	Health Dept	Clinical Psychologist
Kallas, Roy	Health Dept	Administrative Secretary
Loeffler, James	Health Dept	Human Resource Analyst 2
Louie, Donna	Health Dept	Dentist
Lund, Cheryl	Health Dept	OA 2
Maroon, Suzanne	Health Dept	Community Health Nurse
Martin, Michael	Health Dept	Finance Supervisor
Matheis, Gerhard	Health Dept	Environmental Health Specialist
McPherson, Randall	Health Dept	Nurse
Mendez, Juan	Health Dept	Disease Intervention Specialist
Noble, Larrie	Health Dept	Community Health Nurse
Ordronneau, Thomas	Health Dept	Environmental Health Specialist
Oretega, Sergio	Health Dept	Health Assistant
Picker, Dan	Health Dept	Pharmacist
Raisler, Kathie	Health Dept	Lab Specialist
Ritch, Thaddeus	Health Dept	Lab Specialist
Roche, Hector	Health Dept	HR Analyst Senior
Schaffer, Judy	Health Dept	Family Nurse Practitioner
Schaffer, Kent	Health Dept	OA 2
Spitzer, James	Health Dept	Program Manager
Tebeau-Jemerson, Janine	Health Dept	Community Health Nurse
Tu, Ann	Health Dept	Dentist



Wade, Kathy	Health Dept	Community Health Nurse
Walter, Craig	Health Dept	Community Health Nurse
Washington, Terry	Health Dept	Health Assistant 1
Wentworth, Katherine	Health Dept	Office Assistant 2
Wheeler, Vicki	Health Dept	Dental Hygienist

Anderson, Scott	Library	Library Page
Canavan, Lisa	Library	Comm. Serv Op. Administrator
Capling, Craig	Library	Library Clerk
Davis, Fred	Library	Finance Specialist 2
Doutt, Richard	Library	Library Page
Hoback, Dixie	Library	Library Page
Laramie-Moss, Stacy	Library	Library Page
Olson, Thomas	Library	Librarian
Richards, Rod	Library	Bookstore Supervisor
<b>Riger, Richard</b>	<b>Library</b>	<b>Library Page</b>
Ward, Anthony	Library	Library Assistant

Ahern, William	MCSO	Deputy
Ahn, Johnny	MCSO	Deputy
Aiken, David	MCSO	Facility Security Officer
Allen, Dennis	MCSO	Corrections Counselor
Anderchuk, Phil	MCSO	Corrections Sergeant
Bender, Bill	MCSO	Parole/ Probation Officer
Booden, Scott	MCSO	Facility Security Officer
Bowers, Michael	MCSO	OA Senior
Bybee, Kieth	MCSO	Deputy Sheriff
Camp, Robert	MCSO	Sergeant
Carriger, Wayne	MCSO	Corrections Deputy
Colon, Ana	MCSO	Deputy
Connelly, Richard	MCSO	Corrections Deputy
Conway, Jon	MCSO	Deputy
Coufal, Rick	MCSO	Deputy Sheriff
Cowles, Steven	MCSO	Corrections Deputy
Croft, Shawn	MCSO	Deputy
<b>De La Garza, (Lee)</b>	<b>MCSO</b>	<b>Corrections Deputy</b>
<b>Doran, Dan</b>	<b>MCSO</b>	<b>Equipment Property Tech.</b>
Duncan, Scott	MCSO	Chaplain
Edwards, Rod	MCSO	Deputy Sheriff
Farish, Scott	MCSO	Corrections Officer
Fisher, Keith	MCSO	Corrections Deputy
Fleenor, Daryl	MCSO	Corrections Deputy
Foote, Robert	MCSO	Corrections Counselor
Ford, Michael	MCSO	Facilities Security Officer
Fornos, Luis	MCSO	Corrections Deputy
Foster, James	MCSO	Corrections Deputy
Foster, Tim	MCSO	Corrections Deputy
Francis, Jim	MCSO	Equipment Property Tech.
Frost, Sarah	MCSO	Deputy
Giggers, Bruce	MCSO	Deputy
Gillas, Cory	MCSO	Deputy
Glasser, Gordon	MCSO	Corrections Deputy
Glaze, Gary	MCSO	Corrections Deputy
Glenn, Amy	MCSO	Equipment Property Technician
Gramlich, Wayne	MCSO	Deputy

Gray, Stacey	MCSO	Corrections Officer
Greathouse, Craig	MCSO	Corrections Deputy
Guinan, Brett	MCSO	Corrections Deputy
Hadley, Dave	MCSO	Sergeant
Haug, Richard	MCSO	Lieutenant
Hawkins, Brian	MCSO	Corrections Officer
Hill, Sam	MCSO	Equipment Property Technician
Holtrop, Denise	MCSO	HR Analyst 1
Hubert, Phillip	MCSO	Deputy
Husak, Ken	MCSO	Corrections Technician
Jacobson, Rick	MCSO	Equipment Property Technician
Johnson, Scott	MCSO	Sergeant
Kame, James	MCSO	Corrections Deputy
Kent, Bryce	MCSO	Equipment Property Technician
Kimmell, Laura	MCSO	Deputy
King, Bret	MCSO	Corrections Deputy
King, William	MCSO	Corrections Officer
Kinzig, Stanley	MCSO	Equipment Property Technician
Kraft, Kenneth	MCSO	Deputy
Krasner, William	MCSO	Corrections Counselor
LeBlanc, David	MCSO	Corrections Deputy
LeBlanc-Escarcega Monya	MCSO	Corrections Deputy
Lewis, Kyle	MCSO	Chaplain
Lewis, Sharie	MCSO	Finance Manager
Lewis, Tim	MCSO	Records Technician
Lichatowich, Timothy	MCSO	Sergeant
Lofton, Wayne	MCSO	Sergeant
Loth, Dan	MCSO	Equipment Property Technician
Ludi, John	MCSO	Equipment Property Technician
Magallanes, Rick	MCSO	Corrections Deputy
Magnuson, Jeff	MCSO	Corrections Deputy
Mark Holmes	MCSO	Deputy
Marshall, Jobie	MCSO	Deputy
Martin, Bric	MCSO	Deputy
McClure, Jason	MCSO	Corrections Deputy
McGarry, David	MCSO	Deputy Sheriff
McLean, Donald	MCSO	Facility Security Officer
McNabb, Bob	MCSO	Corrections Officer
McRedmond, Paul	MCSO	Enforcement Deputy
Merrill, Jim	MCSO	Corrections Officer
Metcalf, Dawna	MCSO	Corrections Deputy
Miller, Bob	MCSO	Corrections Officer
Minato, David	MCSO	Corrections Deputy
Mitchell, Thomas	MCSO	Equipment Property Technician
Morgan, Charles	MCSO	Corrections Deputy
Morris, Ronald	MCSO	Deputy
Nuzam, Rod	MCSO	Deputy Sheriff
Pate, Rick	MCSO	Records Technician
Patton, Duane	MCSO	Corrections Deputy
Payne, Chris	MCSO	Operations Administrator
Phillips, Joe	MCSO	Records Technician
Pina, Steve	MCSO	Corrections Deputy
Pride, Arnold	MCSO	Records Technician
Quist, Dennis	MCSO	Corrections Officer
Ra'oof, Muhammed	MCSO	Corrections Deputy

Rendon, Daniel	MCSO	Enforcement Deputy
Reyes, Cory	MCSO	Equipment Property Technician
Richey, Dwight	MCSO	Corrections Deputy
Robertson, Jerry	MCSO	Lead Facility Security Officer
Rock, Bill	MCSO	Corrections Deputy
Schultze, Dave	MCSO	Records Technician
Simmons, Gary	MCSO	Programs Administrator
Skeels, Shawn	MCSO	Sergeant
Smith, Kyle	MCSO	Enforcement Deputy
Sobolev, Paul	MCSO	Network Administrator
Staton, Daniel	MCSO	Sergeant
Steiner, Chad	MCSO	Enforcement Deputy
Stoffer, Darryl	MCSO	Corrections Officer
Stone, Rawn	MCSO	Corrections Officer
Strohmeyer, Timothy	MCSO	Corrections Deputy
Taylor, William	MCSO	Corrections Deputy
Turney, James	MCSO	Captain
Turney, Phil	MCSO	Equipment Property Technician
Tyler, Gwen	MCSO	Buyer 1
Valetski, Brian	MCSO	Corrections Counselor
Viuhkola, Erron	MCSO	Corrections Officer
Walker, Daniel	MCSO	Equipment Technician
Walls, Ned	MCSO	Law Enforcement Sergeant
Williamson, Sjohn	MCSO	Equipment Property Technician
Winkel, Matthew	MCSO	Equipment Property Technician
Winter, Ed	MCSO	Records Technician
Wright, Stephen	MCSO	Administrative Analyst
Wroten, Michael	MCSO	Corrections Deputy
Yohe, Ken	MCSO	Enforcement Deputy

Ball, John	Non Department	Chief Operating Officer
Martin, Charles	Non Department	Staff Assistant
Roberts, Lonnie	Non Department	Commissioner
Smith, Andy	Non Department	Staff Assistant
Walker, Gary	Non Department	Staff Assistant

**The following County Employees are also Veterans'**  
**Although their information was received late**  
**We would also like to mention them**  
**Thank you.**

**Jorge Roman**

**Gretchen Rosa**

**Charlene Woods**

**Robert Jones**

**Juan Quiles**

**Randall Mcpherson**

**Lee Lillie**

**Jerome Stanchfield**

**Mark Wiesner**

**Steve Eastvedt**

**Susan Boyl**

**Amy Sullivan**

**Elliot Long**

**Lane Sawyer**

**Lewis Kyle**

**Rick Sothern**

**Steve Padilla**

**Tafiko Vave Salu**

**Sandy Taylor**

**JD Hughes**

**Carl Jaber**

**Bill Arnold**

**Steve Phillippi**

**Hector Roche**

**Brenda Miggins-Vaughn**

**Oscar Ybarra**

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**Steve Phillippi**

**Hector Roche**

**Brenda Miggins-Vaughn**

**Oscar Ybarra**

**Steven Nicholson**

**Randy Gallagher**

**Ralph Davis**

**Alex Wiese**

**Jill Chedister**

**Michael Schrunk**

**MCIJ Kitchen**

## VETERANS' DAY REMARKS

- I want to personally thank all of our employees who are veterans----your service is part of a long tradition of our Country. If your name wasn't on the recently circulated list, it soon will be. We are still hearing from our Veterans. | ←
- As Americans, we look to our veterans as examples of honor and patriotism. Throughout our history, citizens have assumed the duty of military life and built a great tradition of courageous and faithful service.
- From World War I and World War II, to the conflicts in Korea, Vietnam, and the Persian Gulf, to the recent battles in Afghanistan and Iraq, the men and women of our military have served bravely and honorably.
- Veterans Day takes place on the 11th of November, because in 1918 on 11 a.m. of that day, World War I ended. That was the 11th hour, of the 11th day of the 11th month and became known as Armistice Day.
- In 1954, President Eisenhower made Veterans Day a national Holiday and so now every year on the 11th hour, of the 11th day, of the 11th month, the President places a wreath at the Tomb of the Unknowns and all Americans honor those who have fought and died to serve our country.
- There are currently 26.4 million veterans in the United States; 1.6 million of our veterans are women.
- *It is our particular honor today to recognize the more than 360 Multnomah County employees are Veterans or are currently serving in the Military, Reserves or National Guard.*
- I want to especially recognize 7 of our employees who are Currently serving on Active Military Duty:

Kenneth Kraft is a Corrections Officer with the Sheriff's Office who is readying for deployment to Iraq

Scott Farish is a Corrections Officer with the Sheriff's office serving in the Wash. DC area

Sarah Frost is a Deputy Sheriff serving stateside.

Jerrell Hughes is a Facility Security Officer with the Sheriff's Office serving in Iraq.



**Richard Coufal is a Deputy Sheriff serving overseas.**

**Robert Jones is a Deputy District Attorney.**

**Scott Marshall is a Human Resource Analyst 2 with our Department of Business and Community Services.**

- **Finally, I also want to recognize the families that have and are currently supporting the service of their loved ones.**
- **The challenges and stress of military service is not only borne by those who leave our communities, but also by those who stay at home to take of children and other family members.**
- **On behalf of the entire Board of Commissioners, I again want to thank all of our veterans and hope all of you will join me taking a moment to share our appreciation for their past and ongoing service to our Country.**
- **APPLAUSE.**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**PROCLAMATION NO. 04-154**

In Observance of Veterans' Day November 11, 2004, Honoring County Employees who are Veterans or are Currently Serving in the Military, Reserves or National Guard

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

- a. More than 200 Multnomah County employees are veterans or are current members of the military;
- b. Approximately 25 Multnomah County employees have been called into active military service in the last two years;
- c. The willingness of our employees to give freely and unselfishly of themselves, in service of our nation, is a sacrifice on behalf our entire County;
- d. Through war and peace, valiant Americans have answered the call to duty with honor and dignity;
- e. In conjunction with the Veterans Day on November 11, 2004 Multnomah County is proud to recognize the men and women who have served to protect our freedom;
- f. Our hearts and thoughts also go out to those who were killed or disabled while serving their country; and
- g. With a spirit of pride and gratitude, we honor our employees who are veterans or who currently serve in the military; now therefore


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

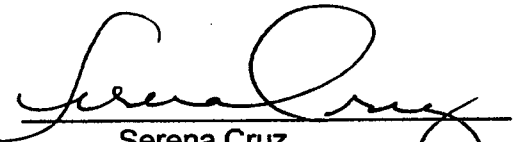
In observance of Veterans Day 2004, that on this day all County employees who are veterans or current members of the military, Reserves or National Guard be remembered and honored.

ADOPTED this 28th day of October 2004.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

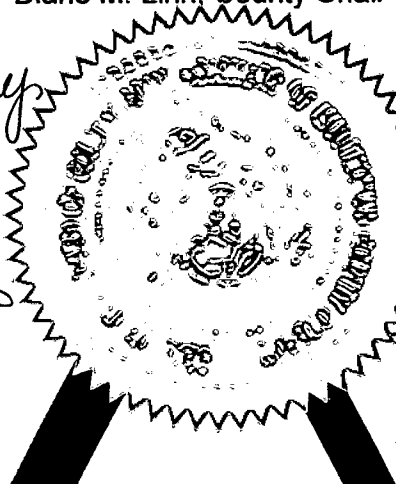
  
Diane M. Linn, County Chair

  
Maria Rojo de Steffey,  
Commissioner District 1

  
Serena Cruz,  
Commissioner District 2

  
Lisa Naito,  
Commissioner District 3

  
Lonnie Roberts,  
Commissioner District 4



## AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** October 28, 2004

**Agenda Item #:** R-2

**Est. Start Time:** 10:00 AM

**Date Submitted:** 10/20/04

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**Requested Date:** October 28, 2004

**Time Requested:** 15 minutes

**Department:** Non Departmental

**Division:** Auditor

**Contact/s:** Judy Rosenberger

**Phone:** 503/988-3320

**Ext.:** 83220

**I/O Address:** 503/601

**Presenters:** Suzanne Flynn, LaVonne Griffin-Valade and David Rohrer

---

**Agenda Title:** October 2004 Multnomah County Library Systems Audit Report

**NOTE:** If Ordinance, Resolution, Order or Proclamation, provide exact title.  
For all other submissions, provide clearly written title.

- 
1. **What action are you requesting from the Board? What is the department/agency recommendation?**
  2. **Please provide sufficient background information for the Board and the public to understand this issue.**
  3. **Explain the fiscal impact (current year and ongoing).**

**NOTE:** If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

**If a budget modification, explain:**

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**

- ❖ Do any personnel actions result from this budget modification? Explain.
  - ❖ Is the revenue one-time-only in nature?
  - ❖ If a grant, what period does the grant cover?
  - ❖ When the grant expires, what are funding plans?
- NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:**

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

**If grant application/notice of intent, explain:**

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues.
5. Explain any citizen and/or other government participation that has or will take place.

**Required Signatures:**

**Department/Agency Director:**



**Date: October 20, 2004**

**Budget Analyst**

**By:**

**Date:**

**Dept/Countywide HR**

**By:**

**Date:**

## **Library Systems Audit**

---

**Re-examine resources and prioritize services  
October 2004**

**Suzanne Flynn  
Multnomah County Auditor**

**Audit Staff  
LaVonne Griffin-Valade, Senior Management Auditor  
David Rohrer, Senior Management Auditor**



**Suzanne Flynn, Auditor  
Multnomah County**

501 SE Hawthorne, Room 601

Portland, Oregon 97214

Telephone (503) 988-3320

Telefax 988-3019

[www.co.multnomah.or.us/auditor](http://www.co.multnomah.or.us/auditor)

**MEMORANDUM**

**Date:** October 20, 2004

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

**From:** Suzanne Flynn, Multnomah County Auditor

**Subject:** Library Services Audit

The attached report covers our audit of the County's Library system that examined the period between FY97 and FY03. We believe that the County and the Library are at a critical juncture. County spending on Library Services increased significantly between FY97 and FY01. It is possible that the Library system resulting from this recent expansion cannot be supported in the future.

We also believe that the priority setting process that is currently in place provides an opportunity for the County to carefully consider and plan for future Library operations. Beginning in FY02 the County has had to reduce Library spending because of a reduction in General Fund revenues and due to compression limiting the amount that can be collected on the Library levy. Recent improvements demonstrate that efficiencies can be found.

We have discussed our findings and recommendations with management in the Department of Library Services. A formal follow-up to this audit will be scheduled within 1-2 years.

We would like to acknowledge and thank the management and staff in Library Services for the cooperation and assistance extended to us.

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## Summary

The Multnomah County Library system, created in 1864, was initially managed as a private corporation. The County took over responsibility for paying operating expenses from tax revenues in 1911, but the Library did not become a County department until FY91. Viewed as a valued service by many county residents, the Library currently operates 16 neighborhood branches and the Central Library in downtown Portland, and it provides a variety of outreach programs. When compared to other large urban libraries, Multnomah County is among the top ranked libraries nationally.

The purpose of the audit was to review the Library system between FY97 and FY03 to identify how services were delivered and the cost of those services. We found that a different type of service delivery emerged during that period, primarily due to new technology.

The Library has undertaken some initiatives in the last three years to improve operations and balance the public's access to Library services with the responsibility to carefully manage County resources. The Library has also begun to use data more effectively in system-wide decisions and has adjusted staffing in some cases. We believe though that there are further steps that can be taken.

Significant expansion of the County's Library system took place between FY97 and FY01 amid funding uncertainties caused by tax limitation measures. A voter-approved bond measure and operating levies allowed a number of renovation projects to be initiated and services and technology to be added.

From FY97 to FY03 operating expenditures rose 55%, peaking at nearly \$43 million in FY01. Personnel expenses increased 52% with the addition of 121 full-time equivalent employees (FTE). In the same time period the total cost per county resident went from \$46.14 per year to \$65.11 down from \$74.81 in FY01. As a result of these increases, the County may have created a library system that is difficult to support in today's economic environment and into the future.

The primary source of Library revenue has historically been voter-approved levies, with the County's General Fund accounting for most of the remainder. Recently, full collection of levy revenues has been limited by voter-imposed caps. In order to meet the commitments made to the community, the size of the tax levies increased in the last two levies. In addition, beginning in FY02, the



County's General Fund support declined as the economy worsened, and the Library's budget was reduced along with other County services.

County officials did not set a formal policy regarding its General Fund allocation to the Library after the passage of Measure 50, a tax limitation measure, and this hindered long-term financial planning. We further determined that some branches were able to operate more efficiently and should be studied by Library management to learn what efficiencies can be applied system-wide. Also, data were used inconsistently in the past in system-wide planning and management decisions. Further, our review showed that the County may have missed opportunities to control Library costs for staffing and expenses not related to direct services.

We recommend the Board of County Commissioners (BOCC) take steps to clarify long-term objectives for the Library, setting priorities in relationship to other programs and funding needs. Further, we recommend the BOCC and the Library carefully review the placement of any new branches. We also recommend the Library prioritize its services and continuously analyze service strategies.



## **Background**

The Multnomah County Library system was created in 1864 and managed by the Library Association of Portland (LAP). Initially, LAP operated as a private corporation supported by patrons who paid membership fees and quarterly dues. In 1902, LAP began serving the general public, and in 1911, the County took sole responsibility for paying LAP's operating expenses from tax revenues. In Fiscal Year (FY) 1991 the Department of Library Services (Library) became a County department.

Today, the Library provides services to citizens primarily through five divisions.

- The **Director's Office** provides Library leadership and direction. This Division also includes public relations activities and publication of Library information for in-house and public use.
- The **Central Library** is responsible for administering the operations for the historic Library in downtown Portland and for carrying out a variety of other system-wide activities.
- The **Community Services Division** administers and operates the 16 neighborhood branch libraries in the Library system.
- The **Support Services Division** is responsible for administering these infrastructure components: the Library Collection, Administrative Services and Distribution, Technical Services, Computer Services, Learning Systems, and Volunteer Services activities.
- The **Outreach Services Division** administers the Library's coordinated community outreach efforts, including both youth and adult outreach programs.

Total operating expenditures adjusted for inflation went from \$26.2 million in FY97, up to \$42.8 million in FY01, and down to \$40.6 million in FY03. This represents a 55% increase over the course of seven years, but a 64% increase from FY97 to FY01. Although the Support Services Division represented the largest expenditure in the Library system in FY03, 38% of that expenditure was for purchasing

books and materials. The chart below shows operating expenditures and full-time equivalent employees (FTE) for FY03. Not included in the chart are the 17.1 on call FTE who worked primarily in neighborhood branches.

Operating expenditures  
and staffing by division  
FY03

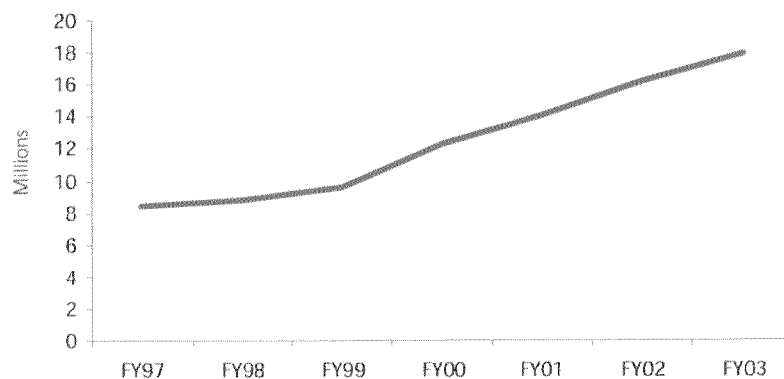
Exhibit 1

	Expenditures	Staff (FTE)
Director's Office	\$1,921,119	12.2
Central Library	\$10,074,946	145.9
Community Services	\$11,852,109	179.5
Support Services	\$14,367,287	71.3
Outreach Services	\$2,398,794	26.9
	\$40,614,255	435.7

The mission of the Library is to provide books and other materials to meet the informational, educational, cultural, and recreational needs of County residents, as well as uphold the principles of intellectual freedom. Library services, such as checking out books and materials and assisting users in locating materials and information, have remained constant over the last 10 years. However, the manner in which the Library delivers these services has changed significantly. Through advancements in technology and organizational changes, the Library has offered increased access to its services and to collections in neighboring libraries. The circulation of library materials has almost doubled in the last five years, going from 9.6 million in FY99 to 17.9 million in FY03.

Total circulation (includes first time  
check-out and renewals)  
FY97-FY03

Exhibit 2



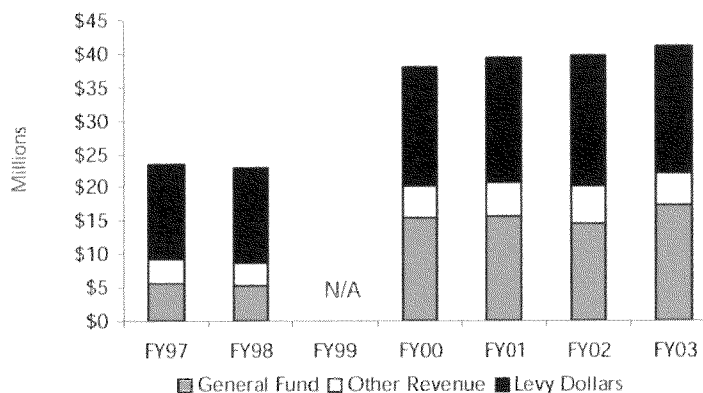
Source: Library Department

The Library is funded by the County's General Fund, voter-approved levies, and revenues from grants, fees, fines, and other sources. Historically, the Library has relied on serial levy funding and actively promoted Library services to maintain voter support. Since 1997, the County has asked voters to approve tax levies on three separate occasions. Two of these funding levies passed and the third passed but was invalid due to a minimum voter turnout requirement. Library levy revenues fell short of projection by \$2.5 million in FY02 and \$3.9 million in FY03.

County General Fund also has long been used to support the Library and has increased as a percentage of Library revenue since FY97. General Fund dollars allocated to the Library fluctuated from \$15.3 million to \$17.2 million between FY00 and FY03, and represented 40% of total revenues in FY00 and 42% in FY03.

Exhibit 3

Actual Library revenues (unadjusted)  
FY97-03



Significant changes in  
the Library system since  
1994 audit

The Auditor's Office concluded an audit of the Library in 1994. At that point, audit recommendations focused on increasing hours of operation, improving the deployment of staff, and developing operational efficiencies. In 1994, the Library operated the downtown Central Library, 14 neighborhood branches, and bookmobile services.

Since FY94, the Library's expenditure for operations (adjusted for inflation) has increased 71%. Significant changes have occurred beginning with the renovation or reconstruction of all Library facilities and the opening of two new neighborhood branches. A library branch was also opened at Parkrose High School in September 1998, but the cooperative agreement was terminated by the County in August 2002.

In addition, a number of technology-based changes have been implemented throughout the Library system. These include the

Library locations within  
Commissioner districts

The purpose of this audit was to assess the County's Library system between FY97 and FY03 to determine how Library services were delivered and at what cost. Included in this audit were these Library divisions: the Director's Office; Central Library; Community Services (neighborhood branches); Support Services; and Outreach Services.

We reviewed County ordinances, orders, and pertinent resolutions. We drew information from Library documents and reports as well as researching historical budgets. We researched best practices and

standards of comparable libraries and the American Library Association, and we gathered information on current practices and technology in the field of library science.

We accessed the Library's intranet to download usage data and other information. We performed a variety of quantitative analyses of expenditure data collected from the County's financial information systems. We studied branch efficiency patterns using expenditure trends, staffing trends, and the Library's outcome data. We reviewed the Auditor's Office personnel database to determine Library FTE trends.

We analyzed the operating expenditure trends of these system-wide support services from throughout the Library organization: Director's Office; Central Library Administration; Support Services Division's Support Services unit; Support Services Division's Learning Systems program; Children's and Teen Services Coordination; and Community Services Division Management.

During our examination of the Library's patron exclusion policies, we consulted with the County Attorney's Office. At our request, staff from the County Attorney's Office then reviewed those policies and further advised Library management.

For analysis of all expenditure trends, we adjusted for inflation based on 2003 constant figures, and we accounted for any reorganization of Divisions that may have occurred in the time period FY97 through FY03.

This audit was included in our FY03 and FY04 audit schedules, and was conducted in accordance with generally accepted government auditing standards. Other areas we identified as potential future audits were:

- Distribution of services
- Library siting
- Comparison of branch operations

## Audit Results

Libraries are a valued service for many Multnomah County citizens. In addition to providing access to books and other media, neighborhood branches are often viewed as indicators of community stability. The historic Central Library is seen by many as an important local institution. When compared to other large urban libraries, Multnomah County is among the top ranked libraries nationally, and voters consistently have shown their willingness to support the Library system.

Within the past few years, the Library has undertaken initiatives to streamline operations. The Library opened a new sorting center to improve materials movement, instituted system-wide sharing of a portion of its collection, and implemented a sophisticated system for delivering materials to the library locations requested by patrons. Library management also worked to improve the flow of books and materials among Central Library, the sorting center, and neighborhood branches. Along with technology innovations, these adjustments to service delivery allowed the Library to increase outcomes regardless of staffing cuts that occurred during FY02 and FY03 budget reductions.

Most importantly, the Library adjusted its deployment of personnel to respond to changing service needs. For example, even though there was an overall reduction in Library FTE, more personnel were added to the materials movement function. Materials movement spending rose as a result of opening the new sorting center in FY01 and adding 7.5 FTE, but those expenditures appear to have been a good investment toward increasing system-wide services.

Although the Library has initiated some operational improvements in recent years, we found there are further steps the Library and County officials can take to improve management of the Library system.

Library struggled to maintain services

This audit assessed the County's Library system between FY97 and FY03 to determine how Library services were delivered and at what cost. Our review showed that the County has struggled to maintain library hours, program offerings, and open new branches. We found that the County initiated system-wide expansion amid funding uncertainties caused by tax limitation measures. We also found no evidence that in the past, data was comprehensively analyzed for



system-wide planning. As a result, the Library may have missed opportunities to control costs for staffing and expenses not related to direct services to patrons.

Where the growth of the more traditional Library activities occurred in large part by adding staff, renovating facilities, and opening new branches, an increase in use of technology caused new types of services to emerge. These two service approaches – the traditional, more staff-intensive, facility-oriented approach and the non-traditional, more patron-directed and controlled-from-home approach have become integrated over time. While recommended in the Library's strategic plan, the County may not have the resources to sustain all of its services at the current level because of financial constraints.

Library spending  
increased amid financial  
uncertainty

The greatest period of expansion of the County's Library system occurred between FY97 and FY01 amid uncertainty regarding long-range funding stability. Oregon voters had passed three property tax limitation measures during the 1990's to curb government spending. This was particularly true with Measure 50 which passed in May 1997. It cut and capped property taxes, set a permanent tax rate that was not subject to increase, and rolled the existing Library serial levy into the permanent tax rate. Although County officials recognized there were additional financial constraints, planned enhancements of the Library system continued. After FY01, Library expansion declined as the result of the worsening economy and reduced revenues.

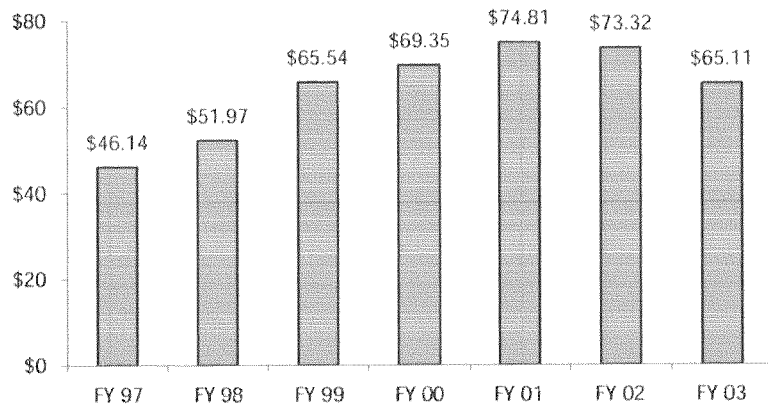
Between FY97 and FY01 a voter-approved bond measure and operating levies allowed the Library to add services and technology, launch additional renovation projects, and increase staffing by 45%. During that period, the Library brought more services to schools and school-aged children, and it began targeting outreach to people 55 and older, small businesses, and non-English speakers. A new branch was also opened in the Parkrose community, and the Library and County officials prepared to open other new branches.

Expansion activities raised the cost of doing business considerably. Library operating expenditures rose by 64%, peaking at nearly \$43 million in FY01. Driven by added hours and days of operation, the cost of neighborhood branches went from \$7.2 million to \$12.1 million, and Central Library expenditures increased from \$8 million to \$10.5 million. All other operating expenses, including books and materials, grew 87%, from \$10.8 million to \$20.2 million.

As a result, the total cost per county resident for Library services rose from \$46.14 per year in FY97 to \$74.81 in FY01. (These figures include the cost to taxpayers for debt for buildings but exclude new construction and renovation costs.)

Library costs per county resident  
(operating expenses and  
debt for buildings)  
FY97-FY03

Exhibit 5



Source: Auditor's Office

In early FY02, new branches opened in northwest Portland and the Fairview community, and the Library was investigating the possibility of opening new branches in north Portland and east county. However, by this point, there were indications that the County's ability to maintain its General Fund support of expansion efforts had reached a critical juncture.

When the region's slowing economy prompted shortfalls in planned General Fund revenues, the County was forced to reduce its FY02 budget, undergo a mid-year budget rebalance in FY02, and enact further budget cuts for FY03. These budget reductions impacted all County departments including the Library's General Fund allocation.

Levy revenues less than  
County anticipated

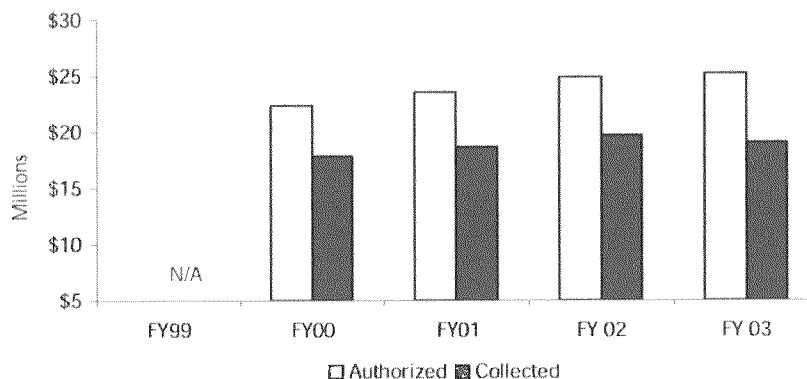
By FY02, it had also become clear to the County that in addition to fewer General Fund monies, future levy revenues would be substantially less than anticipated. This was due to "compression," a by-product of statewide voter-approved tax limitation measures that prioritized the use of property tax revenues.

Those tax limitation measures stipulated that local option levy revenues are collected only after all permanent tax rate obligations are met. Because property taxes for local governments are capped at \$10 per \$1000 of assessed valuation, all local option levies, such as the Library's, are paid out of what remains of the \$10 once each local government's permanent tax rate is assessed. This inability of a jurisdiction to collect all authorized taxes because of the cap is called compression. The amount collected per property for the Library levy depends on each jurisdiction's permanent tax rate, as well as the number of competing property tax levies, such as the Children's Initiative and the Parks and Recreation levies in Portland.

It was difficult to project levy revenues after the passage of Measure 50 because the impact of compression was unclear. For example, the County was authorized by the levy to collect \$25.2 million in FY03, but was only able to collect \$19 million primarily because of compression. The chart that follows compares the amount of operating levy revenues the County had the authority to collect with the amount actually collected for FY99 through FY03.

Comparison of levy revenues collected to funds authorized by voters since Measure 50

Exhibit 6



Source: County Finance, Budget and Tax Office

Although long-term funding appeared uncertain, the County continued to pursue expansion of the Library. Rather than revisit the feasibility of continuing to increase Library services, the County sought larger operating levies to expand and pay for existing services or in the case of the levy passed in 2002, reinstate services cut during budget reductions. Larger levies designed to compensate for compression losses increased the Library's cost to tax payers. The five-year levy passed in 1997 authorized the County to collect 59.5¢ per \$1,000, up from the 40¢ per \$1,000 passed in the previous levy. The 1997 levy was replaced in 2002, increasing the amount paid by taxpayers to 75.5¢ per \$1,000 per assessed value.

In response to fluctuations in available revenues, the Library made multiple service adjustments over the course of the seven years covered in our audit. For instance, hours of Library operation were adjusted six times. In the years between levy votes, hours were increased and days were added, only to be cut when unplanned revenue shortfalls occurred.

County did not establish a policy for General Fund support

Throughout the initial period of Library expansion between FY97 and FY01, County officials participated in the efforts to build a larger Library system. The Library's strong voter and community support put it in a unique position within the County organization.

After the passage of Measure 50, the Library levy in place at the time was added to the County's permanent tax rate. The County took the approach of allocating 10% of total property taxes received in the General Fund for Library operations, although under no legal obligation to do so.

The Board of County Commissioners (BOCC) did not set a formal policy regarding its General Fund allocation to the Library, and this hindered long-term financial planning. In addition, expansion continued without clear assurance that the level of on-going General Fund allocation would be adequate to support basic operations. The chart below shows that the Library did not receive the General Fund allocation they anticipated receiving during most of the fiscal years since Measure 50.

Exhibit 7

General Fund Allocation  
since Measure 50

	10% of GF	GF Transfer to Library	Percent above or below 10%
FY99	\$14,997,325	\$16,463,063	+ 9%
FY00	\$15,705,661	\$15,293,828	- 3%
FY01	\$16,456,043	\$15,611,323	- 5%
FY02	\$17,467,378	\$14,504,317	- 20%
FY03	\$17,498,488	\$17,233,656	- 2%

Source: County Finance, Budget, and Tax Office

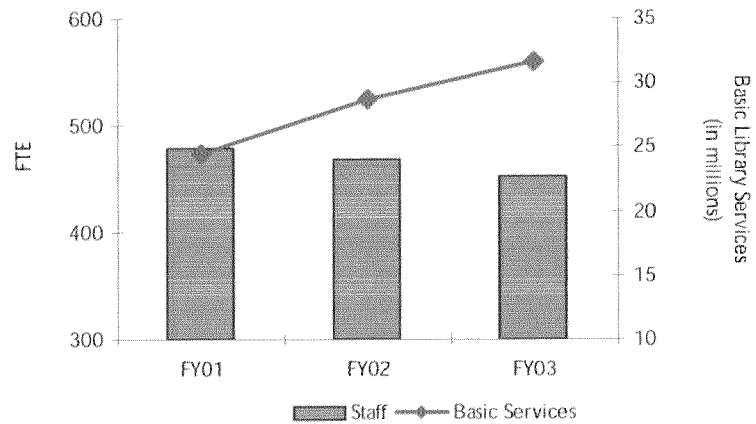
As an example of continuing expansion, the County began considering plans for another neighborhood branch in north Portland and a branch in the Troutdale community. Although there were indications that the replacement levy passed in November 2002 would bring in fewer revenues than had been forecast, these proposed new branches continued to be included in the Library's long-range budget projections.

Library may have added  
more staff than needed

We found that the Library was able to provide an increased level of services as staff declined between FY01 and FY03 and question whether all the FTE added in previous years were needed to achieve service outcomes. Due to budget cuts, the Library's overall FTE was reduced 5% between FY01 and the end of FY03. We found that basic services increased regardless of that decline in overall FTE. The graph on the following page compares Library staffing trends to these basic service totals for the period FY01 through FY03: first time check-outs, check-ins, hold requests filled, reference questions, programs, and renewals.

Exhibit 8

Total FTE compared  
to basic services  
FY01 – FY03



Source: Auditor's Office and Library Department statistics

Library expansion efforts that occurred between FY97 and FY01 added over 150 full-time equivalent (FTE) staff. Decisions to add more FTE throughout the Library system were influenced by a direct service model approach and were made in anticipation of the opening of new and renovated branches and increased use and hours. Expenditures for permanent staff, excluding benefits and insurance, went from \$10.4 million in FY97 to \$15.7 million in FY01.

The largest increase in the number of personnel occurred in the Community Services Division (neighborhood branches) where staffing went up 55% with the addition of 61.4 FTE. This was despite the fact only one new branch, the Parkrose Cooperative Library, was opened between FY97 and FY01, and several other branches were temporarily closed for renovations. Management stated that the increase in FTE was a result of a 67% increase in hours.

Data provided by the Library indicated that use statistics did go up during FY97 through FY01, but we found that factors beyond staffing contributed to those higher numbers. For instance, a growing number of patrons began accessing the Library's collection and databases through the Internet or taking advantage of conveniences offered through automation. These other factors signaled a shift in how patrons were choosing to access Library services, changes that may not have been sufficiently considered when determining the number of staff needed.

Analysis of data could  
have improved operations

The Library collects large quantities of statistics on basic services, and it tracks service indicator trends at the branch level and for outreach services. Recently, Library administrative teams have also begun to use data to analyze the progress of system-wide initiatives, including self check-out implementation, materials movement, and access management. Although we found data were used inconsistently, the Library has made improvements. These efforts will be helped by the planned conversion to a new information technology system.

However, in the past, the County could have made better use of available Library data to plan major changes, such as the expansion carried out between FY97 and FY01. For example, decisions to site new branches do not appear to have included thorough analyses of data during early planning. During our review of service delivery, we examined the distribution of Library services throughout the county. We found there was not equal distribution of branch locations relative to the county population. Analysis of the Library's statistics would have provided information on a variety of indicators of patron demand and use in particular sections of the county and would have informed service delivery decisions, including where to site new branches.

We saw no evidence that planning for long-term system-wide operations occurred in conjunction with review of Library service trend data. Such analysis would have been valuable, particularly given the cost and extent of expansion efforts undertaken. Prior audits of the County's capital construction and building leases processes have shown that inadequate planning and data analysis have created long-term problems for County officials and Library management.

Branch operations varied

Based upon FY03 data, we performed multiple tests designed to allow comparison across the spectrum of neighborhood branch operations. We found that larger facilities and those neighborhood branches with more staff or higher use of on-call staff did not necessarily operate more or less efficiently than other branches. We also found that some branches without self check-out machines could achieve high levels of efficiency even without that technology.

We were unable to determine if the characteristics of a given branch's surrounding community had an impact on use statistics, but we suspect that would be the case for some branches. For instance, if a large percentage of patrons were seniors or immigrants, Library staff might legitimately be required to spend more time involved in patron interactions, thus impacting overall productivity. However, even in those cases, we believe there are some general efficiency standards that could be applied to neighborhood branches. These standards could be drawn from a formal examination of how the most cost efficient and productive branches are managed and used.

### County missed opportunities for Library savings

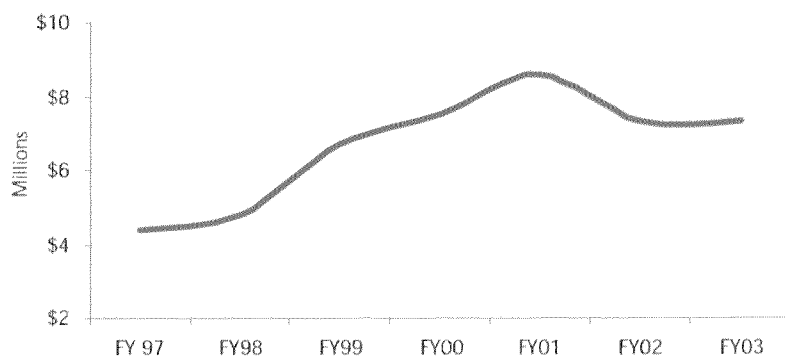
We reviewed system-wide support functions defined as the Director's Office; Central Library Administration; Support Services Division's Support Services Unit and Learning Systems Program; Children and Teen Services Coordination; and Community Services Division Management. System-wide support services are important to any organization and include management of staff and programs, budgeting and organizational development, and communication activities that support the work of the larger organization. Management of these costs is important for maintaining maximum efficiency so that all possible resources go toward direct service to Library patrons or other important service goals.

We found that the County missed opportunities for Library savings by not reducing the cost of system-wide support services. During the initial period of Library expansion between FY97 and FY01, system-wide support services costs grew at a faster rate than all other expenditure areas combined. This increase occurred in part because of the jump in staff within those functions. By FY01, the number of personnel providing system-wide support services went from 30 FTE in FY97 to 52 in FY01. Spending for Library system-wide support services went from 17% of all Library spending in FY97 to 19% in FY01.

Over the entire seven year period studied, total system-wide support services expenditures rose steadily from \$4.3 million in FY97 (adjusted for inflation), up to \$8.0 million in FY01, and decreasing to \$6.8 million by FY03. Trends are shown in the chart that follows.

Library system-wide support services expenditures  
FY97 – FY03

Exhibit 9



Source: Auditor's Office

The most cost effective level of system-wide support services is a matter of debate in the public sector, but many publicly funded organizations attempt to keep those expenses at 13% or below. Had

the Library done so, they may have realized an average savings of \$1.6 million per year between FY97 and FY03. Even maintaining system-wide support services expenses at 15% of total costs would have saved an average of \$856,000 per year.

Discretionary spending might  
have been  
reduced earlier

Between FY01 and FY03, the Library reduced total external materials and services costs by 28% in response to the County's ongoing budget crisis. A portion of this reduction occurred because of the transfer of some costs to the County's Information Technology Organization. It is unclear if materials and services cost savings were possible during the period prior to FY02. However, since departments typically have the greatest discretion over their materials and services budget, it is likely some costs savings were possible.

Materials and services budgets can be used for a variety of purchases, such as printing, rentals, supplies, education and training, local travel, and professional services contracts. In the Library's case, we sampled each of those particular categories. We found that between FY97 and FY01, expenditures in these six categories (adjusted for inflation) went up 77%. Spending was reduced 32% during the period FY01 through FY03 as shown below:

- printing costs (vended printing and copiers for public use) went from \$174,000 to \$120,000
- rentals (equipment and space that is not a library facility) went down from \$245,000 to \$38,000
- supplies purchases were cut by over one-fourth, going from \$770,000 to \$572,000
- local mileage and travel costs were cut from \$130,000 to \$104,000
- education and training spending decreased 73%, from \$240,000 to \$65,000
- professional services (provided by non-County employees or companies) were cut from \$815,000 to \$721,000

Materials and services represented 26% of the Library's total operating expenditures in FY01, but dropped to 22% in FY03. Even with the reduction that occurred after FY01, costs rose by 58% over the seven years covered by our audit. Although organizations need to have the capacity to make such purchases, potential savings opportunities were possible.

We determined that if the County had kept Library materials and services spending to no more than 22% of total expenditures each year as in FY03, there was a potential savings of up to \$5.1 million



between FY97 and FY03. This is significant because such savings might have prevented some cuts in Library hours and other patron services, or reduced dependence on General Fund support.

## **Recommendations**

- I. In order to clarify the County's long-term strategic objectives for Library services, we recommend the Board of County Commissioners (BOCC) undertake the following:
  - A. Formally adopt a financial policy outlining the priority it will assign to funding Library services with General Fund dollars;
  - B. Formally participate in Library planning to ensure the long-term needs of the County organization, as well as the Library, are fully considered.
- II. In order to manage resources, we recommend the Library make the following improvements:
  - A. Prioritize the types of services it provides to allow adjustments depending on the level of funding;
  - B. Continuously analyze service delivery patterns and adjust staffing to meet changing patterns;
  - C. Analyze differences in branch operations to determine efficiencies that could be implemented system-wide;
  - D. Determine the level of system-wide support required for efficient and effective operations, and monitoring these and discretionary spending on an ongoing basis.
- III. In order to sustain Library services and meet County and community goals, we recommend the BOCC and Library undertake the following:
  - A. Consistently use data to determine the need and location of any future branches or alternative services;
  - B. Re-evaluate current plans to fund the operation of new branches in the near future.

## **Responses**

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## Diane M. Linn, Multnomah County Chair

October 18, 2004

Suzanne Flynn  
Multnomah County Auditor  
501 SE Hawthorne, Room 601  
Portland OR 97214

Dear Suzanne,

I have reviewed your audit of the County's Library Services with great interest and want to thank you and your staff for your hard work and commitment to this County. We are always looking for ways to be more efficient in everything we do and audits are an indispensable part of that effort.

Multnomah County has a world-class library system that is well-loved and supported by this community. Our Library services have expanded in recent years to keep promises to the voters who have passed multiple levies to support libraries. Given this strong public demand, it is all the more important that we increase efficiencies and improve planning whenever possible.

I have discussed the audit and your recommendations with the Library Director and we agree that they are all excellent suggestions. I am quite pleased that the Library is already making progress in realizing most of the suggestions in the audit.

Your point that the Library needs to continually adjust staffing to meet changing patterns in service delivery is a good one. In the past two years, Library Services has realized more than \$560,000 in administrative salary and benefit savings. Our new Library Director, Molly Raphael, eliminated the deputy director position as one of her first moves after taking the position last year.

Library Services personnel have also developed and use measures to compare workload demands at the Central Library and branches to enable them to adjust to changes in service demands and workload requirements. I understand and am pleased to learn that Library Services is adding new measures to monitor these changes.



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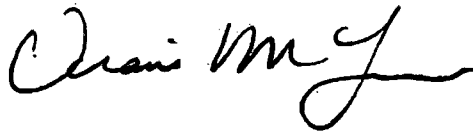
Suzanne Flynn  
Multnomah County Auditor  
October 18, 2004  
Page Two

I agree with your recommendations that the Library both prioritize the services it provides and fully involve the Board of County Commissioners in long-term strategic planning.

The Board of County Commissioners is revamping the entire County budget process in a way that should help meet both goals. Rather than having department and program-focused budgets, the Board is beginning this fall to rank everything the Library and every other County department does and rank those programs according to how well they help us meet a set of broad priorities. Programs and services that rank high will receive funding and programs that rank low will not. I believe this new approach will increase both Board involvement in, and the prioritization of, Library services.

As always, we appreciate your efforts to help us identify ways to improve the operations of Multnomah County.

Sincerely,

A handwritten signature in black ink, appearing to read "Diane Linn", with a stylized, flowing script.

Diane Linn  
Multnomah County Chair

c: Board of County Commissioners  
Molly Raphael, Library Director

**MULTNOMAH COUNTY  
LIBRARY**

205 N.E. Russell Street • Portland, OR 97212-3796 • PHONE: 503.988-5402 • FAX: 503.988-5441

**MEMORANDUM**

TO: Suzanne Flynn, Multnomah County Auditor

FROM: Molly Raphael, Director of Libraries

DATE: October 18, 2004

RE: Library Response to Library Services Audit

Multnomah County Library is pleased to have this opportunity to respond to the Library Services Audit report that was recently completed by you and your staff. We appreciate the analysis and recommendations contained in the report, and sincerely thank you for your work. The report identifies a range of issues related to improving library operations while carefully managing County resources—issues that frame all of the decisions we make. Our commitment is to provide the public with the best library service we can with the resources available to us. The information provided by the audit will help us refine our strategies and do an even better job.

Overall, the audit affirms the Library's continuous efforts to provide library services in the most efficient, cost effective and responsive way. Sometimes, an audit uncovers mismanagement or a lapse of financial controls. We did not expect you to find these in the audit of the Library, and you did not. We were pleased to read that the report noted, **"When compared to other large urban libraries, Multnomah County is among the top ranked libraries nationally."** A report issued by the Urban Libraries Council in June 2004 showed that of the ten highest circulating libraries in the country, Multnomah County Library, with a circulation in 2003 of more than 17.5 million items (or 26.6 items per capita), circulates more books than any other library in the United States. In addition, at a cost of \$2.29 per circulation, Multnomah County Library's cost per circulation is the lowest of the top ten libraries in the nation.

In October, the 2004 edition of Hennen's American Public Library Ratings (HAPLR) ranked Multnomah County Library as second among all libraries serving populations over 500,000 (up from last year's ranking of fourth). HAPLR scores assess the level of performance of the nation's public libraries. HAPLR scores are based on six input and nine output measures, such as circulation per capita, circulation per full time employee, percentage of budget spent on materials, how many times items in the collection are used, and per capita patron visits to the library.

The Auditor's own *Service Efforts and Accomplishments Social and Health Services* report, released in 2003, compared Multnomah County Library with four other library

Memorandum to Suzanne Flynn

October 18, 2004

Page 2

Re: Library Response to Library Services Audit

systems with similarities in the population served and library system characteristics. The report noted, **"The Multnomah County Library's circulation per capita was 24.2, the highest among jurisdictions compared. Cost per item circulated was \$2.60, the lowest among jurisdictions compared."**

As reflected in those rankings, it is readily apparent that Multnomah County Library is a well-used, cost effective library system. We are continually striving to meet the needs and demands of Multnomah County residents for library service and to improve our effectiveness and efficiency in providing that service. The voters have historically supported the Library's efforts as shown before, during and after the period of this audit:

- In 1996, voters passed a \$29 million dollar obligation bond for renovation and technology. As a result, four libraries are operating in new buildings and nine libraries were renovated. (Central Library and the Midland Library were renovated and rebuilt with an earlier voter-supported bond measure.) All locations are now equipped with technology in response to the heavy demands of our users.
- In 1997, voters passed a five-year levy, increasing their tax rate in support of more open hours and more books. As part of that levy, two new library locations were opened in 2002—the first new Multnomah County Library branches in 30 years.
- In 2002, voters again passed a five-year levy in support of library services.

Each of these voter-approved measures promised specific plans, programs and services to voters, and each commitment was or is being fulfilled. The need to go to the electorate for funding requires that the Library has a direct, accountable relationship to Multnomah County voters. We take that relationship very seriously and focus our efforts on keeping the promises we make to the voters.

I'd like to note that at no time did the Library ever overspend its budget allocation. In fact, the Library underspent every year, carrying over money from one budget year to the next in order to keep the commitments promised voters and library users for operations of their libraries.

We were pleased to see the Auditor's comment, **"The Library has undertaken some initiatives in the last three years to improve operations and balance the public's access to Library services with the responsibility to carefully manage County resources."** We continuously look for ways to streamline and contain costs.

The audit notes, **"We found that a new type of service delivery emerged during that period [the period covered by the audit], primarily due to new technology."** The attached graph shows that although library use increased 111% between FY98/99 to

Memorandum to Suzanne Flynn

October 18, 2004

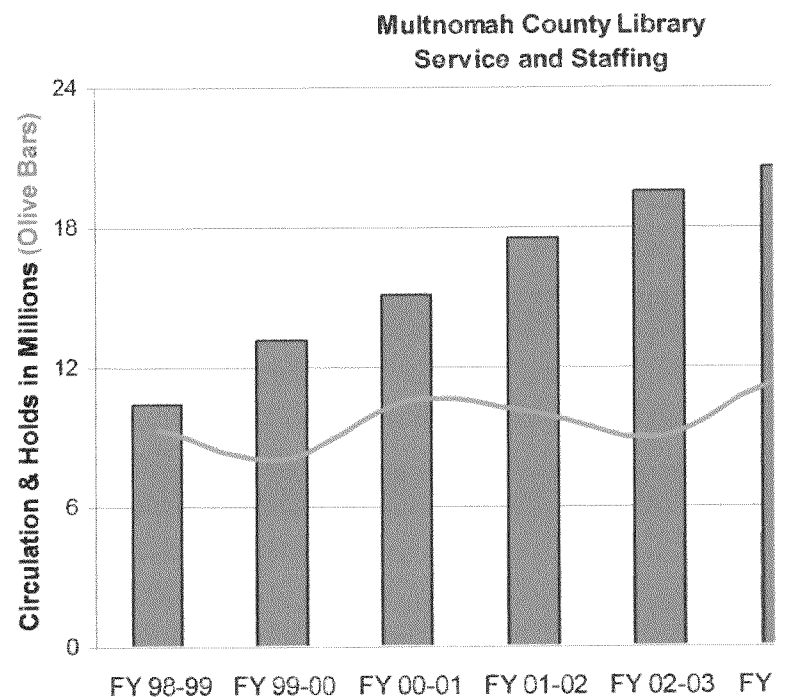
Page 3

Re: Library Response to Library Services Audit

FY04/05 (from 10.4 to 21.9 million transactions), the number of FTE staff in 2004/05 actually declined 1% (from 454.91 to 449.75 FTEs). Although staffing fluctuated during the overall time period due to changes in hours, two new library branches, and eight expanded branches, the current staff size is almost the same as in 1998/99. Increasing efficiency (in part due to use of new technology) allowed us to manage the huge circulation-related increases with fewer FTEs.

We accept all of the audit's recommendations as legitimate and valid areas of focus to help us to continue to make improvements in service and managing costs. An outline of the audit's recommendations and summary of Library efforts completed or underway for each recommendation is attached.

Again, we thank the Auditor for this report. After the 1994 Library audit, "Open Branches More Hours," we focused our efforts on implementing the report's recommendations and have a better Library system because of it. We will put this new audit to good use to help us do an even better job.





Memorandum to Suzanne Flynn

October 18, 2004

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Re: Library Response to Library Services Audit

## RESPONSE TO LIBRARY SERVICES AUDIT RECOMMENDATIONS

October 2004

Recommendation I- B [to the Board of County Commissioners]: Formally participate in Library planning to ensure the long-term needs of the County organization, as well as the Library, are fully considered.

### Actions Completed or in Process:

- The Library is in the final year of its fourth long-range plan, and is gearing up for the next planning process. We use our long-range plans, which outline the Library's priorities, to guide our funding decisions. For example, one of the major goals of the current plan is to provide literacy and reading programs for children and young people, and we have directed resources towards those programs. In the next plan, we foresee expanding the goal and directing resources to include parents and families. As with the current plan plus the three previous long-range plans, we will include BOCC participation in the Library's planning process in order to ensure a viable Library plan. It is fortuitous that the County is engaged in a priority-setting process this fall, at the same time that we are beginning the Library's next planning process

Recommendation II-A: That the Library prioritizes the types of services it provides that can be adjusted depending upon the level of funding.

### Actions Completed or in Process:

- Each year, the Library prepares its budget based on the specific language in the Library levy, i.e., what the County promised the voters they would receive for their tax money. For legal reasons and to keep faith with the voters, services specified in the Library levy are the highest priorities.
- Priorities are also spelled out in the goals and objectives outlined in *Extending the Promise*, the Library's long-range plan, and funding decisions are guided by these.
- In addition, the County is currently in the process of prioritizing services County-wide. Future decisions will be driven by the results of this process.
- Taking into account the possibility of continued revenue shortfalls, the Library's upcoming planning process for the new Library long-range plan will base the plan's goals and objectives on the levy language, County priorities, and public input.

Memorandum to Suzanne Flynn

October 18, 2004

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Re: Library Response to Library Services Audit

Recommendation II-B: That the Library continuously analyze service delivery patterns and adjust staffing to meet changing patterns.

Actions Completed or in Process:

- We have developed and constantly monitor workload measures to compare the work performed in branches and at Central, and use these measures to reassign staff as patterns of work change. Managers at all levels regularly review and analyze data to help them reach their decisions. For example, based on demographic information, usage patterns, and service priorities, the Library has recently shifted staff (.5 FTE librarian transferred from Hillsdale to Holgate, 1.0 librarian moved from School Corps to teen services, 2.0 librarians moved from reference functions at Central to outreach functions). Additional reassignments will soon take place for the same reasons.
- The audit noted that recently the Library added staff to the materials movement function to improve efficiency, even though there was an overall reduction in Library FTE.
- To address frequent shifts in service needs and workload, "floating" branch library staff are deployed where they're needed on a day-to-day basis.
- We'll continue to analyze on a quarterly basis changing delivery patterns and adjust staffing to meet changing patterns and needs.

Recommendation II-C: That the Library analyze differences in branch operations to determine efficiencies that could be implemented system-wide.

Actions Completed or in Process:

- The audit noted, **"We were unable to determine if the characteristics of a given branch's surrounding community had an impact on use statistics, but we suspect that would be the case for some branches."** This is indeed the case. For example, Fairview Columbia Library serves a population with a very high percentage of residents age eighteen and under (28%) and a high Hispanic/Latino population (15%), compared with Northwest Library, with 11% of its population age eighteen and under and 6% Hispanic/Latino. Demographics help shape our programs and services as well as influence how we staff the various branches.
- We are currently adding new workload measures and refining our data collection process, and will use this to improve our ability to compare workload and efficiency among branches. We are pleased to have received the Auditor's data regarding differences in branch operations, and have begun analyzing it to determine where further efficiencies can be implemented.

Memorandum to Suzanne Flynn

October 18, 2004

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Re: Library Response to Library Services Audit

Recommendation II-D: That the Library determine the level of system-wide support required for efficient and effective operations, and monitor these and discretionary spending on an ongoing basis.

Actions Completed or in Process:

- We agree on the importance of analyzing the level of system-wide support needed and monitoring discretionary spending, and will continue to do so. For example, since the period covered by the audit, we have eliminated a number of support services positions: 1.00 Deputy Director; 1.00 Administrative Secretary; 1.00 Program Development Technician; 1.00 Warehouse Worker; 1.00 Library Events Coordinator; .50 Human Resources Analyst; .50 Graphic Designer; and .75 Office Assistant II. The total cost savings from these support services positions is \$561,887.
- As the audit notes, we have also made significant reductions in materials and services (\$763,000 in the last two years). We will continue to monitor spending on an ongoing basis, making every effort to reduce and contain costs.

Recommendation III-A: That the Board of County Commissioners and the Library consistently use data to determine the need and location of any future branches or alternative services.

- We agree that it is critical to use objective data in planning for future branches or alternative services. These data, commonly accepted by the library profession, include demographics of the population in the service area, proximity to other library branches, site accessibility, and siting characteristics used in retail site selection. The Library recently received several communities' requests that we open new branches in their various neighborhoods. We determined that opening new branches in these areas would not be priorities, since residents of those neighborhoods live within the service areas of other library branches (generally accepted within the library profession to be a two to three mile radius). This is one example of how we use objective data in planning for future libraries.

Recommendation III-B: That the Board of County Commissioners and the Library re-evaluate current plans to fund the operation of new branches in the near future.

- We agree that we should not move forward with plans for the new branches until funding sources for construction and operations have been identified. In planning for these new branches, the Library is following Administrative Procedure FAC-1, which establishes a comprehensive process for planning authorization and construction of major facilities capital projects.

Memorandum to Suzanne Flynn

October 18, 2004

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Re: Library Response to Library Services Audit

The Library was authorized by the BOCC to begin planning for new branches at New Columbia and in Troutdale, and we have been reviewing the feasibility of these libraries. Administrative Procedure FAC-1 requires that before proceeding, "A funding strategy [be] developed in cooperation with the Chief Financial Officer. The funding strategy should cover the entire estimated project cost." Once this has occurred, the Library and Facilities and Property Management will prepare a Project Proposal, which must be approved by the Board of County Commissioners before the projects can move forward.

Budget projections prepared by the Library have consistently portrayed expenditures both with and without the two new branches.

## AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** October 28, 2004

**Agenda Item #:** R-3

**Est. Start Time:** 10:15 AM

**Date Submitted:** 09/29/04

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**Requested Date:** October 28, 2004

**Time Requested:** 5 mins.

**Department:** Non-Departmental

**Division:** Strategic Investment Program

**Contact/s:** Lisa Goldberg

**Phone:** (503) 988-4765

**Ext.:** 84765

**I/O Address:** 503/6

**Presenters:** Lisa Goldberg, Paul Molino (Program Director, Mt. Hood CC)

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**Agenda Title:** RESOLUTION Approving the Continuation of the Career Pathway Technology Project (Continued from October 7, 2004)

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.  
For all other submissions, provide clearly written title.**

- 
1. **What action are you requesting from the Board? What is the department/agency recommendation?** I recommend that the Board approve the continuation of the Career Pathway Technology Project.
  2. **Please provide sufficient background information for the Board and the public to understand this issue.** The Board originally approved the four-year Career Pathway Technology Project in 2001. The program has been administered by Mt. Hood Community College and has provided classroom instruction, small-group tutoring, and supplies and equipment to support science, math, electronics, and engineering education for students in six East County school districts and Marshall High School. It was developed in response to the requirement in the County's SIP agreement with LSI Logic that the company fund an education and training program in skills useful to the high-tech industry. Working collaboratively, LSI Logic, Mt. Hood Community College, Portland Community College, Multnomah County, and the East Multnomah County school districts developed the project. An ongoing advisory board with representatives from those organizations continues to guide the program. All of the school districts that participate in the program have expressed their support for its continuation. One of the main accomplishments of the program is raising math achievement levels of low-income,

underserved, and English-language learner students. With the dedicated SIP funds remaining, we propose to continue the program for an additional two years.

3. **Explain the fiscal impact (current year and ongoing).** Funding for the project comes from the SIP Education and Training Fund created by contributions from LSI Logic that were required in the SIP agreement with the County. Thus there is no impact on the County's general fund. Currently there is \$284,000 in the fund for education and training purposes. The proposed program budget is for \$123,517 for 2004-2005 and a similar amount for 2005-2006. Beyond 2006 funding for this program is anticipated to come from other sources.

**NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.**

**If a budget modification, explain:**

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**

- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:**

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

**If grant application/notice of intent, explain:**

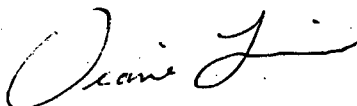
- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

4. **Explain any legal and/or policy issues involved.**

5. Explain any citizen and/or other government participation that has or will take place.

**Required Signatures:**

Department/Agency Director: \_\_\_\_\_



Date: 9/29/04

Budget Analyst

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

Date:

Dept/Countywide HR

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

Date:

# **The Career Pathway Technology Project**

**For Project Years 1, 2, 3, 4**

**2000 - 2004**

***Technology services to students in East Multnomah  
County schools funded by LSI Logic Corporation  
through the  
Strategic Investment Program (SIP)***

- ❖ Targeted Student Services –  
Math and Science
- ❖ Engineering & Microelectronics
- ❖ Electronics

October 7, 2004



## Purpose of the Project

The purpose of the Career Pathway Technology Project (CPTP) is to provide students in east Multnomah County with educational opportunities for careers available within high technology, manufacturing, and information technology industries. Employers, college faculty, and K-12 school personnel met and conferred in 1999 and 2000 to determine the most appropriate educational opportunities for students that did not already exist in the East County school districts. The identified classes were and are electronics, engineering and microelectronics delivered within the context of "knowledge-based education" or education that is based on working in teams, while understanding how to access and utilize information with a strong emphasis on communication, mathematics, chemistry, and physics.

### Enrollments in Electronics, Engineering and Microelectronics

Student interest in the high schools has been strong and has continued to grow. The engineering and microelectronics curriculum has been delivered at the Center for Advanced Learning (CAL) starting with the 2003-04 school year. The following table shows the grant objective and the actual enrollments through the first four years of the project at various locations in East County.

Location	Schools	Class	Four Year Grant Objective	00-01 Actual	01-02 Actual	02-03 Actual	03-04 Actual	Totals
Barlow	Barlow	Electronics	60	0	59	36	47	142
David Douglas	David Douglas (see note below)	Electronics	7	7	0	0	0	7
Maywood	Parkrose Helensview Madison	Electronics	80	10	19	10	43	82
MHCC	Corbett Gresham Centennial Reynolds	Electronics	80	33	25	26	23	107
MHCC	Gresham, Centennial Reynolds Barlow David Douglas Sandy	Microelectronics	60	16	18	27	0	61
CAL	Gresham, Centennial Reynolds Barlow	Engineering and Microelectronics	20	N/A	N/A	N/A	46	46
Marshall	Marshall	Electronics	60	0	22	23	40	85
		<b>Totals</b>	<b>367</b>	<b>66</b>	<b>143</b>	<b>122</b>	<b>199</b>	<b>530</b>

Note: David Douglas High School (DDHS) consistently enrolls approximately 100 students each year in their own electronics program. The Career Pathway Technology Project supports DDHS through purchases of equipment, software and materials amounting to \$43,000 through Year 4.

### High Tech Talent Project (HTTP)

The CPTP also includes High Tech Talent Project (HTTP), a mathematics and science component for middle and high school low income, underrepresented, disabled, and English Language Learner (ELL) students. The goal of the HTTP is to provide math and science opportunities that will assist these students in reaching the intermediate algebra (Math 95) level by their junior year. Math 95 is the level necessary to begin post-secondary professional-technical programs at the community college or four year college or university. The following table shows the enrollment goals reached during the first four years of the project.

**8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> grade Math Tutoring & ELL Science Projects**

High Tech Talent Project (HTTP)	Three year Grant Objective	01-02	02-03	03-04	Totals
David Douglas	24	8	8	11	29
Marshall	24	8	8	8	24
Parkrose	24	8	10	10	18
Reynolds High	24	8	8	48	64
Reynolds Middle	0	0	0	98	98
Totals	96	24	34	175	233

### Achievement

- There were 146 students participating in classes specifically designed for ELL students that included either science curriculum (Science for all languages at Reynolds High) or career awareness, employer speakers, and site visits to OHSU, OMSI, Reed College and MHCC).
- Of the 87 students enrolled in math tutoring, 58 students increased math proficiency through increased grades, test scores or readiness to enroll in intermediate algebra or by actually completing intermediate algebra before their junior year.

### Graduation Rates

There were sixty-two graduating seniors enrolled in various CPTP classes during the first three years of the project. Forty-one of these students successfully graduated in 2003. Three students left high school for reasons unknown. Five did not graduate and may return in the fall. Marshall High School did not report on their thirteen seniors and CPTP staff does not know if they graduated. The surveys that were mailed to the sixty-two graduating seniors to obtain information on college or university enrollment were not returned. To improve survey results in the future, CPTP staff will work more closely with school counselors in 2004-05 and 2005-06 while the students are still at the high school to obtain this information. Forms will be processed before graduation with parent signatures so that CPTP staff may legally contact colleges and universities for this information.

### **Post-Secondary Transition**

Transitions by CPTP students into post-secondary technical degree programs have not resulted in significant increases at the college or university level. These findings are based on reports to the CPTP advisory committee by staff from surveys mailed to participating students after they graduated from high school. Granted, getting surveys back from students after they graduate is not an easy task. It is safe to say, however, that enrollments at MHCC and PCC's technical degree programs were not substantially increased as a direct result of the CPTP grant.

- This does not mean that students did not benefit from the instruction.
- The sixty-two graduating seniors by the end of Year Three represented a small population of the total number of students participating in the grant.
- Students may return to college at a later time and enroll in this technical area or other programs in the future.
- Expecting a single grant program to effectively increase college enrollment may be asking a great deal from a one project.

#### **Advisory Committee Action:**

The advisory committee determined that the electronics coursework in the project was meeting grant outcomes. However, the committee was asked to assist Mt. Hood Community College's efforts in marketing and recruiting to recently graduated high school students.

#### **Actions taken in Year 4**

- Starting in October 2003, LSI Logic and Microchip Technology training managers meet each month with the MHCC Dean of Math and Engineering, the coordinator of the Electronics Department, and CPTP staff to plan marketing and recruitment strategies.
- MHCC faculty will increase the number of presentations made to students in high school electronics classes regarding the college's degree programs.
- March 9<sup>th</sup> College Preview night was attended by LSI and Microchip supporting the MHCC electronics and engineering departments
- March 29, MHCC increases marketing of five \$1,000 LSI Logic scholarships to high school seniors
- April 21<sup>st</sup> Career Fair at MHCC with be attended by LSI and Microchip supporting the MHCC electronics and engineering departments

## High Tech Talent Projects for School Year 2004-05

School	Project	Purpose	Partner	Projected Enrollment
David Douglas High School	Math tutoring	Math tutoring to increase the number of students reaching Math 95 by Junior year	DDHS math dept	12
Marshall High School	Algebra and Geometry classes at PSU	Math classes at PSU to increase the number of students reaching Math 95 by Junior year	TRIO Upward Bound, PSU	8
Parkrose High School	Math tutoring and parental involvement	Math tutoring to increase the number of students reaching Math 95 by Junior year	PHS math and science dept	50
Reynolds High School	ELL Science for All Languages	Continue ELL science unit that has not been provided	RHS science dept	48
Reynolds Middle School	Multicultural Students in Science & Technology	Increase career awareness and achievement of ELL students through field trips, speakers and student-based projects of country of origin	RMS ESL teachers	98
Lane Middle School and Binnsmead Middle School	Algebra and Geometry classes at PSU	Math classes at PSU to increase the number of students reaching Math 95 by Junior year	TRIO Upward Bound, PSU	12
Clear Creek Middle School	Bi-Cultural Student Support & Awareness Project	Increase career awareness and achievement of ELL students by using video technology to connect country of origin with current school expectations	Sun Schools Project	50
Pending	Math tutoring	Partner with the Smile Project in David Douglas SD for sustainability	OSU/Smile Project	12
				290

# **The Career Pathway Technology Project**

## **Year Five**

### **2004-05 School Year**

October 18, 2004

TO: Multnomah County Commissioners

RE: Request for continued funding of the Career Pathway Technology Project

Including: Outcomes based on the Standards of the Oregon Department of Education

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#### **Contents:**

- ☐ How the CPTP prepares east Multnomah County students for family wage careers
- ☐ Project outcomes including standards tables matched with Oregon Department of Education Standards for the Certificate of Initial Mastery (CIM)
- ☐ Sustainability plan for TRIO grants to the Federal U.S. Department of Education
- ☐ 2004-05 classes and projects in place
- ☐ Budgets for 2004-05 and 2005-06

## **Project Design**

A survey funded by the Regional Strategies Board in 1999 was made in eight east Multnomah County high schools to determine the level of technical curriculum available in the schools. The survey discovered a lack of technical classes and curriculum leading to careers in manufacturing and high technology; specifically electronics and engineering. Employers were consulted for their workforce needs in the County and their response was that schools needed to offer more course work related to manufacturing and high technology. Input from employers, the survey, and input from the schools was used to design the Career Pathway Technology Project (CPTP) in 2000. Project-based classes in electronics were planned for and implemented in the schools. Engineering classes began in 2003 with the start up of the Center for Advanced Learning (CAL) for 11<sup>th</sup> grade students in four school districts in east Multnomah County. 2004-05 is the first year that seniors have enrolled at the CAL.

During the first year of implementation in 2000-01, the County Commissioners asked that the High Tech Talent Project (HTTP) be added to the project in school year 2001-02 along with tuition scholarships to encourage low income ELL students to graduate from high school and transition into post secondary education. The HTTP was developed primarily for English Language Learner (ELL) freshman and sophomore students from low-income families to better prepare them in math and science. It was the thought of the Commissioners' staff that ELL students in the early grades are in need of intervention in math and science to prepare them for entrance to community college and/or four year university technical programs that, at a minimum, require Math 95, intermediate algebra, and science.

## **Why are the HTTP services for low-income students so different and why can't we have just one focused program?**

It was hoped that the entire HTTP would be a common tutoring program in all the schools. However, for reasons outlined during the October 7, 2004 presentation to the County Commissioners', tutoring is not always what students ask for or what will work in an individual school. Oregonian reporter Betsy Hammond reported in the May 30, 2004 article titled "Oregon tutoring a lesson for all" that of the 2,860 students eligible for free tutoring only 13% used the service and that use was sporadic. Instead of requiring that tutoring must be the service of choice, CPTP staff asked students, teachers and administrators what they would like in terms of assistance to primarily ELL students. The response was that budget limitations seriously limited important learning experiences in four areas:

- Field trips to visit employers, OHSU, OMSI, or college campuses
- Events where parents and entire families can be involved in a student's learning
- Science projects specifically designed to assist ELL students understand science by using project-based tools and where English is used for project reporting
- Math classes with a small numbers of students by teachers who familiar low income, first generation, and ELL students.

## **HTTP Mini-Grants**

CPTP staff initiated "mini-grant" process so schools could apply for HTTP funding for projects targeted primarily for ELL students with a focus on math, science, and technology.

- The project at Clear Creek Middle School is partnered with the Sun School Program to involve forty Latina and Latino students and their parents to use video technology to improve "campus climate" and ultimately scholastic achievement. These videos will be shown to parents, staff and employers in May 2005.

- The Reynolds High School ELL “Science Olympics” will pair high school ELL students with elementary ELL students at Alder Elementary School that has an ELL student population near 80%. The high school ELL students will be taught how to present and involve the students in grades 1-5 in a variety of hands-on science activities covering all seven of the Common Curriculum Goals of the CIM in grades 1-5. By using the ELL students working along side students from the advanced chemistry class at Reynolds, we will encourage science literacy in both the high school ELL group and the elementary ELL students.
- Last year’s project at Reynolds Middle School “Students involved in Science and Technology” involved over eighty Latina, Latino, and eastern European students in career exploration. The project funded field trips to Reed College, PSU, and OHSU where forty-eight students met with OHSU medical and dental students, and a field trip to the simulated microelectronics clean room at MHCC. The project culminated in May 2004 with a presentation by all students. Eight of the ELL students gave a prepared speech in front of ninety-eight students, teachers, parents and employers about future dreams educational goals.
- At Marshall High School we partnered with PSU’s Upward Bound Program to avoid duplication of services and to better leverage the limited resources of the grant. CPTP partnered with the Upward Bound to enroll five HTTP students in math classes at PSU. The classes through Upward Bound cost less than tutoring and are taught by certificated teachers in classes no larger than fifteen students. Upward Bound is limited due to funding in the number of students it could enroll in these classes and spaces were available. HTTP reimburses Upward Bound on a per students basis for the algebra, geometry and pre-calculus classes. This opportunity results in Marshall students moving ahead faster by completing whole classes during summer months at PSU. The added benefit is that Marshall students attend classes on a college campus.

### ***How CPTP prepares east Multnomah County students for family wage careers***

#### **How the CPTP prepares students for careers in Engineering**

The lack of enough students enrolling engineering in Oregon universities is well documented. The CPTP addresses this need for pre-engineering students at the high school level by partnering with the Center For Advanced Learning (CAL). The CAL will deliver university transferable engineering classes to sixteen students this first semester and the same sixteen students will continue for a second class in the second semester for a total of thirty-two students. This may be the largest cohort of pre-engineering students in the State of Oregon. These students will graduate from high school with eight engineering credits that are transferable to UO, OSU, PSU and other campuses. Rather than duplicate curriculum, the CPTP provides a MHCC engineering instructor, materials and supplies, to teach Engineering Orientation GE 101 and Engineering Graphics GE 115 at the CAL to students from four neighboring school districts.

#### **How the CPTP prepares students for careers in Electronics**

Only one high school, David Douglas, in east Multnomah County has a full curriculum in electronics. The CPTP now delivers electronics classes to high school students at Reynolds, Parkrose, and Barlow high schools, and at MHCC, and in the second semester at Marshall High School. Classes are “project-based” and will be assessed to the same CIM standards as other classes. According to Oregon Department of Education, the standards are more meaningful when “demonstrated through integrated, interdisciplinary approaches and hands-on activities such as accomplishing a task or discovering a solution to a problem....” As more students have the

opportunity to learn about electronics and engineering, more students can transition to those career areas after high school graduation and post-secondary education.

### **How the CPTP prepares students for manufacturing and other high tech careers**

The electronics and engineering classes can lead to careers that are broader than their own disciplines. For example, the CPTP computer electronics class at Parkrose High is part of the larger Information Technology (IT) emphasis at the school. Students enroll in computer electronics and other classes in computer hardware and software. This allows CPTP students to choose careers in IT as well as electronics. At Marshall High School, students enrolled in the CPTP computer electronics class are part of the larger business and manufacturing academy within the new BizTech High. This academy is funded in part by the Bill and Melinda Gates Foundation. Again, students completing computer electronics can choose either the Information Technology pathway or the Industrial and Engineering Systems pathway and the related careers available.

### **Education Plans**

During the spring of 2005, the Oregon Department of Education (ODE) will have all freshman and sophomore students complete an Education Plan where they will make a choice to concentrate in one of six career pathways now called Career Learning Frameworks. By delivering the engineering and electronics classes to students in east Multnomah County, the CPTP will result in more students choosing the Industrial and Engineering Career Learning Framework or the Information Technology Career Learning Framework for the remainder of their high school education. Both frameworks lead to the professional-technical programs at the community college and university level in high technology or manufacturing and these careers lead to family wage jobs. This is the first year that Oregon students will make these choices with an actual Education Plan. The CPTP will compare these choices once a baseline of choice has been established in the schools.

It is important that students make an “informed choice.” Without these CPTP technical classes, most students would have minimal knowledge of the manufacturing or high tech industry or the careers within these industries. The CPTP classes are well positioned to help students make informed choices at this crucial time in their education.

### ***Project outcomes to Oregon Standards for the Certificate of Initial Mastery (CIM)***

Where possible and appropriate, all CPTP technical classes and HTTP projects will be measured to the Oregon Department of Education’s standards for the Certificate of Initial Mastery (CIM). The goal of the statewide standards is to “create consistency” for measuring learning and student success for all of Oregon’s students. This approach ensures that the CPTP is “joined at the hip” in the schools and is not a stand-alone, separate project. The following are the objectives for student success for each technical class and each project. CIM standards tables will be used where appropriate.



**Electronics**  
**Standards for Electronics classes**

**Measurable Objective:**

1. 80% of the seniors will graduate from high school
2. 75% of the graduating seniors will transition to community college technical programs or university programs in engineering or information technology.
3. 75% of the students enrolled in CPTP electronics classes will choose the Industrial and Engineering Career Learning Framework of the Oregon Department of Education when tested in May of 2005.
4. 40% of the students will earn a grade "B" or better

**Oregon Instructional Common Curriculum Goals for Technology**

The electronics classes provide a direct opportunity for students to learn about this career pathway and apply the Common Curriculum Goals for Technology.

**Standards for reaching the Common Curriculum Goals for Technology: Electronics**

<b>Common Curriculum Goals</b>	<b>Performance Standard</b>	<b>Performance Indicators</b>
Demonstrate proficiency in the use of technological tools and devices.	Equipment is set up and operational for fabrication. Testing meters and scopes are calibrated and read DC circuits.	Students will safely operate tools for soldering, and testing equipment (meters and scopes).
Select and use technology to enhance learning and problem solving.	Students demonstrate three methods for problem solving DC circuits	Students will problem solve 8 DC circuits projects using testing equipment.
Access, organize, and analyze information to make informed decisions, using one or more technologies.	Appropriate test equipment is chosen. Eight circuits are operational after analysis.	Students will read and apply knowledge to electronic projects and use appropriate tools to fabricate, test, analyze, and operate.
Design, prepare, and present unique works using technology to communicate information and ideas.	Students communicate information to complete projects.	Students will critique each project with peers about how the project might be used in other applications.
Extend communication and collaboration with peers, experts, and other audiences using telecommunication.	Students will communicate using tools available in the lab.	Students will access the internet for information and communication with employers related to electronics technologies.

**Engineering**  
**Engineering classes at the Center for Advanced Learning (CAL)**

**Measurable Objectives:**

1. 100% of the seniors will graduate from high school.
2. 16 students will enroll in Engineering Orientation GE 101, a four-credit university transferable class, in the first semester of 2004-05.
3. 16 students will enroll in Engineering Graphics GE 115, a four-credit university transferable class, in the second semester of 2004-05.
4. 75% of all the students will earn a grade "B" or better.
5. 90% of the graduating seniors will transition to community college technical programs or engineering programs at the university level.
6. 100% of the students will continue to be enrolled in the Industrial and Engineering Career Learning Framework of the Oregon Department of Education.

GE 101 Engineering Orientation 4 credits	This course will serve as a road map to a rewarding career in Engineering. The course gives an introduction to the engineering profession and engineering problem solving. It includes an overview of various engineering fields and job functions, engineering education, professionalism and ethics, communication skills, engineering mechanics, electrical fundamentals, engineering economics, and basic programming techniques.
GE 115 Engineering Graphics 4 credits	This course focuses on graphic communication, multiview and pictorial representation, graphic analysis and solutions, and computer-aided drafting.

**Math Tutoring**  
**David Douglas High School and Parkrose High School**

**Measurable Objectives:**

1. 100% of the students receiving math tutoring will meet the CIM standard for mathematics by scoring 239 out of 300 in the knowledge and skills state test to be administered in Spring 2005.
2. 100% of the students receiving math tutoring will meet the CIM standard for problem solving by scoring 40 out of 58 on the state test to be administered in Spring 2005.

**CIM Performance Standard for Mathematics**

	<b>Meet Standard</b>	<b>Exceed Standard</b>
<b>Mathematics</b>		
State Test (knowledge and skills)	Score 239 out of 300	Score 249 out of 300
State Test (problem solving)		
▪ Composite score	Score 40 out of 58	Score 50 out of 58
▪ Minimum score in each dimension	3	4
Work Samples		
▪ Minimum score in each dimension	4	5
▪ Number of work samples meeting standards required in 2004-05	2	2

## Standards for Science Olympics Reynolds High School

### Measurable Objectives:

1. 80% of the ELL students participating in Science Olympics will increase their CIM science scores by 10 point gain (typical score improvement in science for ELL students is 6 points).
2. 100% of the ELL students will use technology to deliver an oral presentation on a Science Olympics concept that will be scored for a speaking CIM Work Sample.
3. 100% of participating ELL students in Science Olympics will spend 10 hours mentoring elementary students.

### Common Curriculum Goals for Science

Science Olympics is designed for English Language Learner (ELL) students to learn and apply the Common Curriculum Goals (CCG's) for science. Also, the use of technology and the presentations of learned information from the RHS ELL students also address the Technology & English CCG's. RHS Chemistry & ELL students will present 13 different science stations to elementary students at Alder Elementary School. A Science Olympics station is described for each CCG that will be addressed. As RHS students will be teaching Alder students, both levels will exit this program having accomplished the CCG.

Common Curriculum Goal for English: Speaking & Listening	Science Olympics
Communicate supported ideas across subject areas using oral, visual & multi-media forms in ways appropriate to topic, context, audience and purpose; organize oral, visual & multi-media presentations in clear sequence, making connections & transitions among ideas & elements; use language appropriate to topic context, audience, & purpose; demonstrate control of eye contact, speaking rate, volume, enunciation, inflection, gestures, and other non-verbal techniques.	RHS Chemistry & ELL Students will receive instruction on various topics that they will in turn teach to elementary school students at Alder Elementary School. Following the Science Olympics, ELL students will also be asked to present the information they learned to their classmates.

Common Curriculum Goal: Technology	Science Olympics
Demonstrate proficiency in the use of technological tools & devices	RHS Students will give presentations to their classmates following the Science Olympics.
Select and use technology to enhance learning & problem solving	Presentations will utilize the Power Point program and be projected during their presentation
Design, prepare, and present unique works using technology to communicate information & ideas.	Instruction will be given on the use of the technology for presentations

**Standards for Clear Creek Middle School's  
Bi-cultural Student Support and Awareness Project**

**Measurable Objectives:**

1. 100% of the students in the project will utilize technology to design, film, and edit a three-minute video of their family and community and educational goals.
2. 100% of the students will deliver a ten-minute presentation about the video and its production to parents, teachers, employers and others on May 10, 2005.
3. 100% of the students will complete a "campus climate" inventory in October 04 and May 05.
4. 80% of the students will show a significant increase in participation in activities at school and by responses to pre and post surveys.

The Bi-cultural Student Support and Awareness Project at Clear Creek Middle School is a good example of a method for involving parents and family with schools. Forty English Language Learner (ELL) students, some of whom are new to this country, and their families will utilize video technology for meeting the Career Related Learning Standards (CRLS) of the Oregon Department of Education (ODE). The Sun Schools program and MHCC Video Production Department will work with forty ELL students to design, film and edit a short video about their family, county of origin and their current educational goals at Clear Creek Middle School.

**Math Classes for Marshall High School students  
Partnership with TRIO Upward Bound Program at PSU**

**Measurable Objectives:**

1. Five students will successfully complete math classes in algebra, geometry or pre-calculus at PSU during the summer 2004
2. 100% of the HTTP students will complete the classes with a grade "C" or better.
3. 60% of the students will complete the classes with a grade "B" or better
4. 100% of the students will meet the CIM standard for math with a score of 239 out of 300 for Knowledge and skills.
5. 100% of the students will meet the CIM standard for math with a score of 40 out of 58 for problem solving.

The benchmark for success in the Career Pathway Technology Project (CPTP) is reaching Math 95 (intermediate algebra) by their junior year. Professional-Technical and four year college programs require Math 95 proficiency and beyond for entrance. CPTP has partnered with PSU's Upward Bound Program to deliver mathematics to Marshall HTTP students as the best method for reaching this benchmark. This partnership "bridged" across grant-funded programs to utilize Upward Bound tutors and teachers who teach HTTP students from the same targeted population as Upward Bound students.

HTTP provides TRI-MET bus tickets, supplies, and instructor salary and fringe based on the number of HTTP students in the class. Math classes taught by certificated teachers at PSU during the summer resulted in Marshall students receiving mathematics instruction they otherwise would not have received. Marshall students may then progress to more advanced math levels and be better prepared for post-secondary education upon graduation. Eight students received math tutoring/mentoring each year. Seven students in the summer of 2003 completed actual classes at PSU and five students completed classes in summer of 2004.

**School Year 2004-05   Summer 2004**

<b>Student</b>	<b>Math class</b>	<b>Grade</b>
Cesilia A.	Geometry	B
Sarah P.	Geometry	A
Ami H.	Geometry	C+
Eddie J.	Algebra 3	A
Tatyana K.	Pre-Calculus	C+

**School Year 2003-04   Summer 2003**

<b>Student</b>	<b>Math class</b>	<b>Grade</b>
Tyson F.	Geometry	A
Lidiya B.	Geometry	A
Roman K.	Geometry	A
Emery F.	Geometry	A
Andrew B.	Geometry	A
Andrew B.	Algebra 3,4	C
Sergery K.	Algebra 1	B

## *2004-05 classes and projects in place*

### **Electronics and Engineering 2004-05**

Location	Schools	Class	Current Enrollment Fall 04	Projected 2004-05 Enrollment (duplicated)
Barlow High School	Barlow	Electronics	24	40
Parkrose High School	Parkrose	Electronics	25	45
Reynolds High School	Reynolds	Electronics	33	55
MHCC	Gresham, Centennial Reynolds	Electronics	10	20
Lent's Tech	SE Works	Electronics	19	19
Corbett HS	Corbett HS	Electronics	10	10
CAL	Gresham, Centennial Reynolds Barlow	Engineering	16	32
Marshall	Marshall	Second Semester Electronics	0	25
		Totals	137	246

### **2004-05 High Tech Talent Projects**

School	Project	Partner	Current Enrollment Fall 04	Projected 2004-05 Enrollment
David Douglas HS	Math tutoring	DDHS math dept	12	12
Marshall HS	Algebra and Geometry Summer 04	TRIO Upward Bound, PSU	8	8
Parkrose HS	Math tutoring	PHS math and science dept	50	50
Reynolds HS	ELL Science for All Languages	RHS science dept	48	48
Clear Creek Middle School	Bi-Cultural Student Support & Awareness Project	Sun Schools Project	40	40
			158	158

***Sustainability Plan for TRIO grants from the U.S. Department of Education***

The CPTP, and MHCC in concert with local school districts, will submit an Educational Talent Search (ETS) grant proposal to the U.S. Department of Education in 2005 for approximately \$1.25 million dollars for five years funding to sustain most of the CPTP services to students in east Multnomah County. This five-year grant would begin in Fall 2006 and requires no matching funds and is renewable. Eight ETS programs operate in Oregon with each serving approximately six hundred, 6th through 12<sup>th</sup> grade low income and first generation students. Our HTTP projects have been “modeled” after TRIO ETS programs and our networks are already established in the schools with students, counselors, teachers, and administrators.

The table below lists four TRIO grants coming due within the next 24 months. CPTP staff has met with MHCC administration. A grant team will meet in November to begin the process of designing and writing a proposal with local area schools. For this reason, it is important to continue the CPTP to June 30, 2006.

**U.S. Department of Education TRIO grants**

<b>Grant</b>	<b>Level</b>	<b>Number of Students</b>	<b>Annual funding For each of Five Years</b>	<b>Proposal Due</b>	<b>Funding</b>
Educational Talent Search	Grade 6 to grade 12	600 Approx	Approx 250K	Fall 2005	Fall 2006
Education Opportunity Centers	GED and returning students	1,000 Approx	Approx 250K	Fall 2005	Fall 2006
Upward Bound	High School	90 Approx	Approx 250K	Fall 2006	Fall 2007
Upward Bound Math & Science	High School	90 Approx	Approx 250K	Fall 2006	Fall 2007



## ***Budgets for 2004-05 and 2005-06***

As noted in the Sustainability section, it is very important to continue the CPTP until the TRIO begins in Fall 2006. The following budgets will fund CPTP until sustained by TRIO grants.

### **School Year 2004-05**

<b>Account Name</b>	<b>Grant Amount</b>	<b>In Kind</b>	<b>Total</b>
Salary& Fringe, Project Management	0	51,386	51,386
Salary & Fringe, Administrator	0	8,682	8,682
Salary & Fringe PT	21,000	0	21,000
Evaluation & Reports	1,500	0	1,500
Targeted Salary	7,000	0	7,000
Targeted Materials	3,200	0	3,200
Targeted Scholarships	16,000	0	16,000
Supplies Graphic	750	250	1,000
Supplies Instruction	11,500	500	12,000
Supplies Maintenance	500	250	750
Travel In State	0	250	250
Contract Service Personal	21,300	0	21,300
Contract Service Phone	0	360	360
Repair & Replace	1,000	0	1,000
Indirect 8%	6,100	20,674	26,774
<b>Total</b>	<b>89,850</b>	<b>82,352</b>	<b>172,202</b>

### **School Year 2005-06**

<b>Account Name</b>	<b>Grant Amount</b>	<b>In Kind</b>	<b>Total</b>
Salary& Fringe, Project Management	0	51,386	51,386
Salary & Fringe, Administrator	0	8,682	8,682
Salary & Fringe PT	19,000	0	19,000
Evaluation & Reports	1,500	0	1,500
Targeted Salary	7,000	0	7,000
Targeted Materials	3,200	0	3,200
Targeted Scholarships	16,000	0	16,000
Supplies Graphic	750	250	1,000
Supplies Instruction	8,500	500	9,000
Supplies Maintenance	500	250	750
Travel In State	0	250	250
Contract Service Personal	21,300	0	21,300
Contract Service Phone	0	360	360
Repair & Replace	1,000	0	1,000
Indirect 8%	6,100	20,674	26,774
<b>Total</b>	<b>84,850</b>	<b>82,352</b>	<b>167,202</b>

# **The Career Pathway Technology Project**

## **Year Five**

### **2004-05 School Year**

October 18, 2004

TO: Multnomah County Commissioners

RE: Request for continued funding of the Career Pathway Technology Project

Including: Outcomes based on the Standards of the Oregon Department of Education

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#### **Contents:**

- ☐ How the CPTP prepares east Multnomah County students for family wage careers
- ☐ Project outcomes including standards tables matched with Oregon Department of Education Standards for the Certificate of Initial Mastery (CIM)
- ☐ Sustainability plan for TRIO grants to the Federal U.S. Department of Education
- ☐ 2004-05 classes and projects in place
- ☐ Budgets for 2004-05 and 2005-06

## **Project Design**

A survey funded by the Regional Strategies Board in 1999 was made in eight east Multnomah County high schools to determine the level of technical curriculum available in the schools. The survey discovered a lack of technical classes and curriculum leading to careers in manufacturing and high technology; specifically electronics and engineering. Employers were consulted for their workforce needs in the County and their response was that schools needed to offer more course work related to manufacturing and high technology. Input from employers, the survey, and input from the schools was used to design the Career Pathway Technology Project (CPTP) in 2000. Project-based classes in electronics were planned for and implemented in the schools. Engineering classes began in 2003 with the start up of the Center for Advanced Learning (CAL) for 11<sup>th</sup> grade students in four school districts in east Multnomah County. 2004-05 is the first year that seniors have enrolled at the CAL.

During the first year of implementation in 2000-01, the County Commissioners asked that the High Tech Talent Project (HTTP) be added to the project in school year 2001-02 along with tuition scholarships to encourage low income ELL students to graduate from high school and transition into post secondary education. The HTTP was developed primarily for English Language Learner (ELL) freshman and sophomore students from low-income families to better prepare them in math and science. It was the thought of the Commissioners' staff that ELL students in the early grades are in need of intervention in math and science to prepare them for entrance to community college and/or four year university technical programs that, at a minimum, require Math 95, intermediate algebra, and science.

## **Why are the HTTP services for low-income students so different and why can't we have just one focused program?**

It was hoped that the entire HTTP would be a common tutoring program in all the schools. However, for reasons outlined during the October 7, 2004 presentation to the County Commissioners', tutoring is not always what students ask for or what will work in an individual school. Oregonian reporter Betsy Hammond reported in the May 30, 2004 article titled "Oregon tutoring a lesson for all" that of the 2,860 students eligible for free tutoring only 13% used the service and that use was sporadic. Instead of requiring that tutoring must be the service of choice, CPTP staff asked students, teachers and administrators what they would like in terms of assistance to primarily ELL students. The response was that budget limitations seriously limited important learning experiences in four areas:

- Field trips to visit employers, OHSU, OMSI, or college campuses
- Events where parents and entire families can be involved in a student's learning
- Science projects specifically designed to assist ELL students understand science by using project-based tools and where English is used for project reporting
- Math classes with a small numbers of students by teachers who familiar low income, first generation, and ELL students.

## **HTTP Mini-Grants**

CPTP staff initiated "mini-grant" process so schools could apply for HTTP funding for projects targeted primarily for ELL students with a focus on math, science, and technology.

- The project at Clear Creek Middle School is partnered with the Sun School Program to involve forty Latina and Latino students and their parents to use video technology to improve "campus climate" and ultimately scholastic achievement. These videos will be shown to parents, staff and employers in May 2005.
- The Reynolds High School ELL "Science Olympics" will pair high school ELL students with

students with elementary ELL students at Alder Elementary School that has an ELL student population near 80%. The high school ELL students will be taught how to present and involve the students in grades 1-5 in a variety of hands-on science activities covering all seven of the Common Curriculum Goals of the CIM in grades 1-5. By using the ELL students working along side students from the advanced chemistry class at Reynolds, we will encourage science literacy in both the high school ELL group and the elementary ELL students.

- Last year's project at Reynolds Middle School "Students involved in Science and Technology" involved over eighty Latina, Latino, and eastern European students in career exploration. The project funded field trips to Reed College, PSU, and OHSU where forty-eight students met with OHSU medical and dental students, and a field trip to the simulated microelectronics clean room at MHCC. The project culminated in May 2004 with a presentation by all students. Eight of the ELL students gave a prepared speech in front of ninety-eight students, teachers, parents and employers about future dreams educational goals.
- At Marshall High School we partnered with PSU's Upward Bound Program to avoid duplication of services and to better leverage the limited resources of the grant. CPTP partnered with the Upward Bound to enroll five HTTP students in math classes at PSU. The classes through Upward Bound cost less than tutoring and are taught by certificated teachers in classes no larger than fifteen students. Upward Bound is limited due to funding in the number of students it could enroll in these classes and spaces were available. HTTP reimburses Upward Bound on a per students basis for the algebra, geometry and pre-calculus classes. This opportunity results in Marshall students moving ahead faster by completing whole classes during summer months at PSU. The added benefit is that Marshall students attend classes on a college campus.

### ***How CPTP prepares east Multnomah County students for family wage careers***

#### **How the CPTP prepares students for careers in Engineering**

The lack of enough students enrolling engineering in Oregon universities is well documented. The CPTP addresses this need for pre-engineering students at the high school level by partnering with the Center For Advanced Learning (CAL). The CAL will deliver university transferable engineering classes to sixteen students this first semester and the same sixteen students will continue for a second class in the second semester for a total of thirty-two students. This may be the largest cohort of pre-engineering students in the State of Oregon. These students will graduate from high school with eight engineering credits that are transferable to UO, OSU, PSU and other campuses. Rather than duplicate curriculum, the CPTP provides a MHCC engineering instructor, materials and supplies, to teach Engineering Orientation GE 101 and Engineering Graphics GE 115 at the CAL to students from four neighboring school districts.

#### **How the CPTP prepares students for careers in Electronics**

Only one high school, David Douglas, in east Multnomah County has a full curriculum in electronics. The CPTP now delivers electronics classes to high school students at Reynolds, Parkrose, and Barlow high schools, and at MHCC, and in the second semester at Marshall High School. Classes are "project-based" and will be assessed to the same CIM standards as other classes. According to Oregon Department of Education, the standards are more meaningful when "demonstrated through integrated, interdisciplinary approaches and hands-on activities such as accomplishing a task or discovering a solution to a problem...." As more students have the opportunity to learn about electronics and engineering, more students can transition to those career areas after high school graduation and post-

career areas after high school graduation and post-secondary education.

### **How the CPTP prepares students for manufacturing and other high tech careers**

The electronics and engineering classes can lead to careers that are broader than their own disciplines. For example, the CPTP computer electronics class at Parkrose High is part of the larger Information Technology (IT) emphasis at the school. Students enroll in computer electronics and other classes in computer hardware and software. This allows CPTP students to choose careers in IT as well as electronics. At Marshall High School, students enrolled in the CPTP computer electronics class are part of the larger business and manufacturing academy within the new BizTech High. This academy is funded in part by the Bill and Melinda Gates Foundation. Again, students completing computer electronics can choose either the Information Technology pathway or the Industrial and Engineering Systems pathway and the related careers available.

### **Education Plans**

During the spring of 2005, the Oregon Department of Education (ODE) will have all freshman and sophomore students complete an Education Plan where they will make a choice to concentrate in one of six career pathways now called Career Learning Frameworks. By delivering the engineering and electronics classes to students in east Multnomah County, the CPTP will result in more students choosing the Industrial and Engineering Career Learning Framework or the Information Technology Career Learning Framework for the remainder of their high school education. Both frameworks lead to the professional-technical programs at the community college and university level in high technology or manufacturing and these careers lead to family wage jobs. This is the first year that Oregon students will make these choices with an actual Education Plan. The CPTP will compare these choices once a baseline of choice has been established in the schools.

It is important that students make an “informed choice.” Without these CPTP technical classes, most students would have minimal knowledge of the manufacturing or high tech industry or the careers within these industries. The CPTP classes are well positioned to help students make informed choices at this crucial time in their education.

### ***Project outcomes to Oregon Standards for the Certificate of Initial Mastery (CIM)***

Where possible and appropriate, all CPTP technical classes and HTTP projects will be measured to the Oregon Department of Education’s standards for the Certificate of Initial Mastery (CIM). The goal of the statewide standards is to “create consistency” for measuring learning and student success for all of Oregon’s students. This approach ensures that the CPTP is “joined at the hip” in the schools and is not a stand-alone, separate project. The following are the objectives for student success for each technical class and each project. CIM standards tables will be used where appropriate.

## Electronics

### Standards for Electronics classes

#### Measurable Objective:

1. 80% of the seniors will graduate from high school
2. 75% of the graduating seniors will transition to community college technical programs or university programs in engineering or information technology.
3. 75% of the students enrolled in CPTP electronics classes will choose the Industrial and Engineering Career Learning Framework of the Oregon Department of Education when tested in May of 2005.
4. 40% of the students will earn a grade "B" or better

#### Oregon Instructional Common Curriculum Goals for Technology

The electronics classes provide a direct opportunity for students to learn about this career pathway and apply the Common Curriculum Goals for Technology.

#### Standards for reaching the Common Curriculum Goals for Technology: Electronics

Common Curriculum Goal	Performance Standard	Performance Indicator
Demonstrate proficiency in the use of technological tools and devices.	Equipment is set up and operated for fabrication. Testing meters and scopes are calibrated and read DC circuit.	Students will safely operate tools, soldering, and testing equipment (meters and scopes).
Select and use technology to enhance learning and problem solving.	Students demonstrate three methods for problem solving DC circuit.	Students will problem solve 8 DC circuits projects using testing equipment.
Access, organize, and analyze information to make informed decisions using one or more technologies.	Appropriate test equipment is used. Eight circuits are operational analysis.	Students will read and apply knowledge to electronic projects and use appropriate tools to fabricate, test, analyze, and operate.
Design, prepare, and present unified works using technology to communicate information and ideas.	Students communicate information complete projects.	Students will critique each project peers about how the project might be used in other applications.
Extend communication and collaboration with peers, experts, other audiences using telecommunication.	Students will communicate using tools available in the lab.	Students will access the internet information and communication employers related to electronics technologies.

**Engineering**  
**Engineering classes at the Center for Advanced Learning (CAL)**

**Measurable Objectives:**

1. 100% of the seniors will graduate from high school.
2. 16 students will enroll in Engineering Orientation GE 101, a four-credit university transferable class, in the first semester of 2004-05.
3. 16 students will enroll in Engineering Graphics GE 115, a four-credit university transferable class, in the second semester of 2004-05.
4. 75% of all the students will earn a grade "B" or better.
5. 90% of the graduating seniors will transition to community college technical programs or engineering programs at the university level.
6. 100% of the students will continue to be enrolled in the Industrial and Engineering Career Learning Framework of the Oregon Department of Education.

GE 101 Engineering Orientation 4 credits	This course will serve as a road map to a rewarding career in Engineering. The course gives an introduction to the engineering profession and engineering problem solving. It includes an overview of various engineering fields and job functions, engineering education, professionalism and ethics, communication skills, engineering mechanics, electrical fundamentals, engineering economics, and basic programming techniques.
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▪ Minimum score in each dimension	4	5
▪ Number of work samples meeting standards required in 2004-05	2	2



# Standards for Science Olympics

## Reynolds High School

### Measurable Objectives:

1. 80% of the ELL students participating in Science Olympics will increase their CIM science scores by 10 point gain (typical score improvement in science for ELL students is 6 points).
2. 100% of the ELL students will use technology to deliver an oral presentation on a Science Olympics concept that will be scored for a speaking CIM Work Sample.
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Communicate supported ideas & subject areas using oral, visual multi-media forms in ways appropriate to topic, context, audience and purpose; organize oral, visual & multi-media presentations in clear sequence, making connections & transitions among ideas & elements; use language appropriate to topic, context, audience, & purpose; demonstrate control of eye contact, speaking rate, volume, enunciation, inflection, gestures, and other non-verbal techniques.	RHS Chemistry & ELL Students will receive instruction on various topics that they will then turn teach to elementary school students at Alder Elementary School. Following the Science Olympics, ELL students will also be asked to present the information they learned to their classmates.

Common Curriculum Goal Technology	Science Olympics
Demonstrate proficiency in the use of technological tools & devices	RHS Students will give presentations to their classmates following the Science Olympics
Select and use technology to enhance learning & problem solving	Presentations will utilize the Power Point program and be projected during their presentation
Design, prepare, and present projects using technology to communicate information & ideas	Instruction will be given on the use of the technology for presentations

**Standards for Clear Creek Middle School's  
Bi-cultural Student Support and Awareness Project**

**Measurable Objectives:**

1. 100% of the students in the project will utilize technology to design, film, and edit a three-minute video of their family and community and educational goals.
2. 100% of the students will deliver a ten-minute presentation about the video and its production to parents, teachers, employers and others on May 10, 2005.
3. 100% of the students will complete a "campus climate" inventory in October 04 and May 05.
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**Math Classes for Marshall High School students  
Partnership with TRIO Upward Bound Program at PSU**

**Measurable Objectives:**

1. Five students will successfully complete math classes in algebra, geometry or pre-calculus at PSU during the summer 2004
2. 100% of the HTTP students will complete the classes with a grade "C" or better.
3. 60% of the students will complete the classes with a grade "B" or better
4. 100% of the students will meet the CIM standard for math with a score of 239 out of 300 for Knowledge and skills.
5. 100% of the students will meet the CIM standard for math with a score of 40 out of 58 for problem solving.

The benchmark for success in the Career Pathway Technology Project (CPTP) is reaching Math 95 (intermediate algebra) by their junior year. Professional-Technical and four year college programs require Math 95 proficiency and beyond for entrance. CPTP has partnered with PSU's Upward Bound Program to deliver mathematics to Marshall HTTP students as the best method for reaching this benchmark. This partnership "bridged" across grant-funded programs to utilize Upward Bound tutors and teachers who teach HTTP students from the same targeted population as Upward Bound students.

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**School Year 2004-05   Summer 2004**

<b>Student</b>	<b>Math class</b>	<b>Grad</b>
Cesilia A.	Geometry	B
Sarah P.	Geometry	A
Ami H.	Geometry	C+
Eddie J.	Algebra 3	A
Tatyana K.	Pre-Calculus	C+

**School Year 2003-04   Summer 2003**

<b>Student</b>	<b>Math class</b>	<b>Grad</b>
Tyson F.	Geometry	A
Lidiya B.	Geometry	A
Roman K.	Geometry	A
Emery F.	Geometry	A
Andrew B.	Geometry	A
Andrew B.	Algebra 3,4	C
Sergery K.	Algebra 1	B

**2004-05 classes and projects in place**

**Electronics and Engineering 2004-05**

Location	Schools	Class	Current Enro	Projecte
			Fall 04	2004-05 Enro (duplicate)
Barlow High Scho	Barlow	Electronics	24	40
Parkrose High Sch	Parkrose	Electronics	25	45
Reynolds High Sch	Reynolds	Electronics	33	55
MHCC	Gresham, Cente Reynolds	Electronics	10	20
Lent's Tech	SE Works	Electronics	19	19
Corbett HS	Corbett HS	Electronics	10	10
CAL	Gresham, Cente Reynolds	Engineering	16	32
	Barlow			
Marshall	Marshall	Second Semester Electron	0	25
		Totals	137	246

**2004-05 High Tech Talent Projects**

School	Project	Partner	Current Enro	Projecte
			Fall 04	2004-05 Enro
David Douglas	Math tutoring	DDHS math d	12	12
Marshall HS	Algebra and Geometry Summ	TRIO Upward B PSU	8	8
Parkrose HS	Math tutoring	PHS math and sc dept	50	50
Reynolds H	ELL Science for All Langu	RHS science c	48	48
Clear Creek Mi School	Bi-Cultural Student Suppor Awareness Project	Sun Schools Pr	40	40
			158	158

***Sustainability Plan for TRIO grants from the U.S. Department of Education***

The CPTP, and MHCC in concert with local school districts, will submit an Educational Talent Search (ETS) grant proposal to the U.S. Department of Education in 2005 for approximately \$1.25 million dollars for five years funding to sustain most of the CPTP services to students in east Multnomah County. This five-year grant would begin in Fall 2006 and requires no matching funds and is renewable. Eight ETS programs operate in Oregon with each serving approximately six hundred, 6th through 12<sup>th</sup> grade low income and first generation students. Our HTTP projects have been "modeled" after TRIO ETS programs and our networks are already established in the schools with students, counselors, teachers, and administrators.

The table below lists four TRIO grants coming due within the next 24 months. CPTP staff has met with MHCC administration. A grant team will meet in November to begin the process of designing and writing a proposal with local area schools. For this reason, it is important to continue the CPTP to June 30, 2006.

**U.S. Department of Education TRIO grants**

Grant	Level	Number of Students	Annual funding For each of Years	Proposal Due	Funding
Educational Talent Search	Grade 6 to grade 12	600 Applicants	Approx 25	Fall 2005	Fall 2006
Education Opportunity Centers	GED and returning students	1,000 Applicants	Approx 25	Fall 2005	Fall 2006
Upward Bound	High School	90 Applicants	Approx 25	Fall 2006	Fall 2007
Upward Bound Math & Science	High School	90 Applicants	Approx 25	Fall 2006	Fall 2007

### ***Budgets for 2004-05 and 2005-06***

As noted in the Sustainability section, it is very important to continue the CPTP until the TRIO begins in Fall 2006. The following budgets will fund CPTP until sustained by TRIO grants.

#### **School Year 2004-05**

<b>Account Name</b>	<b>Grant Amount</b>	<b>In Kind</b>	<b>Total</b>
Salary & Fringe, Project Management			
Salary & Fringe, Administrative			
Salary & Fringe PT			
Evaluation & Reports			
Targeted Salary			
Targeted Materials			
Targeted Scholarships			
Supplies Graphic			
Supplies Instruction			
Supplies Maintenance			
Travel In State			
Contract Service Personal			
Contract Service Phone			
Repair & Replace			
Indirect 8%			

#### **School Year 2005-06**

<b>Account Name</b>	<b>Grant Amount</b>	<b>In Kind</b>	<b>Total</b>
Salary & Fringe, Project Management			
Salary & Fringe, Administrative			
Salary & Fringe PT			
Evaluation & Reports			
Targeted Salary			
Targeted Materials			
Targeted Scholarships			
Supplies Graphic			
Supplies Instruction			
Supplies Maintenance			
Travel In State			
Contract Service Personal			
Contract Service Phone			
Repair & Replace			
Indirect 8%			

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. \_\_\_\_\_

Approving the Continuation of the Career Pathway Technology Project

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

- a. Increasing the educational opportunities for students in East Multnomah County, particularly low-income, underrepresented, and English-language learner students, in areas that are relevant to high-technology fields will help them secure living-wage jobs and reduce poverty in the County.
- b. The Career Pathway Technology Project has successfully increased access to math, science, electronics, and engineering education for students in East County high schools and middle schools, by providing instruction, support, and supplies in east Multnomah County schools, including the Center for Advanced Learning and Marshall High School.
- c. Through the Strategic Investment Program agreement with LSI Logic, annual payments provided to the County from 1996-2001 are dedicated to funding a program "to educate and train persons in skills useful to the high-technology industry." Approximately \$284,000 remains in the SIP Education and Training fund for this purpose.
- d. An advisory committee consisting of representatives from LSI Logic, Microchip Technology Inc., Portland Community College, Mt. Hood Community College, the East County school districts, and Multnomah County has provided input and guidance over the first four years of the Career Pathway Technology Project and will continue to do so.
- e. Extensive efforts are currently underway to explore alternative funding sources for continuing this program after the County's funding commitment concludes.
- f. Based on the success of the Career Pathway Technology Project at expanding opportunities for math, science, electronics, and engineering education in East Multnomah County, raising the math achievement levels of participating students, increasing the awareness among students of high-technology careers, and enhancing their ability to enter these careers, it is prudent to build upon the foundations created over the past four years and continue supporting the program for the 2004-05 school year.

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

1. The Board approves the continuation of the Career Pathway Technology Project for 2004-05.
2. County staff will conduct a mid-year program review and report to the Board in February 2005; followed by a year-end program evaluation and report to the Board in July 2005.
3. The Board will consider approval of funding for the 2005-06 school year in July 2005.

ADOPTED this 28<sup>th</sup> day of October, 2004.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Sandra N. Duffy, Assistant County Attorney



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 04-155**

Approving the Continuation of the Career Pathway Technology Project

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

- a. Increasing the educational opportunities for students in East Multnomah County, particularly low-income, underrepresented, and English-language learner students, in areas that are relevant to high-technology fields will help them secure living-wage jobs and reduce poverty in the County.
- b. The Career Pathway Technology Project has successfully increased access to math, science, electronics, and engineering education for students in East County high schools and middle schools, by providing instruction, support, and supplies in east Multnomah County schools, including the Center for Advanced Learning and Marshall High School.
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- e. Extensive efforts are currently underway to explore alternative funding sources for continuing this program after the County's funding commitment concludes.
- f. Based on the success of the Career Pathway Technology Project at expanding opportunities for math, science, electronics, and engineering education in East Multnomah County, raising the math achievement levels of participating students, increasing the awareness among students of high-technology careers, and enhancing their ability to enter these careers, it is prudent to build upon the foundations created over the past four years and continue supporting the program for the 2004-05 school year.

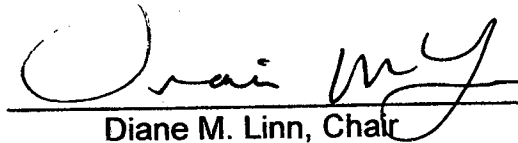
**The Multnomah County Board of Commissioners Resolves:**

1. The Board approves the continuation of the Career Pathway Technology Project for 2004-05.
2. County staff will conduct a mid-year program review and report to the Board in February 2005; followed by a year-end program evaluation and report to the Board in July 2005.
3. The Board will consider approval of funding for the 2005-06 school year in July 2005.

ADOPTED this 28th day of October, 2004.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Sandra N. Duffy, Assistant County Attorney

# **The Career Pathway Technology Project**

## **Year Five Plan School Year 2004-05**

### ***A Future Workforce Partnership***

*With*

LSI Logic Corporation  
Microchip Technology Inc  
Portland Community College  
Multnomah County Strategic Investment Program  
Mt. Hood Community College and the  
Mt. Hood Regional Education Consortium  
*and thirteen*

*East Multnomah County Schools*

Centennial High School  
The Center for Advanced Learning  
Corbett High School  
David Douglas High School  
Gresham High School  
Marshall High School  
Parkrose High School  
Reynolds High School  
Sam Barlow High School  
Reynolds Middle School  
Clear Creek Middle School  
Lane Middle School  
Binnsmead Middle School

This is a proposal for \$123, 517 and submitted by Mt. Hood Community College (MHCC) Year Five of the Career Pathway Technology Project (CPTP). When MHCC was awarded initial contract, two additional years of funding for 2004-05 and 2005-06 was reserved by the County, pending approval by the SIP coordinator of the first four years of performance. An assessment of the outcomes of the first four years' performance of the CPTP was submitted to the coordinator on April 1, 2004.

The SIP agreement with LSI Logic required the company to fund a project that would provide education and training in skills useful to the high technology industry from LSI Logic's annual payments from 1996-2001 to the County's Education and Training Fund totaling \$600,000. The funds are targeted for use in achieving the goal of strengthening the ability of our local school districts (specifically in east Multnomah County and at Marshall High School) to prepare students for careers in high technology.

During the past four years, the CPTP has encouraged students to make informed choices with regard to careers that provide a living wage. Students have profited from the CPTP by being exposed to career selection opportunities that otherwise would not have been available. Over 2,500 elementary, middle and high school students met with engineers and technicians, visited clean rooms and learned of career opportunities that were new to the students and often times to their teacher. The CPTP delivered and supported professional-technical course work in the form of electronics, engineering and microelectronics that otherwise would not have been provided in the schools. The CPTP places a high priority on the inclusion of young women students from low-income families, students who may be English Language Learners (ELL) and students with disabilities. The project recognizes that students will choose to enter the workforce at varying stages and for that reason the project includes: 1) students seeking employment directly after graduation, 2) students wanting to enroll in a community college degree program, and/or 3) students seeking to enroll in programs leading to four-year degrees in engineering, science, computer science or mathematics.

The CPTP includes the High Tech Talent Project (HTTP), which delivers math tutoring and science curriculum to targeted population high school and middle school students. Students receive math tutoring or science coursework that better prepares them for the next level of coursework. The goal of HTTP is to provide assistance that will increase the numbers of students at the intermediate algebra level by their junior year. While not every student has attained that goal, HTTP has increased the numbers of students reaching this important goal. Selected students in HTTP also receive tuition scholarships to encourage high school completion and help pay for their college or university education. A sustainability plan is included in this proposal to ensure that the CPTP continues well beyond the duration of the grant.

## **Project Objectives Year Five**

Tables that identify the measurable objectives by class, school, and student follow the objectives.

### **Objective 1 Deliver Electronics Classes**

Deliver electronics classes to high school students in east Multnomah County and Marshall High School that otherwise would not be provided. Exploratory and/or dual-credit classes will be delivered that support the CIM & CAM choice of students.

### **Objective 2 Support Existing Technical Programs**

David Douglas High School has an existing electronics program that is in need of support to upgrade its labs. The CPTP will purchase materials and supplies to support this program.

### **Objective 3 Deliver Engineering and Microelectronics Curriculum**

Engineering and microelectronics curriculum will be delivered to high school students that otherwise would not be provided. Instruction will be available to students from Corbett, Gresham, Barlow, Reynolds, Centennial, and students who are home-schooled. A partnership was developed with the CAL at Gresham Station where the engineering and microelectronics instruction will be offered as part of an advanced engineering and manufacturing program.

### **Objective 4 Math and Science Supportive Services**

Students from low-income families and students for whom English is a second language will have targeted supportive services made available before, during or after regular school hours for math tutoring and/or science related projects. The High Tech Talent Project (HTTP) will deliver this project to primarily freshmen or sophomore students in high school or to middle school students.

### **Objective 5 Professional Development**

Up-to-date understanding of industry and technology is crucial for ensuring that students receive instruction that is relevant. High school teachers and project adjunct faculty will receive a minimum of one technical workshop from NSF/MATEC or other sources each school year.

### **Objective 6 Sustainability**

CPTP staff will research and secure additional sources of funding that will sustain these projects in East County schools.

## New Directions In Year Five

- **The new BizTech High at Marshall High School and the Lents Tech Center**

Staff of the Career Pathway Technology Project (CPTP) has been conferring during the past year with teachers and administrators at Marshall High School and others from worksystems inc., and Portland Community College on strategies to increase student achievement and better utilize the Lents Tech Center. Marshall is now the recipient of a William and Melinda Gates Small Schools grant and the CPTP is a part of this new venture. A new school has been created within Marshall High School called BizTech High School. This school will serve students who are interested in careers within business and manufacturing. As part of BizTech, the electronics classes will be changed to Computer Electronics and continue to be delivered in the electronics lab in the Lents Tech Center that was established and funded by the CPTP in Year One.

- **Summer Youth Electronics Workshops**

The Lents Tech Center and Corbett High School will host two-week electronics workshops for youth in July 2004. The workshops will include electronics safety and fundamentals and career exploration. Youth will learn to solder and to fabricate, measure and test circuits and robots. Certificates of completion will be awarded to those students who successfully complete the thirty-hour workshop.

- **Mini Grants for Targeted Population and/or English Language Learner (ELL) students**

Mini grants averaging \$5,000 were awarded in 2003-04 to schools for projects that served English Language Learner (ELL) students. Reynolds High School delivered the Science For All Languages science project that served forty-eight ELL students. Reynolds Middle School implemented the Multicultural Students in Science and Technology project serving ninety-eight ELL students. These two projects will continue in 2004-05.

During Year Five, three more middle schools will participate in mini grants:

- Clear Creek Middle School in the Gresham-Barlow School District will deliver a video production project for 20 ELL students. Each student will create three minute videos that honor their culture, county of origin, and their lives in east Multnomah County. The purpose of the project is to increase participation and involvement with the school and the families of Hispanic students. This project will partner with the Mt. Hood Community College's TV production technology program.
- Lane and Binnsmead Middle School students who are in the Portland Public School District will enroll in algebra and geometry classes at Portland State University through PSU's Upward Bound and Talent Search programs. Twelve middle school students will receive high school credit and be better prepared for math classes when they arrive at Marshall High School as freshmen.

- **Parkrose High School Electronics**

Electronics classes for Parkrose High School students have been located at MHCC's Maywood Park campus at NE 102<sup>nd</sup> and Prescott Ave., one mile from the high school. Beginning in September 2004, the new Computer Electronics class will be located on the campus of Parkrose High School. It is expected that this new location will increase enrollment while eliminating expensive transportation costs incurred by the CPTP and the Parkrose School District.

## Technical Course Work and Targeted Services

### Year Five School Year 2004-2005

#### Technical Course Work: Electronics, Engineering and Microelectronics

High Schools	Fall 2004	Spring 2005	Class Location	School year
BizTech High School	Computer Electronics	Computer Electronics	Marshall	30
Barlow High School	Electronics	Electronics	Barlow	30
Gresham, Reynolds Centennial	Electronics	Electronics	MHCC	20
Gresham, Barlow, Reynolds Centennial	Engineering & Microelectronics	Engineering & Microelectronics	CAL	60
Parkrose High School	Computer Electronics	Computer Electronics	Parkrose	20
Reynolds High School	Introductory Electronics	Introductory Electronics	Reynolds	45
David Douglas HS	Electronics	Electronics	DDHS	100
				305

#### Targeted Services: High Tech Talent Project (HTTP)

School	Fall 2004	Spring 2005	Location	School Year
Lents Tech Center (SE Works Inc.)	Summer Youth Electronics Camp		Marshall High School	20
Corbett High School	Summer Youth Electronics Camp		Corbett High School	15
David Douglas High	Math tutoring	Math tutoring	DDHS	20
Parkrose High School	Math tutoring	Math tutoring	Parkrose	30
Reynolds High School	ELL Science for All Languages	ELL Science for All Languages	Reynolds High School	48
Marshall High School	Algebra and Geometry classes	Algebra and Geometry classes	TRIO/PSU	15
Lane Middle School	Algebra and Geometry classes	Algebra and Geometry classes	TRIO/PSU	6
Binnsmead Middle School	Algebra and Geometry classes	Algebra and Geometry classes	TRIO/PSU	6
Reynolds Middle School	Multicultural ELL Studies in Science and Technology	Multicultural ELL Studies in Science and Technology	Reynolds Middle School	98
Clear Creek Middle School and Sun Schools	ELL Video Production	ELL video Production	Clear Creek Middle School	20
				278



## Budget

### Year 5 Budget School Year 2004-05

Account Name	Grant Amount	In Kind	Total
Salary & Fringe, Project Management		5	5
Salary & Fringe, Administrative			
Salary & Fringe PT Instruc.	2		2
Evaluation & Reports			
Targeted Salary	1		1
Targeted Materials			
Targeted Scholarships	1		1
Supplies Graphic			
Supplies Instruction	2		2
Supplies Maintenance			
Travel In State			
Contract Service Personal			
Contract Service Phone			
Repair & Replace			
Indirect 8%		2	2
	12	8	20

## **Sustainability**

CPTP staff is currently investigating additional funding sources to sustain the grant after 2006. Staff traveled to Spokane, WA May 16-19 and identified three possible TRIO US Department of Education Sources: Talent Search, Upward Bound, and Upward Bound Math and Science.

The CPTP has laid the groundwork for all three TRIO grants in east Multnomah County. Proposals are due in 2005 and 2006. Upward Bound projects typically serve up to ninety low-income high school students who are first generation. That is, the students will be the first in their families to attend college. Talent Search serves typically six hundred students. The CPTP is well prepared to submit proposals based on our past experience and performance with targeted populations. Our knowledge within the local schools is strong and the networks we have developed will serve us well.

## **Assessment**

Assessment and evaluation includes the following:

1. Enrollment and completion per term and year
2. Low income enrollment and completion per term and year
3. ESL enrollment and completion per term and year
4. Outreach to English Language Learner students in high schools and middle schools
5. Academic success levels per term and year
6. Graduation rates
7. Participation in internships or other high-tech industry focused experiential learning
8. Pre-and post evaluation related to the effectiveness of targeted services
9. Partnership expansion: The advisory committee will seek to identify sources of additional funding and industry partners for achieving results in the long-term
10. Sustainability of successful practices and outcomes
11. Professional development for instructors
12. Measurable year-to-year improvements in all of the above
13. The project director will compile annual reports to the Advisory Committee that quantitatively summarize progress made toward meeting each objective.
14. School points of contact will be asked to complete a project evaluation at the completion of each program year. Evaluation results will be used to make program adjustments and improve outcomes
15. The project director will complete a final report to the Multnomah County SIP coordinator

## **Advisory Committee**

- **Lisa Goldberg**, SIP Coordinator, Multnomah County
- **Merced Flores**, Dean, Adult and High School Learning Communities, Mt. Hood Community College
- **John Matthews**, Director, GED/Yes Program, Portland Community College
- **Robert Dunton**, Superintendent, Corbett School District representing six school districts in east Multnomah County,
- **Andrea Sutherland**, Manager, Learning and Development, LSI Logic Corporation
- **Lynn Oetting**, Training and Development, Microchip Technology Inc.
- **Steve Walmer**, Teacher, Marshall High School

## AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** October 28, 2004

**Agenda Item #:** R-4

**Est. Start Time:** 10:20 AM

**Date Submitted:** 10/12/04

---

**Requested Date:** October 28, 2004

**Time Requested:** 5 Minutes

**Department:** Business Services

**Division:** Human Resources

**Contact/s:** Jim Younger/Gail Parnell

**Phone:** 503-988-5135

**Ext.:** 28504

**I/O Address:** 503/4

**Presenters:** Jim Younger & Gail Parnell – County Representatives  
701 Representative

---

**Agenda Title:** RESOLUTION Approving the 2004-2007 Labor Agreement Between Multnomah County and the International Union of Operating Engineers Local 701 AFL-CIO

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.  
For all other submissions, provide clearly written title.**

---

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Department of Human Resources recommends approval of the successor labor agreement for the Hearing, Ventilation and Air Conditioning (HVAC) Engineers employed by the County.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

The labor agreement between Multnomah County and Local 701 expired on June 30, 2004. Through a series of negotiations, agreement on new labor contract has been reached. The negotiated contract is a three year labor agreement that is set to expire on June 30, 2007. The agreement provides for the continuation of wages, benefits and other working conditions for the Engineers. The following highlights the major changes to the contract:

- Wages and Classifications

- 2.3% inflation adjustment retroactively applied for FY 2004
- Annual automatic wage reopener for the term of the contract

- Short Term Disability Insurance

Effective December 1, 2004, the County will provide all employees covered by the 701 agreement with paid Short Term Disability Insurance program. Employees agreed to pay for Short Term Disability benefits by reduction in their wages.

- Health and Welfare

- Incorporated the new Employee Benefits Board (EBB) language.

**3. Explain the fiscal impact (current year and ongoing).**

The new Local 701 contract's inflation adjustment of 2.3% will increase personnel costs in FY 2005 by an estimated \$21,000 of which the General Fund's share will be \$0. All the costs are incurred by the Facilities Management Fund which has set aside an amount needed to cover the cost of this contract.

At the time of adoption, the County's budget included a set-aside in the General Fund contingency to cover the cost of the labor contracts. Due to the large number of contracts that will be settled in FY 2004-2005, a single budget modification will be brought to the Board of County Commissioners to adjust department appropriations.

**NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.**

**If a budget modification, explain:**

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:**

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

**If grant application/notice of intent, explain:**

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved.

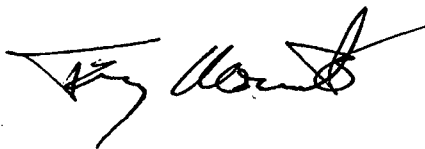
None at this time.

5. Explain any citizen and/or other government participation that has or will take place.

None at this time.

**Required Signatures:**

Department/Agency Director: \_\_\_\_\_



Date: 10/13/04

Budget Analyst

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



Date: 10/12/04

Dept/Countywide HR

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



Date: 10/13/04

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Approving the 2004-2007 Labor Agreement Between Multnomah County and the International Union of Operating Engineers Local 701 AFL-CIO

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

- a. The labor agreement between Multnomah County and the International Union of Operating Engineers Local 701 expired on June 30, 2004. Representatives of Multnomah County and Local 701 completed bargaining for a successor labor agreement effective July 1, 2004 - June 30, 2007.
- b. The successor labor agreement was negotiated pursuant to ORS 243.650-243.782.

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

1. The Labor Agreement between Multnomah County and the International Union of Operating Engineers Local 701 is approved with an effective date of July 1, 2004.

ADOPTED this 28th day of October, 2004.

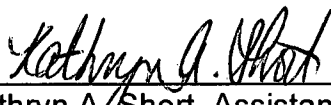
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Diane M. Linn, Chair

REVIEWED:

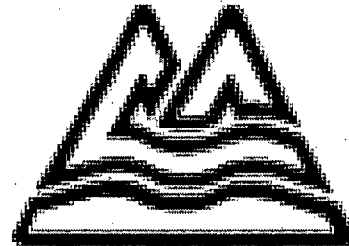
AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Kathryn A. Short, Assistant County Attorney

---

**2004-2007**

# **AGREEMENT**

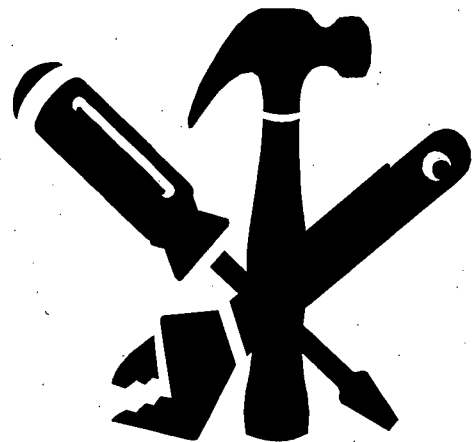


**between**

**Multnomah County, Oregon**

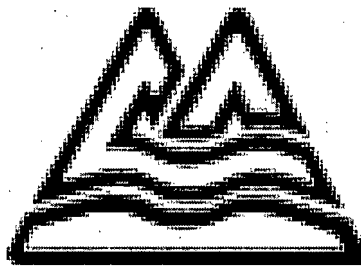
**and**

**International Union of Operating Engineers  
Local 701 AFL-CIO**





**2004-2007  
AGREEMENT  
BETWEEN  
MULTNOMAH COUNTY, OREGON  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 701, AFL-CIO**



**LABOR RELATIONS SECTION  
501 SE HAWTHORNE BLVD. Suite 400  
PORTLAND, OR 97214  
PHONE: 503-988-5135  
FAX: 503-988-5670**

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

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**2004-2007  
A G R E E M E N T**

**Between**

**MULTNOMAH COUNTY, OREGON**

**and**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL 701, AFL-CIO**

**ARTICLE 1**

**PREAMBLE**

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and International Union of Operating Engineers, Local 701, AFL-CIO, hereinafter referred to as the Union.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment consistent with the County's objective of providing ever-improved services to the public of Multnomah County. The parties agree as follows:

**ARTICLE 2**  
**DEFINITIONS**

1  
2  
3 1. Cause. Misconduct, inefficiency, incompetence, insubordination,  
4 indolence, malfeasance, unfitness to render effective service, or failing to fulfill  
5 responsibilities as an employee.

6 2. Continuous Service. Means uninterrupted employment with Multnomah  
7 County subject to the following provisions:

8 a. Continuous service shall include uninterrupted employment with  
9 another governmental agency accomplished in accordance with and subject to  
10 ORS 236.605 through 236.640.

11 b. For purposes of determining length of service prior to July 1,  
12 1975, an interruption in employment of fourteen (14) months or less shall  
13 constitute continuous service, in addition to those individually documented cases  
14 previously approved by the Board of County Commissioners, or Central Human  
15 Resources Director.

16 c. For purposes of determining what constitutes a break in employment  
17 after July 1, 1975, continuous service is terminated by voluntary termination,  
18 involuntary termination due to expiration of a layoff list, or discharge for cause.

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

25 4. Permanent Employee. An employee who, following an examination  
26 process, is appointed from a list of eligibles certified by the Human Resources  
27 Division of the Department of Business and Community Services to fill a position;  
28 provided that the employee shall retain such status upon temporary or  
29 permanent transfer, promotion, or demotion.

30 5. Probationary Employee. A permanent employee serving a one (1) year  
31 period of trial service to determine his or her suitability for continued employment,

1 such period to begin on the date of his or her appointment to a permanent  
2 position from a certified list of eligibles. During the period of probation, the  
3 employee may be dismissed without recourse to the grievance procedure if, in  
4 the opinion of the employee's supervisor, his or her continued service would not  
5 be in the best interest of the County. The length of an employee's probationary  
6 period may not be extended by a Memorandum of Agreement under the terms of  
7 Article 21, Entire Agreement, unless the employee was absent from work for a  
8 period of six (6) months or more previous to the extension.

9 6. Promotional Probationary Employee: A regular employee serving a six (6)  
10 month period of trial service upon promotion to determine his or her suitability for  
11 continued employment in the classification to which he or she was promoted,  
12 such period to begin on the date of his or her appointment to a higher  
13 classification from a certified list of eligibles. During the period of promotional  
14 probation, the employee shall be returned to the classification and department  
15 from which he or she was promoted without recourse to the grievance procedure  
16 if, in the opinion of the employee's supervisor, his or her continued service in the  
17 classification to which he or she was promoted would not be in the best interest  
18 of the County. The length of promotional probationary period for employees  
19 promoted prior to the effective date of this Agreement shall not be affected by the  
20 terms of this definition.

21 7. Temporary Employee. Any nonpermanent employee who has worked  
22 less than 1044 hours in any twelve (12) consecutive months. Temporary  
23 employees shall be terminated upon completion of 1044 hours or shall be  
24 appointed to a position from a certified eligible list established by the Human  
25 Resources Division of the Department of Business and Community Services.

26 When a temporary employee becomes a permanent employee, time spent  
27 in temporary status shall apply to the probationary period, provided that the job  
28 responsibility is substantially the same.



**ARTICLE 3**  
**RECOGNITION**

The County recognizes the Union as the sole and exclusive bargaining agent for all non-supervisory employee members of the bargaining unit for the purpose of establishing wages, hours, and other conditions of employment. The positions covered by this Agreement are listed in Addendum A attached hereto and made a part hereof. Specifically excluded from the bargaining unit are temporary employees. During a probationary period, employees shall be entitled to all contractual benefits excluding provisions relating to discipline or discharge.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

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

**ARTICLE 5**

**UNION SECURITY AND CHECK OFF**

1  
2  
3  
4       1. The County agrees to furnish the Union, each month, a listing of all new  
5 employees covered by this Agreement hired during the month and of all employees who  
6 terminated during the month. Such listing shall contain the names of the employees,  
7 along with their job classifications, work locations, and home addresses.

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

10           a. 0.5 of the current monthly union membership dues of those union  
11 members who individually request such deductions in writing on the form provided by  
12 the Union; or

13           b. 0.5 of the current monthly service fee, in lieu of dues, from any  
14 employee who is a member of the bargaining unit and who has not joined the Union  
15 within thirty (30) days of becoming an employee. This service fee shall be segregated  
16 by the Union and used on a pro rata basis solely to defray the cost of its services in  
17 negotiating and administering this contract.

18           c. The Union expressly agrees that it will safeguard the rights of  
19 non-association of employees, based upon bona fide religious tenets or teachings of a  
20 church or religious body of which such employee is a member. Such employee shall  
21 pay the in-lieu-of-dues payment to a non-religious charity mutually agreed upon by the  
22 employee making such payment and the Union, or in lieu thereof, the employee shall  
23 request that such in-lieu-of-dues payment be not deducted and shall make such  
24 payment to a charity as heretofore stated and shall furnish written proof to the Union  
25 and the County, when requested, that this has been done.

26           d. The Union expressly agrees that no funds derived from the  
27 in-lieu-of-dues payment shall be expended for political purposes by the Union.

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

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

5

**ARTICLE 6**

**NO STRIKE**

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or at any location where County services are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Union will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross a picket line when directed to perform work which does not properly fall within the scope and jurisdiction of this Local Union. Any employee engaging in any activity in violation of this article shall be subject to immediate disciplinary action, including discharge, by the County without application of the grievance procedure of this Agreement.

**ARTICLE 7**

**HOLIDAYS**

1. Holidays. The following shall be recognized and observed as paid holidays :

- ♦ Any day the President of the United States and/or the Governor declares a holiday for all employees employed in the public sector.
- ♦ New Year's Day (January 1<sup>st</sup>)
- ♦ Dr. Rev. Martin Luther King Jr.'s Birthday (3<sup>rd</sup> Monday in January)
- ♦ Washington's Birthday (3<sup>rd</sup> Monday in February)
- ♦ Memorial Day (last Monday in May)
- ♦ Independence Day (July 4<sup>th</sup>)
- ♦ Labor Day (1<sup>st</sup> Monday in September)
- ♦ Veterans' Day (November 11<sup>th</sup> or date of County observance)
- ♦ Thanksgiving Day (4<sup>th</sup> Thursday in November)
- ♦ Christmas Day (December 25<sup>th</sup>) or with the approval of the supervisor, this day may be traded for any other religious holiday during the fiscal year, provided the employee uses paid leave for, or works on December 25.
- ♦ Eight (8) hours to be used between Thanksgiving and New Year's or any religious holiday during the fiscal year provided the employee gives two (2) weeks notice and has the consent of the employee's supervisor. If the supervisor determines the holiday usage requested is impracticable, the employee shall be credited with eight (8) hours of Saved Holiday time.

2. Holiday Observance.

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

b. If the holiday falls on an employee's second or third day off, the following normally scheduled workday will be observed as that employee's

1 holiday.

2 c. Shift workers shall observe weekend holidays on the days they occur.

3 3. Holiday Pay. Eligible employees shall receive one (1) day's pay for  
4 each of the holidays listed above on which they perform no work. Part-time  
5 employees shall receive holiday pay equivalent to their FTE (full time  
6 equivalency). To be eligible for holiday pay, full-time employees must be in pay  
7 status both on the day before and on the day after the observed holiday; part-  
8 time employees must be in pay status on the last scheduled day before and on  
9 the first scheduled day after the holiday.

10 4. Holiday During Leave. Should an employee be on authorized leave  
11 with pay when a holiday occurs, such holiday shall not be charged against such  
12 leave.

13 5. Holiday Work. Employees required to work on a recognized holiday  
14 will be compensated at one-and-one-half (1-1/2) times their regular rate of pay  
15 for the holiday worked, in addition to their regular holiday pay.

16 6. Saved Holidays. Full-time employee required to work on a recognized  
17 holiday may elect to be compensated for such work by electing to convert the  
18 time and one-half pay Section 5 to an equal amount of Saved Holiday time.  
19 Saved Holiday time may be used at the discretion of the employee with the  
20 consent of his or her supervisor, and will be charged in accordance with Article  
21 14, Section 8. Saved Holiday time not used by the end of the fiscal year in which  
22 it is accrued will be forfeited. Upon separation from service employees will be  
23 paid for unused Saved Holiday time at their regular rate of pay. In the event of  
24 an employee's death, his or her heirs will receive payment for unused Saved  
25 Holiday time at the employee's regular rate of pay.

26

**ARTICLE 8**

**VACATION LEAVE**

1. Accrual. Each full-time employee is entitled and shall earn annual vacation leave credit from the first full pay period of employment. Vacation credits shall be earned in accordance with the following schedule:

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

2. Vacation Times. Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the County and the requirement for vacation relief, employees shall have the right to determine vacation times, but in any case vacation times shall be selected on the basis of seniority; however, each employee will be permitted to exercise his or her right of seniority only once per calendar year as provided herein. Use of seniority shall be confined to times during the same calendar year selected



1 during the annual sign-up. The annual sign up may occur each January,  
2 beginning on the first work day and ending on the last workday of that month.  
3 Employees shall be permitted to express their first, second, and third preferences  
4 for vacation times during this sign-up, to ensure orderly selection of preferred  
5 vacation times in the event their higher preference times are taken by senior  
6 employees. Seniority may not be used to obtain preferred vacation times after  
7 the January sign-up concludes. However, seniority may be used during the  
8 January sign-up to secure either a continuous vacation or a vacation plan  
9 consisting of two or more non-continuous weeklong segments. Sign-up shall be  
10 in weekly increments. After the January sign up period, vacation shall be  
11 permitted on a "first come, first served" basis. Used vacation shall be charged in  
12 accordance with the uniform time charging provisions of Article 14.

13 3. Termination or Death. After six (6) months of service, upon the  
14 termination of an employee for any reason, or in the event of the death of an  
15 employee, all accumulated vacation shall be paid either to the employee or his or  
16 her heirs, whichever the case may be.

**ARTICLE 9**  
**SICK LEAVE**

1. Accrual. Employees shall accrue sick leave at the rate of .0461 hours for each hour worked, to be used in the event of their non-occupational illness or injury or those listed below who require the employee's care.

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

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.

For leaves that qualifies under FMLA, employees will determine what order of paid leave is used.

2. Incentive Conversion. Full-time employees who have worked the twelve (12) months preceding June 30 of any year, may at their option, convert accrued sick leave to saved holiday time (*does not include FMLA/OFLA*) to be taken in accordance with Article 7, Section 1 subject to the following schedule:

Hours of sick leave used in 24 pay periods preceding June 30 of any year	Allowable additional Saved Holidays
(1) None	3 days

1	(2) 0.1 – 8 hours	2 days
2	(3) 8.1 – 16 hours	1 day

3

4       3. Bereavement Leave. An employee shall be granted not more than  
5 three (3) days leave of absence with full pay in the event of death in the  
6 immediate family of the employee to make household adjustments or to attend  
7 funeral services. If such funeral is beyond 350 miles, the employee may be  
8 granted up to three (3) additional days with pay at the discretion of his or her  
9 supervisor for travel and personal considerations. For purposes of Bereavement  
10 Leave, an employee's immediate family shall be defined as spouse, parents,  
11 step-parents, children, step-children, brother, sister, step-brother, step-sister,  
12 grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, or  
13 brother-in-law member of the Employee's immediate household. For the purpose  
14 of this section, an Employee is entitled to receive the same bereavement leave  
15 for his/her domestic partner and family, as designated in an Affidavit of Domestic  
16 Partnership submitted to Employee Benefits, as for a spouse. In relationships  
17 other than those set forth above, under exceptional circumstances, such leave of  
18 absence may be granted by the County Chair or his or her designee(s) upon  
19 request.

20       4. Reporting of Sick Leave. An employee who must be absent by reason  
21 of illness or injury shall make reasonable effort to notify his or her immediate  
22 supervisor at least one (1) hour before the beginning of his or her scheduled  
23 shift.

24       5. Disability Insurance. (July 1, 2004 –October 31, 2004) Any employee  
25 covered by this Agreement may participate in the short term disability insurance  
26 program consistent with carrier contract(s), the monthly premium to be paid  
27 individually through payroll deduction.

28       Effective December 1, 2004, all bargaining unit employees will be covered  
29 by the County-paid short term disability insurance program, the provisions of  
30 which will be the same as those provide to non-represented employees. In order  
31 to provide employees covered by this agreement with Short Term Disability

1 Insurance, the July 1, 2004 wage rate in Addendum A will be adjusted December  
2 1, 2004 to pay for the coverage. Future COLA adjustments shall be based on  
3 July 1, 2004 and July 1, 2005 rates.

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

8

**ARTICLE 10**  
**OTHER LEAVES**

1  
2  
3  
4       1. Leave of Absence. Consistent with the needs of the County, leaves of  
5 absence without pay for a limited period not to exceed thirty (30) days will be  
6 granted by an employee's appointing authority for any reasonable purpose, and  
7 such leaves may be renewed or extended for any reasonable period up to one  
8 (1) year.

9       Any employee who has been granted a leave of absence and who for any  
10 reason fails to return to work at the expiration of said leave of absence shall be  
11 considered as having resigned his or her position with the County, and his or her  
12 position shall thereupon be declared vacated, except and unless the employee,  
13 prior to the expiration of his or her leave of absence, has made application for  
14 and has been granted an extension of said leave or has furnished evidence that  
15 he or she is unable to return to work by reason of sickness or physical disability.

16       2. Jury Duty. Employees shall be granted leave with full pay in lieu of  
17 jury fees any time they are required to report for jury duty. Any payment received  
18 from the court as jury fees shall be returned to the County promptly upon receipt.  
19 If an employee is excused or dismissed prior to noon, he or she shall report for  
20 work.

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

23       4. Union Business. Employees elected to any Union office or selected by  
24 the Union to do work which takes them from their employment with the County  
25 shall, at the written request of the Union, be recommended in accordance with  
26 the leave provisions set forth in Multnomah County Code 9.03 or its successor  
27 for a leave of absence exceeding thirty (30) days. Members of the Union  
28 selected by the Union to participate in any other Union activity shall be granted a  
29 leave of absence at the request of the Union.

30       5. Educational Leave. After completing one (1) year of service, an  
31 employee, upon request, may be granted a leave of absence without pay for

1 educational purposes at an accredited school when it is related to his or her  
2 employment. The period of such leave of absence shall not exceed one (1) year,  
3 but it may be renewed or extended upon the request of the employee when  
4 necessary. At the request of management, the employee shall submit  
5 verification of course work taken.

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

9 Employees may also be granted leaves of absence with or without pay for  
10 educational purposes for reasonable lengths of time to attend conferences,  
11 seminars, briefing sessions, or other functions of a similar nature that are  
12 intended to improve or upgrade the individual's skill or professional ability,  
13 provided it does not interfere with the operation of the County.

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

23 7. Reimbursement. The County will reimburse an employee for the cost  
24 of tuition for any course of study, including state-required classes to maintain or  
25 upgrade licenses, taken on the employee's own time which, in the County's  
26 judgment, is related to the employee's position and will result in improved  
27 performance, subject to the County's budgetary limitations and priorities.  
28 Employees shall apply for approval of the request for reimbursement at least five  
29 (5) days prior to the proposed enrollment. If approved prior to enrollment, the  
30 County will make reimbursement within thirty (30) days after proof of satisfactory  
31 completion of the course. In addition, the County may advance the cost of tuition

1 and incidental expenses if, in the county's judgment, such advance is consistent  
2 with County financial and operational needs and priorities, and the employee  
3 signs an agreement that if he or she does not satisfactorily complete the course,  
4 or if his or her County employment terminates before completion of the course,  
5 the County will have the right to deduct the amount of the advance from his or  
6 her pay or use other means to collect the amount of the advance.

7 8. Parental Leave. An employee's entitlement to parental leave shall be  
8 governed by FMLA and OFLA. The employee may use his or her accrued sick  
9 leave, vacation time, compensatory time, or Saved Holiday time as provided  
10 therein.

11

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

I. Medical and Dental Insurance

A. Employee Benefits Board

By memorandum of agreement dated August 12, 2004 between the parties, the parties agreed to be covered and governed by the Employee Benefits Board Governance Structure proposal of December 18, 2003; which is as follows:

a. History

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

b. Membership

Voting Membership of the EBB shall consist of:

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

c. Membership Training

Members will be provided training associated with the EBB. The Health Fund will sponsor training opportunities for members (by selecting training, paying the tuition and/or administration fees, and travel expenses to and from the event, if held



outside of the Portland Metropolitan area); and reimburse employee members for per diem costs associated with approved training activities. Employee members will be given paid release time to attend approved EBB functions/training. Training will be provided to:

d. Membership

Three Members/fiscal year

Local 88, ONA, MCCOA, Deputy Sheriff (MCDSA), Non-represented.

Two Members/fiscal year

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

e. Membership Role

The role of the membership is to:

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

f. EBB Administrator and Benefits Administrator Role

The EBB Administrator and Benefits Administrator shall be non-voting members.

The role of the EBB Administrator is to:

- 1 • Facilitate the EBB, preside over meetings and propose and implement any
- 2 changes;
- 3 • Provide a forum and opportunity for training and education of the EBB members;
- 4 • Ensure that the EBB adhere to legal mandates; and
- 5 • Provide data as requested by the EBB

6

7 The role of the Benefits Administrator is to:

- 8 • Ensure that the County's Health and Welfare Program is aligned with the
- 9 County's mission and values;
- 10 • Serve as the Administrator for the County Health and Welfare Programs;
- 11 • Obtain, coordinate and direct the use of technical consultants and vendors;
- 12 • Ensure that the Health and Welfare Program adhere to legal mandates;
- 13 • Manage the Health Fund;
- 14 • Provide data as requested by the EBB
- 15 • Oversee other benefit programs which promote health and welfare benefits for
- 16 County employees; and
- 17 • Track claims experience by bargaining units.

18

19 g. Legal Responsibilities

20 The Health Plan is subject to various legal mandates that protect the benefits  
21 of plan members. These legal mandates create a set of standards that apply to  
22 public entities concerning plan administration, management, or plan design and, in  
23 particular, communication of the benefit plans contents or changes. Only the Human  
24 Resources Division, Benefits Unit, will have actual legal authority to convey plan  
25 documents and benefits to plan members. Other information issued by EBB shall be  
26 for information purposes only and not binding upon the plan. Changes mandated by  
27 law shall be carried out by the EBB Administrator and Benefit Administrator and  
28 discussed with the EBB no later than the next scheduled EBB meeting.

29

1           h. Meeting Process

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

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

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

13           i. Voting

14           A formal vote is required for plan changes and administration of the Employee  
15 Health and Benefit Programs. A formal vote is defined as a public vote where each  
16 vote must identify the member voting, and the vote must be announced. A formal  
17 vote to change or amend plans must consist of a positive vote from a majority of no  
18 less than 80% (9 of 11 or 8 of 10) of the voting membership. If a member cannot  
19 attend an alternate may cast a vote on their behalf or a proxy may be submitted prior  
20 to the meeting so that the EBB Administrator may read the vote at the meeting. In  
21 the alternative, if insufficient votes are cast due to the absences of voting members,  
22 missing votes may be recorded at the next meeting.

23           j. Proposals

24           The EBB Administrator may propose to the EBB any changes or actions  
25 specific to his/her role identified above. The EBB voting members may propose  
26 benefit plan changes via any five EBB voting members. Prior to submission to the  
27 EBB Administrator, the five members must unanimously approve the proposal. The  
28 written proposal must be submitted two weeks in advance of the next EBB meeting,

1 unless the EBB Administrator waives the deadline. The proposal will identify the  
2 specific changes and how it meets the County's Health Plan interests.

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

9 k. Meetings per Calendar Year

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

15 l. Health Fund

16 The Health Fund will be funded by:

17 (1) Full-time employees: Monthly contributions paid by Departments for  
18 medical/dental/vision, shall be based on the cost-sharing formula set forth below,  
19 as applied to an initial composite rate of \$663.68 per eligible full time employee  
20 effective July 1, 2003.

21 (2) Part-time employees: Monthly contributions paid by Departments for  
22 medical/dental/vision shall be based on an initial composite rate of \$350.00 per  
23 eligible part-time employee effective July 1, 2004. Then in subsequent years the  
24 cost-sharing formula set forth below shall be applied.

25 (3) Cost savings realized from good experience and plan design changes shall  
26 remain in the Health Fund, and

27

- 1 (4) Refunds from vendors for performance guarantees or premium overpayments,  
2 etc., shall remain in the Health Fund, and
- 3 (5) Interest on the Health Fund shall remain in the Health Fund including IBNR set  
4 aside.
- 5 (6) The health fund balance as of July 1, 2004, shall be equal to the ending balance  
6 reported in the EBB Financial Operations Report for Year Ending June 30, 2004.  
7 EBB Financial Operations reports for years ending June 30, 2004, June 30,  
8 2005, and June 30, 2006, shall be considered accepted by the EBB membership  
9 and the County unless a dispute is raised within 120 days of distribution. If  
10 contributions by the Departments and those of the EBB are less than the plan  
11 expenses for any benefit year, that shortfall will be restored to the Health Fund in  
12 a subsequent plan year and subject to the cost sharing agreement. If  
13 contributions in any plan year are more than the costs and expenses, then those  
14 contributions will remain in the Health Fund and will be used to offset future  
15 costs.
- 16 (7) Distributions from the Health Fund shall be set to encompass all of the items  
17 referenced below. Any additional items are subject to approval by EBB. All of  
18 these costs shall be included in the Departments composite rate. The Health  
19 Fund expenses shall consist of the following cost items necessary to administer  
20 the Medical and Dental Health Insurance Plans: premiums, claims, Incurred But  
21 Not Reported claims (IBNR expenses shall be calculated annually according to  
22 generally accepted accounting standards), claim margin, stop-loss fees, Oregon  
23 Medical Insurance Pool fees, fees for services such as managed care providers  
24 for pharmaceuticals, health provider contracts, flexible spending account  
25 administrator fees, case management fees; third party administrators;  
26 professional services associated with benefits consulting, EBB expenses, Opt  
27 Out Reimbursements as specified in an EBB Memorandum of Understanding  
28 adopted December 19, 2002, and other miscellaneous costs such as printing and  
29 postage for communications to employees concerning County Health and  
30 Welfare Plans.

1  
2 m. Eligible Employees

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

6 Full-time Employees: Employees who are regularly scheduled to work at least  
7 32 hours per week or if scheduled to work at least 30 hours on a 10 hour per  
8 day schedule. The Major Medical Option will reimburse participants at \$50  
9 per month for the first year of the plan and then the reimbursement will be  
10 subject to a reduction based upon cost sharing in subsequent years. The  
11 Dental Plans will offer the same benefits as offered in plan year 2003, Kaiser  
12 and ODS, until the EBB changes them. There will be no waiting period for  
13 either dental plan option.

14 Part-time Employees: Employees who are regularly scheduled to work 20 to  
15 31 hours per week, will be offered Major Medical Coverage free of charge for  
16 them and their eligible family members. The employee may elect to purchase  
17 a different County provided medical plan option by paying the difference in  
18 cost from the Major Medical Plan to their selected plan based upon the  
19 coverage level. Part-time employees are not eligible for the \$50  
20 reimbursement for the Major Medical Plan. The Dental Plans will offer the  
21 same benefits as plan year 2003, Kaiser and ODS, until the EBB changes  
22 them. There will be no waiting period for either dental plan option. Part-time  
23 employees will pay one-half of the dental premiums.

24  
25 Opt-out Reimbursement

26  
27 Full-time and part-time employees may elect to opt-out of medical coverage  
28 upon proof of other coverage. Medical opt-out reimbursement for full-time  
29 employees is \$150 per month and \$75 per month for part-time employees.

1 Opt-out reimbursements may be changed by the Employees' Benefits Board.

2 There is no refund currently associated with dental opt-out.

3  
4 n. Plan Document

5 The Plan Document shall set forth the dates, times, eligibility, default  
6 enrollment and administration of benefit coverage for the medical and dental plans.  
7 Other items that will be included are coverage dates for FMLA, leave of absences,  
8 COBRA, flexible spending accounts, and reinstatement provisions.

9 o. Retirees Health Fund/Benefits

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

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

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

19 July 1, 2004 – Full-time Employees

- 20 • The County pays the July 1, 2003 plan year's County departmental  
21 contribution rate (prior to the buy-down), plus  
22 • CPI-W\* of the July 1, 2003 County departmental contribution rate, plus  
23 • 5% of the monthly Kaiser medical premium in February of 2004, plus  
24 • 50% of any remaining increase.

25 July 1, 2004 – Part-time employees

- 26 • The County pays \$350.00.  
27

1 July 1, 2005 – All employees

- 2 • The County pays the July 1, 2004 plan year's County departmental  
3 contribution rate (prior to any buy-down), plus  
4 • CPI-W\* of the July 1, 2004 County departmental contribution rate, plus  
5 • 5% of the monthly Kaiser medical premium in February of 2005, plus  
6 • 50% of any remaining increase.

7 July 1, 2006 – All employees

- 8 • The County pays the July 1, 2005 plan year's County departmental  
9 contribution rate (prior to any buy-down), plus  
10 • CPI-W\* of the July 1, 2005 County departmental contribution rate, plus  
11 • 5% of the monthly Kaiser medical premium in February of 2006, plus  
12 • 50% of any remaining increase.

13 If in any plan year the self-funded plan premium equivalents and Kaiser  
14 dental plan increases are less than CPI-W, and/or the Kaiser medical premium  
15 increase is less than CPI-W plus 5%, that portion of the County contribution will go  
16 toward building the Health Fund.

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

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

25 If any one plan option increases more than 25% for a plan year, the EBB will  
26 agree to either have the employees pay for the amount of the premium above the  
27 25% or reduce the benefit plan to a level that would reflect no more than a 25%



1 increase level. If no agreement can be reached, the County may agree to either pay  
2 for the additional premium or change the benefit plan to a level that would reflect no  
3 more than a 25% increase for that plan year.

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

7 q. LTD/STD

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

10 r. Summary of Governance and Long Term Resolutions

11 With this agreement, it is the intent of the parties to continue  
12 developing a cooperative labor-management forum for managing Multnomah  
13 County employees' health and welfare benefits. This forum will allow the EBB to  
14 effectively address the impact of technology, the escalation of costs, legal  
15 mandates, and the need for quality health care. If at such time in the future, the  
16 EBB is unable to meet its goals and objectives, thus not meeting the interests of  
17 the County or participating unions, the EBB may be dissolved by resolution or by  
18 withdrawal of members. It is the intent of the EBB to incorporate this agreement  
19 into each collective bargaining agreement of participating bargaining units,  
20 subject to the ratification of this agreement by each bargaining unit. Nothing in  
21 this Governance Agreement is intended to: waive or modify the rights of  
22 participating labor organizations to bargain collectively over health and welfare  
23 benefits for their members, at the expiration of this agreement, or prevent  
24 withdrawal from this governance agreement, at the expiration of this agreement.  
25 Any labor organization that withdraws from this Governance Agreement, at the  
26 expiration of this agreement, shall lose its rights to participate in, or vote on,  
27 matters governed by the EBB.

1 In the event that there is a conflict between Section 1(A) above and/or any  
2 other section of this Article and governance structure of December 18, 2003, the  
3 governance structure language as accepted by the Union on shall supersede.

4 B. Part-time employees

5 Part-time employees who work full-time (at least .8 FTE) for six (6)  
6 consecutive pay periods will be reimbursed, as if they were entitled to full-time  
7 benefits (does not include Major Medical Plan Option Reimbursements), for  
8 premium payments made to the County for those payroll periods, adjusted for  
9 taxes. However, such payments will be made only upon written request within 90  
10 days of the last payroll period of full-time work.

11 C. Retirees

12 Provisions governing retiree participation in County medical and Dental  
13 plans are in Addendum B.

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

15 1. "opt-out" payment amounts

16 a. Full-time employees

17 Full-time employees may elect to "opt-out" of County  
18 medical/vision coverage per the provisions of Section I.A.(m) of this article. Full-  
19 time employees who "opt-out" of medical/vision benefits coverage may still  
20 receive dental benefits; a dental benefits "opt-out" payment is not available.

21 b. Part-time employees

22 Part-time employees who certify themselves as covered under  
23 another medical/vision plan may elect to "opt-out" of County medical/vision  
24 benefits coverage per the provisions of Section I.A.(m) of this article. Part-time  
25 employees who "opt-out" of medical/vision benefits coverage may still receive  
26 dental benefits; a dental benefits "opt-out" payment is not available.

27 2. Loss of non-County coverage

28 If an employee who has "opted out" of County coverage loses his or  
29 her non-County coverage, he or she may enroll in the County plan within ninety  
30 (90) days of losing the non-County coverage based upon a qualifying event  
31 prescribed by the Plan document can do so without waiting for the annual Open

1 enrollment period. County coverage will be effective the first day of the month  
2 following receipt of the enrollment form by Employee Benefits.

3 E. Default Enrollment

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

15 F. Eligible Dependents

16 1. Spouses and domestic partners

17 a. Enrollment

18 Employees may enroll spouses and domestic  
19 partners in County medical and dental plans upon completion of the County's  
20 Affidavit of Marriage or Domestic Partnership and applicable enrollment forms.  
21 Enrollment times and other procedures for administration of the medical/vision  
22 and dental insurance plans shall be applied to employees with domestic partners  
23 in the same manner as to married employees to the extent allowed by the law.  
24 Spouses and domestic partners must be enrolled in the same plan as the  
25 employee.

26 b. Definitions

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

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

- 31 • Jointly shares the same permanent residence for at least six

1 months immediately preceding the date of signing an Affidavit of Marriage or  
2 Domestic Partnership; and intends to continue to do so indefinitely, or if  
3 registered with the Multnomah County partnership registry, the six month waiting  
4 period is waived; and

- 5 • Has a close personal relationship.

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

- 8 • Are not legally married to anyone;
- 9 • Are each eighteen years of age or older;
- 10 • Are not related to each other by blood in a degree of kinship closer

11 than would bar marriage in the State of Oregon;

- 12 • Were mentally competent to contract when the domestic  
13 partnership began;

- 14 • Are each other's sole domestic partner;

15 • Are jointly responsible for each other's common welfare including  
16 "basic living expenses" as defined in the Affidavit of Marriage or Domestic  
17 Partnership.

18 c. Termination of coverage

19 Employees must remove a spouse or domestic  
20 partner from coverage within 90 days of divorce, or annulment, or dissolution of  
21 the domestic partnership. Employees who fail to remove an ineligible spouse or  
22 domestic partner within 90 days will be required to reimburse the County for  
23 claims paid after the 90 day window, or be taxed on the benefit, or both.

24  
25 2. Children

26 a. Enrollment

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

31 b. Definition

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

8 c. Termination of coverage

9 Employees must remove from coverage a child who  
10 has become ineligible because he or she is 23 years old, or for any other reason  
11 within 90 days of disqualification. Employees who fail to remove an ineligible  
12 child within 90 days of disqualification will be required to reimburse the County  
13 for claims paid after the 90 day window, or be taxed on the benefit, or both.

14 G. When Benefits Coverage Begins and Ends

15 1. Coverage for new employees

16 a. Medical and Dental Benefits

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

25 2. Benefits coverage for terminating employees

26 a. Retirees

27 i. County-subsidized coverage

28 Benefits options for retirees are provided for in

29 Addendum C.

30 ii. Unsubsidized benefits

31 Retirees may continue to participate in County

1 medical and dental benefits plans on a self-pay basis as mandated by law.

2 b. Other terminating employees

3 i. County-subsidized coverage

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

15 ii. Unsubsidized benefits

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

19 3. Employees on unpaid leaves of absence

20 a. Leaves of less than 30 days

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

23 b. FMLA/OFLA leaves

24 The County will contribute toward medical/vision  
25 insurance coverage during unpaid FMLA/OFLA leave as required by law. During  
26 unpaid FMLA, the County will contribute to the same benefit plan elected by the  
27 employee prior to the approved leave. During unpaid OFLA leave only, the  
28 County will not contribute toward medical/vision/dental insurance coverage. In  
29 addition, the County will continue the same plan and monthly contributions  
30 toward dental insurance coverage as long as legally required contributions  
31 toward medical/vision coverage continue. If the employee remains on unpaid

1 leave for more than 30 days after FMLA/OFLA leave is exhausted, the leave will  
2 be treated as an unpaid leave of absence per "Subsection c.i" below, except that  
3 the last day of FMLA/OFLA leave will be deemed the employee's last day in pay  
4 status.

5 c. Non-FMLA/OFLA unpaid leaves

6 i. Lapsing of County-subsidized coverage

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

17 ii. Unsubsidized benefits

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

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

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

29 (b) Employees returning from unpaid non-  
30 FMLA/OFLA leave in the following July to June plan year may enroll in different  
31 plans within 31 days of their return. If enrollment forms are received on the first

1 day of the month, the changes will be effective that day; otherwise, changes will  
2 be in effect the first day of the month following receipt of the forms.

3 2. Other Benefits

4 A. Flexible Spending Accounts

5 1. Medical expenses

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

11 2. Dependent care expenses

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

16 B. Life Insurance

17 The County agrees to provide each employee covered by this  
18 Agreement with term life insurance in the amount of thirty thousand dollars  
19 (\$30,000). Employees may purchase supplemental term life insurance coverage  
20 for themselves, their spouse or their domestic partner consistent with carrier  
21 contract(s) by payroll deduction. Premiums will vary according to age of the  
22 insured.

23 C. Emergency Treatment

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

30 D. Disability Insurance



The County shall provide bargaining unit members with a group Long Term Disability insurance Policy with the same terms as apply to other Multnomah County union and management employee's under UNUM insurance Policy including a ninety (90 day waiting period).

### 3. Successor Insurance Plans

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

**ARTICLE 12**

**PENSIONS**

1  
2  
3  
4 1. PERS. The County shall continue to participate in the Oregon Public  
5 Employees Retirement System (PERS) pursuant to the Intergovernmental  
6 Integration Agreement between the County and PERS, dated January 22, 1982.

7 2. PERS "Pick-Up" and "Pick-Up" Under IRC Section 414(h)(2).  
8

9 A. The County shall pay the "pick-up" of the required 6% employee  
10 contribution to PERS as provided in ORS 238.205 If for any reason the ORS  
11 238.205 "employer pick-up" is no longer legally available the County shall on the  
12 last payroll period of this Agreement increase employee wages by six percent  
13 (6%) and return to the limited "pick up" provided for prior to the resumption of  
14 PERS pick-up in 1999, including but not limited to the terms of compensation for  
15 non-PERS members.

16 B. Until the County resumes pick up of PERS contributions under ORS  
17 238.205 as provided above, to the extent allowable by law, the required  
18 employee contribution of 6% of wages to PERS is deemed to be "picked up" by  
19 the County for limited purposes of Section 414(h)(2) of the Internal Revenue  
20 Code and any related state or federal tax policies but for other purposes, the  
21 contribution shall be considered to have been by the employee, and payment by  
22 the employee of the 6% contribution through payroll deduction is mandatory for  
23 each employee who is a member of PERS. Employees do not have the option of  
24 receiving the wage payment in cash and paying the PERS contribution directly.  
25 The taxable wages of employees on the W-2 form for federal and state income  
26 tax purposes will not include the contribution to PERS.

27 3. Sick Leave in Application to Final Average Salary. In accordance with  
28 the terms of ORS 238.205 , one-half of the value of accumulated sick leave with  
29 pay will be applied to final average salary for the purpose of pension benefit  
30 determination.  
31

**ARTICLE 13**  
**WORKERS' COMPENSATION AND**  
**SUPPLEMENTAL BENEFITS**

1  
2  
3  
4  
5       1. All members of the bargaining unit will be provided full coverage as  
6 required by the Oregon Worker's Compensation Act.

7       2. The period of time that an employee is off the job and unable to work by  
8 reason of a disability compensable under the Worker's Compensation Law shall  
9 not interrupt his or her continued period of employment with reference to accrual  
10 of seniority unless the employee's doctor, the State Worker's Compensation  
11 Department or Board, or the employee certifies to the County in writing that the  
12 employee will be permanently disabled to such an extent that he or she will be  
13 unable to return to the County and fully perform the duties of the position he or  
14 she last occupied. In such event the employee's status shall be governed  
15 exclusively by applicable state statutes related to re-employment and  
16 non-discrimination. If injured during probation, the probationary period may be  
17 extended by written agreement of the Union, employee, and County.

18       3. The County shall supplement the amount of Worker's Compensation  
19 benefits received by the employee for temporary disability due to occupational  
20 injury, illness, or disease by an amount which, coupled with Worker's  
21 Compensation payments, will insure the disabled employee the equivalent of one  
22 hundred percent (100%) of his or her semi-monthly net take-home pay subject to  
23 the following conditions:

24               a. Supplemental benefits shall only be payable for those days  
25 compensable under Worker's Compensation Law as time loss on an approved  
26 claim.

27               b. To the extent not compensated by Worker's Compensation  
28 benefits, the first day of occupational disability shall be compensated as time  
29 worked.

30               c. To the extent not compensated by Worker's Compensation  
31 benefits, the day following the first day of occupational disability and the next

1 succeeding day shall be compensated as sick leave if such days would have  
2 been work days.

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

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

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

18 3. Nothing in this article may be construed to permit borrowing of sick leave  
19 not accrued by and available to the employee.

20 4. The County shall continue to provide medical and dental benefits for  
21 employee and dependent(s) from the first day of occupational disability subject to  
22 the limitations of the Health and Welfare Article, if any, for a period of one year.

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

26

**ARTICLE 14**  
**HOURS OF WORK**

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2  
3       1. Work Day.

4               a. The regular hours of work each shift shall be consecutive except  
5 for interruptions for meal periods.

6               b. Employees on a five (5) day per week work schedule shall work  
7 eight (8) hours per day excluding the meal period.

8               c. Employees on a four-(4) day per week work schedule shall work  
9 ten (10) hours per day excluding meal period.

10       2. Work Week.

11              a. Regular. Except as provided herein, the regular workweek shall  
12 consist of consecutive days, Monday through Friday, of the same number of  
13 consecutive hours per day with consecutive days off. Employees hired on or  
14 after July 1, 1998 for such schedules may be required by the County to work a  
15 regular work week that includes Saturday or Sunday but not both. Employees  
16 hired before that date who wish to volunteer for such schedules may do so and  
17 management may permit the employee to work such a schedule. Employees  
18 with four (4) days per week ten (10) hours per day work schedules shall have 3  
19 consecutive days off, including Saturday and Sunday; however, if operational  
20 needs of the County dictate, the County may institute a limited number of 4-10  
21 work schedules having Saturday and Sunday off. Qualified Volunteers shall be  
22 solicited to take the 3<sup>rd</sup> day as a non-consecutive day off. If no volunteers accept  
23 the 3<sup>rd</sup> day, it shall be determined via seniority list with the least senior qualified  
24 person being assigned. In no case shall the workweek be for more than forty  
25 (40) hours, excluding the meal period.

26              b. Continuous Operations. Employees engaged in continuous  
27 operations are defined as being any employee or group of employees engaged in  
28 an operation for which there is regularly scheduled work for twenty-four (24)  
29 hours a day, seven (7) days a week. The workweek for employees engaged in  
30 continuous operations shall consist of five (5) consecutive days, with two (2)  
31 designated days off.

1       3. Work Schedules.

2       Work schedules showing the employee's shift, work days, and hours shall  
3       be posted on all department bulletin boards at all times. All employees shall be  
4       scheduled to work on a regular work shift and each shift shall have regular  
5       starting and quitting times. Except for emergency situations and during the  
6       duration of the emergency, work schedules for any work shift shall not be  
7       changed unless the changes are posted for ten (10) workdays.

8       4. Reduced Workweek. In the event that the financial budget situation of  
9       the County requires a reduced workweek for employees covered by this  
10      Agreement, the parties agree to meet and discuss scheduling problems, which  
11      may arise. Such meeting shall be held prior to implementation of the reduced  
12      workweek.

13      5. Rest Periods. All employees' work schedules shall provide for a  
14      fifteen-(15) minute rest period during each one-half (1/2) shift. Rest periods shall  
15      be scheduled at the middle of each one-half (1/2) shift whenever feasible.  
16      Employees who, for any reason, work beyond their regular quitting time into the  
17      next shift shall receive a fifteen (15) minute rest period before they start to work  
18      on the next succeeding shift when it is anticipated the overtime is expected to  
19      extend a minimum of one and one-half (1-1/2) hours. In addition, they shall be  
20      granted the regular rest period that occurs during the shift.

21      6. Meal Periods. All employees shall be granted a meal period of not less  
22      than thirty (30) minutes during each work shift. Whenever practicable, meal  
23      periods shall be scheduled in the middle of the shift. The County shall provide a  
24      meal to any employee who is requested to and does work two (2) hours beyond  
25      his or her regular quitting time.

26      7. Clean-Up Time. Employees occupying labor, trades, or craft positions  
27      shall be granted adequate personal clean-up time, prior to the end of each work  
28      shift. The County shall provide the required facilities for the employee's clean up.  
29      Neither party to this Agreement shall construe "clean-up time" to mean "quit-early  
30      time" or "leave-early time."

31      8. Uniform Time Charging Provisions

1           a. Rounding Rule. Time charged for all leaves and compensation  
2 for time worked under the terms of this Agreement shall be subject to rounding to  
3 the nearest quarter of an hour in accordance with the following rules:

4                   (1) 0 - 7 minutes rounds to 0 hours

5                   (2) 8 - 15 minutes rounds to 1/4 hour

6           b. Applications

7                   (1) Lateness: An employee who is seven (7) minutes or  
8 less late shall be paid for a full shift. An employee who is eight (8) to fifteen (15)  
9 minutes late shall not be paid for one quarter (1/4) of an hour.

10                  (2) Working Over: An employee who works over less than  
11 eight (8) minutes shall not be compensated. An employee who works eight (8) to  
12 fifteen (15) minutes over shall be compensated one quarter (1/4) of an hour at  
13 the appropriate rate of pay in accordance with Article 15, Wages.

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

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

21           9. Time Between Shifts. There shall be a minimum of eight (8) hours  
22 between regular scheduled shifts. Employees who have completed their regular  
23 shift and are required to work an additional continuous eight (8) hours shall be  
24 granted four (4) hours of rest with pay at the straight hourly rate. The rest pay  
25 provision shall apply to the employee's first four hours of their next shift and only  
26 occurs when the next regular shift begins within twelve (12) hours of the end of  
27 the continuous work period.

**ARTICLE 15**

**WAGES**

1  
2  
3  
4     1. Wages and Classification Schedule

5     a. Wage Rates for FY 2004-2005. Effective July 1, 2004, employees shall  
6     be compensated in accordance with the wage schedule attached to this  
7     Agreement and marked Addendum A. Said schedule reflects an increase of  
8     two point three percent (2.3%) effective July 1, 2004.

9     b. Wage Rates for FY 2005-2006. Parties agree to reopen contract no later  
10    than March 15, 2005 for the purpose of negotiating July 1, 2005 wage rates.  
11    All other articles and terms of the Agreement shall continue without  
12    interruption.

13    c. Wage Rates for FY 2006 – 2007. Parties agree to reopen the contract no  
14    later than March 15, 2006 for the purpose of negotiating July 1, 2006 wage  
15    rates. All other articles and terms of the Agreement shall continue without  
16    interruption.

17    d. New Classifications. When any position covered by this Agreement not  
18    listed on the wage schedule is established, the County may designate a job  
19    classification and pay rate for the position. In the event the Union does not  
20    agree that the classification and/or rate is proper, the Union shall have the  
21    right to submit the issue as a grievance at Step III of the Grievance  
22    Procedure.

23    e. Work In A Higher Classification. Whenever a supervisor instructs an  
24    employee to replace another employee in a higher classification and perform  
25    such work for more than one (1) shift, the employee shall be paid for all such  
26    work at the rate of pay assigned to the higher classified work in the  
27    appropriate step, according to the promotional policy, if any.

28    2. Pay Period. The salaries and wages of employees shall be paid semi-  
29    monthly on the last regular county business day of the last week of the pay  
30    period following the pay period in which the pay was earned. In the event the  
31    normal payday is a holiday, the preceding day shall be the payday.



1        3. Hazardous or Obnoxious Work.

2        a. Employees performing hazardous or obnoxious work, not a part of their  
3        normal duties, shall be paid a premium of one dollar (\$1.00) per hour in  
4        addition to their regular rate of pay for all hours during which they are required  
5        to perform this type of work. This pay shall be in addition to any other rate  
6        that may apply to the job. The job classification to which this provision shall  
7        apply shall be mutually agreed upon by the Union and the County. If the  
8        parties cannot agree, the matter shall be submitted as a grievance at Step III  
9        of the grievance procedure.

10       b.     An employee assigned to operate window washing scaffolding while  
11       suspended along side of the Justice Center (normally at a height well in  
12       excess of 90 feet above the ground) shall be compensated for such work at  
13       double his or her straight time hourly rate. When such work is performed on  
14       an overtime basis or on a holiday, the rate of pay shall be triple the straight  
15       time hourly rate.

16       4. Reporting Time. Any employee who is scheduled to report for work and  
17       who presents himself for work as scheduled, but where work is not available for  
18       him or her, shall be excused from duty and paid at his or her regular rate for a  
19       day's work

20       5. Call-In Time. Any employee called to work outside his or her regular shift  
21       shall be paid for a minimum of four (4) hours at the rate of time and one-half (1.5)  
22       except that an employee called to work within two (2) hours of the  
23       commencement of his or her scheduled shift shall be paid at the rate of one and  
24       one-half (1.5) times the employee's regular straight time rate only for the period  
25       elapsed from the commencement of the call-out to the commencement of the  
26       shift. It is the understanding of the parties that the four-hour period for a Call-In  
27       commences with the acceptance of the call-in assignment and ends four (4)  
28       hours later. Employees will only be called out and remain working for bona fide  
29       urgent and immediate operational needs. Call in time will not be used for  
30       assigning (stacking) routine work. The employer may also assign an employee  
31       who may be subject to call-out a County vehicle, which the employee shall use

1 solely for performing County business and for commuting to and from work. The  
2 assignment of the vehicle shall be voluntary, except that it may be made  
3 mandatory in the event of an emergency or if the public health or safety may be  
4 in jeopardy. The vehicle assignment may be rescinded at the employer's  
5 discretion. If such assignment is made, the employee shall not be charged for  
6 such vehicle.

7 6. Off Duty Work from Home Including Work Telephone Calls. Any  
8 employee who is required to perform work or called by the County at home or a  
9 location other than their job site for work related business during off-duty hours,  
10 and is not required to report to a work site, shall be compensated a minimum of  
11 one (1) hour pay or the length of the call which ever is greater, plus any  
12 applicable shift differential, at the appropriate rate of pay. Multiple calls less than  
13 twenty (20) minutes between the end of the first and beginning of the second (or  
14 more) calls will be considered one (1) call. This provision does not apply to work  
15 scheduling or work site directions. The County shall provide required computers  
16 for employees who repair or maintain County automated systems from home.

17 7. On-Call Duty

18 a. Voluntary. Facilities Management may use a voluntary on-call  
19 duty pool to provide a method of rotating access to emergency call-out generated  
20 overtime. All employees who volunteer shall be allowed to take their assigned  
21 County vehicles home. Employees whose residences are more than 25 miles  
22 from his/her permanent reporting place may not be eligible to volunteer for this  
23 pool. An employee in the pool shall be designated as the primary responders  
24 and shall take all Call Outs. If call volume demands it, another employee from  
25 the pool may be called out. The designated primary responder who declines a  
26 call may be removed from the volunteer pool and shall lose the ability to take a  
27 County vehicle home. With permission of management, the employee may be  
28 reinstated to the volunteer pool. If called in to work, the volunteer employee must  
29 respond to the call and will be paid as described in Section 5. The assignment of  
30 On-Call status will be distributed equally among qualified employees who  
31 volunteer for the assignment. The division may terminate a Voluntary On-Call

1 Duty pool by providing ten (10) days notice to the affected employees.  
2 Employees may withdraw from the voluntary pool with ten (10) days notice to  
3 management. Employees shall be paid one (1) hour of pay at the regular straight  
4 time rate for each eight (8) hours of assigned on-call duty. Employees who are  
5 assigned on-call duty for less than eight (8) hours shall be paid on a pro-rated  
6 basis at full hour increments. On call duty time shall not be counted as time  
7 worked in the computation of overtime hours.

8 b. Employees in On-Call status must respond to the initial contact  
9 within one-half (1/2) hour. If the employee's presence at the work site is  
10 required, the employee must be able to report for work within one (1) hour of his  
11 or her response to the initial contact. Employees in On-Call status shall be  
12 available for call-in work assignments outside of his/her working hours, but not  
13 subject to restrictions which would prevent the employee from using the on-call  
14 effectively for the employee's own purposes. While in On-Call status, employees  
15 are required to remain fit for call-in during non-work time, keep their assigned  
16 telecommunications equipment in operation and comply with any call-in  
17 assignment. An employee in On-Call status will be assigned a specialized  
18 County vehicle that shall be used solely for performing County business and  
19 commuting to and from work.

20 c. Employees who are assigned a County vehicle under Section 8  
21 (a) may be dispatched to their home by Management from their last work  
22 assignment. Such employees will be released from duty at their designated shift  
23 termination. The final 15 minutes of the shift are designated as Clean-Up Time  
24 per Article 14, Section 8.

25 8. Overtime. Time and one-half (1-1/2) the employee's regular hourly rate of  
26 pay shall be paid for work under any of the following conditions, but  
27 compensation shall not be paid twice for the same hours.

28 a. When scheduled to work five (5) days a week:

29 (1) All authorized work performed in excess of eight (8) hours in any work  
30 day.

31 (2) All authorized work performed in excess of forty (40) hours in any work

1 week.

2 (3) All work performed on employee's sixth (6th) day shall be paid for at the  
3 rate of time and one-half (1-1/2) and the seventh (7<sup>th</sup>) day at double-time rate,  
4 provided the employee has worked such overtime on the sixth (6<sup>th</sup>) day as was  
5 offered to him or her for that day.

6 b. When scheduled to work four (4) days a week:

7 (1) All authorized work performed in excess of ten (10) hours in any work  
8 day.

9 (2) All authorized work performed in excess of forty (40) hours in any work  
10 week.

11 (3) All work performed on employee's fifth (5th) day shall be paid for at the  
12 rate of time and one-half (1-1/2) and the sixth (6th) and seventh (7th) days at the  
13 double-time rate, provided that the double-time rate shall be paid only when the  
14 employee has worked such overtime on the fifth (5th) day as was offered to him  
15 or her on that day. If an employee declines to work on the fifth (5th) day, the  
16 sixth (6th) day shall be paid at the rate of time and one-half (1-1/2) and the  
17 seventh (7th) day at the double-time rate.

18 (4) Overtime worked shall be calculated in accordance with the uniform time  
19 charging provisions of Article 14.

20 9. Compensatory time. Compensatory time may be accrued by agreement  
21 between the County and the employee with the following limitations. Specifically,  
22 in lieu of overtime pay, an employee may with supervisory approval elect to  
23 accrue compensatory time equivalent to the applicable overtime rate for each  
24 hour of overtime worked provided:

25 a. The maximum allowable accumulation of compensatory time off shall  
26 be eighty (80) hours.

27 b. Accrued compensatory time off shall be used at the discretion of the  
28 employee with the supervisor's consent.

29 c. In the event the employee terminates for any reason, accrued  
30 compensatory time shall be paid to the employee or his or her heirs.

31 10. Distribution. Scheduled overtime work shall be distributed equally

1 among qualified available employees. However, employees may volunteer for  
2 overtime work. There shall be no discrimination against any employee who  
3 declines to work overtime. Overtime work shall be voluntary except in cases  
4 where the public health, safety, and welfare may be jeopardized.

5 A record of overtime hours worked by or offered to each employee shall  
6 be posted on the department bulletin board each month.

7 11. Mileage Pay. Each employee will be assigned a permanent reporting  
8 place. Permanent reporting places may be changed with 10 days written notice  
9 to the affected employee. Whenever an employee is required to work at any  
10 location other than their permanent place of reporting, they shall be paid at the  
11 IRS tax exempt reimbursement rate for the use of their personal transportation  
12 from their permanent reporting place to and from the temporary new location. All  
13 employees shall be allowed pay from the time of reporting to their permanent  
14 reporting place, and this shall end when they return to their permanent reporting  
15 place.

16 12. Parking. Whenever employees are required to use their private vehicle  
17 for work assignments, he or she will be reimbursed for the cost of parking  
18 pursuant to the County policy.

19 13. Shift Differential. In addition to the established wage rates, the County  
20  
21 shall pay an hourly premium of seventy-five cents (\$.75) to employees for all  
22 hours worked on shifts beginning between the hours of 12 noon. and 7:00 p.m.  
23 For all hours worked on shifts beginning between 7:00 p.m. and 6:00 a.m., the  
24 County shall pay an hourly premium of one dollar (\$1.00) to employees for each  
25 hour worked during that period. Relief shifts will be paid one dollar (\$1.00) per  
26 hour for all hours worked.

27

**ARTICLE 16**  
**DISCIPLINARY ACTION**

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4       1. Employees may be subject to disciplinary action by suspension, oral or  
5 written reprimand, demotion, reduction in pay, or dismissal; provided, however,  
6 that such action shall take effect only after the appointing authority gives written  
7 notice of the action and cause to the employee and mails such notice to the  
8 Union. This notice provision shall not apply to oral or written reprimands;  
9 provided, however, that a copy of any written reprimand must be mailed to the  
10 Union on the date of issuance.

11       2. Any permanent, non-probationary employee who is reduced in pay,  
12 demoted, suspended, or dismissed shall have the right to appeal the action  
13 through the Grievance Procedure.

14       The standard of review of disciplinary actions appealed under this section  
15 shall be the "in good faith for cause" standard.

16       3. Personnel Files.

17           a. An employee or his or her representative, with written consent of  
18 the employee, may inspect that employee's personnel file. Upon written request,  
19 an employee or his or her authorized representative shall be given a copy of any  
20 materials in his or her personnel file.

21           b. Except as provided below, an employee may request and have  
22 removed from his or her personnel file any letter of reprimand more than two (2)  
23 years old.

24           c. A single letter imposing discipline more severe than a letter of  
25 reprimand which is more than five (5) years old will be removed from an  
26 employee's personnel file upon his or her request.

27           d. If there is more than one letter imposing discipline which is more  
28 severe than a letter of reprimand on file, none of the disciplinary letters may be  
29 removed until the most recent disciplinary letter is more than five (5) years old.  
30 At that time, it and all previous disciplinary letters will be removed from the  
31 employee's personnel file upon request. For purposes of this subsection, "letter"

1 includes attachments.

2

**ARTICLE 17**  
**SETTLEMENT OF DISPUTES**

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3  
4           1.     Grievance Procedure. Any grievance or dispute which may  
5 arise between the parties involving the application, meaning, or interpretation of  
6 this Agreement shall be settled in the following manner:

7           Step I: If there is a dispute or grievance, an employee and/or his or her  
8 Union steward or representative shall meet with his or her supervisor to resolve  
9 the grievance informally. This meeting shall take place within ten (10) days of the  
10 time the employee or the Union first has knowledge or should have knowledge of  
11 the alleged violation.

12           If the informal meeting does not resolve the grievance, the grievance shall  
13 be reduced to writing and presented to the employee's section or division head  
14 through the immediate supervisor within ten (10) days of the informal meeting..  
15 A grievance may not be initiated concerning an event after sixty (60) days have  
16 elapsed; however, in no way is this provision to be interpreted as affecting the  
17 pursuance of grievances which are of a continuing nature (i.e., the breach  
18 continues and is not a single isolated incident). The grievance notice shall  
19 include a statement of the grievance and relevant facts, applicable provisions of  
20 the contract, and remedies sought. The supervisor shall then attempt to adjust  
21 the matter and respond, in writing, to the employee or his or her representative  
22 within ten (10) days.

23           Step II: If the grievance has not been answered or resolved, it may be  
24 presented in writing by the employee or his or her representative to the  
25 department head within fifteen (15) days after the response is due from the  
26 supervisor. The department head shall respond to the employee or his or her  
27 representative, in writing, within fifteen (15) days.

28           Step III: If the grievance has not been answered or resolved at Step II, it  
29 may be presented, in writing, by the grievant to the County Chair, or his or her  
30 designee(s), within fifteen (15) days after the response of the department head  
31 is due. The County Chair, or his or her designee(s), shall respond in writing to



1 the grievant within fifteen (15) days.

2  
3 County Grievances: When the County has a grievance, it may be  
4 presented in writing to the Union through the County Chair or his or her  
5 representative. The parties will each then promptly appoint two (2) persons to  
6 serve as a Board of Adjustment to consider the grievance of the County and  
7 resolve the dispute. If the Board of Adjustment is unable to resolve the dispute  
8 within fifteen (15) days of the notification to the Union, then the County may  
9 request arbitration under Step V of this Grievance Procedure by written notice to  
10 the other party. This procedure for County grievances is not exclusive, and the  
11 County expressly retains the right to alternately proceed with any other action,  
12 including court proceedings, it may deem in its discretion to be advisable or  
13 warranted.

14  
15 Step IV: If the grievance has not been answered or resolved at Step III,  
16 either party may, within fifteen (15) days after the expiration of time limit  
17 specified in Step III, request arbitration by written notice to the other party.

18  
19 Step V: Arbitration. After the grievance has been submitted to arbitration,  
20 the parties, or their representatives, shall jointly request the Oregon Mediation  
21 and Conciliation Service for a list of the names of seven (7) arbitrators. The  
22 parties shall select an arbitrator from the list by mutual agreement. If the parties  
23 are unable to agree on a method, the arbitrator will be chosen by the method of  
24 alternate striking of names; the order of striking to be determined by lot. One day  
25 shall be allowed for the striking of each name. The final name left on the list shall  
26 be the arbitrator. Nothing in this section shall prohibit the parties from agreeing  
27 upon a permanent arbitrator or permanent list.

28  
29 No less than five (5) days prior to the scheduled arbitration, the parties  
30 shall submit to the designated arbitrator a signed stipulation of the issue before  
31 the arbitrator. In the event the parties are unable to stipulate the issue in dispute,

1 each party shall, not later than four (4) days prior to the scheduled arbitration,  
2 submit to the arbitrator and the other party a signed statement of the issue that  
3 party asserts is in dispute.

4  
5 The arbitrator shall be requested to begin taking evidence and testimony  
6 within a reasonable period after submission of the request for arbitration taking  
7 into account the schedules of the parties' representatives and the arbitrator and  
8 witnesses; and he or she shall be requested to issue his or her decision within  
9 thirty (30) days after the conclusion of testimony and argument. The parties  
10 hereby vest the arbitrator with authority to compel the attendance of witnesses on  
11 behalf of either party by issuance of a subpoena, the cost of which shall be borne  
12 by the party requesting the subpoena.

13  
14 The arbitrator's decision shall be final and binding, but he or she shall  
15 have no power to alter, modify, amend, add to, or detract from the terms of the  
16 Contract. His or her decision shall be within the scope and terms of the Contract  
17 and in writing. Any decision of the arbitrator may provide for retroactivity not  
18 exceeding sixty (60) days prior to the date the grievance was first filed with the  
19 supervisor, and it shall state the effective date of the award.

20  
21 Expense for the arbitration shall be borne by the losing party. Each party  
22 shall be responsible for compensating its own representatives and witnesses. If  
23 either party desires a verbatim recording of the proceedings, it may cause such a  
24 record to be made, on the condition that it pays for the record and makes copies  
25 available without charge to the other party and the arbitrator.

26  
27 Any time limits specified in the grievance procedure may be waived by  
28 mutual consent of the parties. A grievance may be terminated at any time upon  
29 receipt of a signed statement from the aggrieved party that the matter has been  
30 resolved.

31 2. Stewards and the Processing of Grievances.

**ARTICLE 17, SETTLEMENT OF DISPUTES**

1           a. Employees selected or elected by the Union as employee  
2 representatives shall be known as "stewards." The names of the stewards and  
3 the names of other Union representatives who may represent employees shall be  
4 certified in writing to the County by the Union. Stewards may investigate and  
5 process grievances during working hours without loss of pay. All efforts will be  
6 made to avoid disruptions and interruptions of work.

7           b. Departure from the established Grievance Procedure outlined in  
8 this article by any employee shall automatically nullify the Union's obligation to  
9 process the grievance.

10          c. All references to "days" in this article refer to calendar days.

**ARTICLE 18**  
**GENERAL PROVISIONS**

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3  
4           1.     No Discrimination.

5           The provisions of this agreement shall be applied equally to  
6 all employees in the bargaining unit without discrimination as to age, marital  
7 status, race, color, sex, creed, religion, national origin, political affiliation, gender  
8 identification, source of income, or familial status. It is further agreed that there  
9 will be no discrimination against the handicapped unless bona fide job related  
10 reasons exist. The Union shall share equally with the County the responsibility  
11 for applying the provisions of the Agreement.

12           All references to employees in this Agreement designate  
13 both sexes, and wherever the male gender is used it shall be construed to  
14 include male and female employees.

15           The County and the Union agree not to interfere with the  
16 rights of employees to become members or refrain from becoming members of  
17 the Union, and there shall be no discrimination, interference, restraint, or  
18 coercion by the County or Union or any County or Union representative against  
19 any employee because of Union membership or any employee activity in an  
20 official capacity on behalf of the Union, or for any other cause, provided such  
21 activity or other cause does not interfere with the effectiveness and efficiency of  
22 County operations in serving and carrying out its responsibility to the public.

23           2.     Bulletin Boards.

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

29           3.     Visits by Union Representatives.

30           The County agrees that the Business Manager or his or her  
31 Assistant, accredited representatives of the International Union of Operating

1 Engineers, Local 701, AFL-CIO, upon reasonable and proper introduction, shall  
2 have reasonable access to the premises of the County at any time during  
3 working hours to conduct Union business.

4 4. Changes in Existing Conditions.

5 The County will solicit and be receptive to the input of the  
6 Union regarding changes in existing working conditions proposed by the County,  
7 and any such changes shall not be made for arbitrary or capricious reasons.

8 Any unresolved dispute as to the reasonableness of a  
9 change in existing working conditions shall be resolved through the grievance  
10 procedure.

11 Whenever any existing conditions are changed, they shall be  
12 posted prominently on all bulletin boards for a period of ten (10) consecutive  
13 work days prior to becoming effective.

14 5. Rules.

15 a. All future work rules shall be subject to discussion  
16 with the Union before becoming effective.

17 b. The County agrees to furnish each employee in the  
18 bargaining unit with a copy of the Collective Bargaining Agreement sixty (60)  
19 days after the signing of this Agreement.

20 c. The County agrees to furnish each employee in the  
21 bargaining unit with a copy of all changes to work rules thirty (30) days after they  
22 become effective.

23 d. The County shall provide new employees a copy of  
24 the Agreement and rules at time of hire.

25 e. Any dispute as to the reasonableness of any new  
26 rule, or any dispute involving discrimination in the application of new or existing  
27 rules may be resolved through the grievance procedure.

28 6. Tool Replacement.

29 The County agrees to replace all tools required by the  
30 employer to be furnished by employees when such tools become damaged  
31 beyond usability or are lost or stolen while on the job. A "proof of loss by theft"

1 statement must be signed by the employee prior to recovery for theft.

2 7. Uniforms and Protective Clothing.

3 If an employee is required to wear a uniform, protective  
4 clothing, or any type of protective device in the performance of his or her duties,  
5 such uniform, protective clothing, or protective device shall be furnished by the  
6 County; the cost of maintaining the uniform or protective clothing or device,  
7 including initial tailoring, shall be paid by the County, in accordance with the  
8 current practice. The county will pay the cost of cleaning required protective  
9 clothing.

10 8. Seniority.

11 a. Seniority will be determined as follows:

12 (1) Total length of continuous service within the  
13 affected job classification within the affected department; if a tie occurs, then

14 (2) Total length of continuous service within the  
15 affected Department; if a tie occurs, then

16 (3) Total length of continuous service within the  
17 County; if a tie occurs, then

18 (4) Score on the last performance evaluation  
19 awarded under the system to be developed in accordance with MCC 9.03; if no  
20 system exists, then score on original entrance examination.

21 (5) Time spent in an abolished classification that  
22 has a current equivalent will count toward seniority in the equivalent  
23 classification.

24 b. In computing seniority for permanent employees, the  
25 following factors will be taken into account:

26 (1) Part-time work within the same classification  
27 will be counted on a pro rated hourly basis.

28 (2) Time spent on authorized leave without pay  
29 that exceeds thirty (30) calendar days will not count.

30 (3) Time spent in a trainee capacity (e.g., PEP,  
31 WIN, CETA, or other state or federally funded programs) will not be included.

1 (4) Time spent in classification in previous  
2 government service will be included if the employee transferred in accordance  
3 with ORS 236.610 through 236.650.

4 (5) Time spent on layoff will not count.

5 c. Seniority shall be forfeited by discharge for cause or  
6 voluntary termination.

7 d. On May 15 of each year, the County shall furnish to  
8 the Union sufficient copies of a seniority roster of all employees assigned to the  
9 classifications listed in Addendum A.

10 e. Employees may protest their seniority designation  
11 through the grievance procedure outlined in this agreement.

12 9. Reduction in Force.

13 Layoffs will be in accordance with Multnomah County Code  
14 9.03 or its successor and the Personnel Rules pertaining thereto.

15 10. Contract Work.

16 a. Unless mutually agreed, the County will not contract  
17 out or subcontract any work now performed by employees covered by this  
18 Agreement when such would result in loss of employment by any bargaining unit  
19 employee(s) and the County is unable to find suitable or comparable alternate  
20 employment for the employee(s). However, this provision shall not apply to  
21 contracting out or subcontracting work such was anticipated and considered as a  
22 part of and during budget procedures.

23 b. If during the budget procedure contracting or  
24 subcontracting is considered, the County agrees to meet with the Union to  
25 discuss the effect of such action prior to the discussion of such proposals by the  
26 budget committee.

27 c. The County further agrees to meet with the Union, at  
28 its request, to explore the alternative of work force reduction by attrition. The  
29 County also agrees that, to the extent practicable, transfers shall be made to  
30 open vacancies, and re-employment of employees affected by such action shall  
31 occur for as long as they are so qualified in accordance with established layoff

1 guidelines. The Union agrees to assist the County in minimizing the impact on  
2 such affected employees.

3 11. Shift Assignment.

4 Whenever there is more than one shift within the same job  
5 classification, employees shall be granted, at their request, preference of shift  
6 including days off according to their respective seniority within the affected  
7 classification of the division; provided, however, that following original selection  
8 of shift, changes may be made only when a vacancy occurs on another shift, and  
9 further provided that the employee is qualified to perform the duties set forth in  
10 the job description for the position on the other shift.

11 Disputes concerning the qualifications of an employee to  
12 select a shift may be filed as a grievance in accordance with Article 17.

13 12. Safety Rules.

14 The County will furnish all safety devices necessary to  
15 comply with existing and future State and Federal Safety requirements. No  
16 employee will be  
17 disciplined for refusal to violate the Safety Codes or the Laws of the State of  
18 Oregon.

19 13. Supremacy of Contract.

20 To the extent allowable by law, whenever a conflict arises  
21 between this Agreement and Multnomah County Code 9.03\_ et. seq. or its  
22 successor, this Agreement shall prevail.

23 14. Performance Evaluation Process

24 a. The County may implement and maintain  
25 performance evaluation processes involving members of the bargaining unit.

26 b. Employees will have the right to attach a response to  
27 any evaluations in their personnel files.

28 c. No evaluations or employee responses will be  
29 admissible in any disciplinary or arbitration hearing.

30 d. All performance evaluations shall be signed by the  
31 employee's supervisor, who shall bear ultimate responsibility for the content of



1 the evaluation.

2 15. Bus Passes

3 Statement of Purpose. For the purposes of encouraging  
4 employees to use mass transit as part of the county's ride reduction program  
5 under the Oregon Department of Environmental Quality (DEQ's) Employee  
6 Commute Options (ECO) mandate, as well as part of the County's commitment  
7 to limiting traffic congestion and promoting clean air, effective November 1, 2001,  
8 each employee shall be eligible to receive a bus pass entirely subsidized by the  
9 County for the employee's personal use.

10 Scope of Subsidy

11 1. The County will provide a 100%  
12 subsidy for employee bus passes. However, the County may require that the  
13 employee pay a percentage if the County's subsidy exceeds the IRS standard for  
14 a de minimus employee benefit.

15 It will be the employee's responsibility to obtain the  
16 necessary Photo ID from Tri-Met. Instructions for obtaining the photo ID will be  
17 available through Employee Benefits and will be included in new hire packets.

18 2. This program is offered only by  
19 Tri-Met. However, C-Tran will honor the Tri-Met all zone pass.

20 Procedural Requirements

21 The procedural requirements for obtaining the pass and  
22 verification that the pass has been used solely by the employee shall be the  
23 same as apply to exempt employees. Such requirements may change from time  
24 to time to ensure efficient and effective implementation of the program.

**ARTICLE 19**

**SAVINGS CLAUSE AND FUNDING**

1  
2  
3  
4       1. Savings Clause. Should any article, section, or portion thereof of this  
5 Agreement be held unlawful and unenforceable by any court of competent  
6 jurisdiction, or any administrative agency having jurisdiction over the subject  
7 matter, such decision shall apply only to the specific article, section, or portion  
8 thereof directly specified in the decision. Upon the issuance of any such  
9 decision, the parties agree immediately to negotiate a substitute, if possible, for  
10 the invalidated article, section, or portion thereof. All other portions of this  
11 Agreement, and the Agreement as a whole, shall continue without interruption for  
12 the term hereof.

13       2. Funding. The parties recognize that revenue needed to fund the  
14 wages and benefits provided by the Agreement must be approved annually by  
15 established budget procedures. All such wages and benefits are, therefore,  
16 contingent upon sources of revenue and annual budget approval. The County  
17 has no intention of cutting the wages and benefits specified in this Agreement  
18 because of budgetary limitations, but cannot and does not guarantee any level of  
19 employment in the bargaining unit covered by this Agreement. The County  
20 agrees to include in its annual budget request amounts sufficient to fund the  
21 wages and benefits provided by this Agreement, but makes no guarantee as to  
22 the passage of such budget request pursuant to established budget procedures.  
23 This Section 2 and County action hereunder shall not be subject to the  
24 Resolution of Disputes Procedures hereinbefore set out.  
25

**ARTICLE 20**

**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 Union 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 the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement, nor shall the Union and the County Chair or his or her designee(s) for labor relations be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.

**ARTICLE 21**  
**TERMINATION**

This Agreement shall be effective as of the 1st day of July, 2004 and shall remain in full force and effect through the 30th day of June, 2007, and shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing between January 1, 2007, and March 1, 2007 that it wishes to modify the agreement 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 \_\_\_\_\_, 2004.

FOR THE UNION:

\_\_\_\_\_  
Mark Holiday, Business Manager  
Fin. Secy IUOE Local 701, AFL-CIO

MULTNOMAH COUNTY, OREGON  
BOARD OF COMMISSIONERS:

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

\_\_\_\_\_  
Maria Rojo de Jteffey,  
Commissioner, District 1

\_\_\_\_\_  
Serena Cruz,  
Commissioner, District 2

\_\_\_\_\_  
Lisa Naito,  
Commissioner, District 3

\_\_\_\_\_  
Lonnie Roberts,  
Commissioner, District 4

REVIEWED:

Agnes Sowle, County Attorney  
For Multnomah County, Oregon

\_\_\_\_\_  
By: Kathy Short  
Assistant Attorney

NEGOTIATED BY:

\_\_\_\_\_  
By: Jim Younger, HR Manager

**ADDENDUM A**  
**WAGES AND CLASSIFICATIONS**  
**OPERATING ENGINEERS**

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Effective July 1, 2004

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CLASSIFICATION: HVAC ENGINEER (6121)

July 1, 2004                      **\$23.03 (Base Hourly Rate)**

**December 1, 2004                      \$22.99 (Adjusted base hourly rate per Article 9,  
Section 5.)**

The County may assign an employee to serve as Facilities Maintenance Engineer Lead worker to perform certain limited supervisory duties including laying out the work for other employees, balancing and directing the work, reviewing the work and employee conduct for adherence to standards and rules, and making such reports as may be required to exempt supervisory employees.

1 Leadworkers do not impose formal discipline. Assignment and selection of such  
2 Leadworker shall be at the sole discretion of the County. An employee assigned  
3 as a Facilities Maintenance Engineer Leadworker shall be paid a premium of  
4 nine percent (9%) over his or her base hourly wage rate for the duration of the  
5 assignment.

6

7

8

**ADDENDUM B**  
**COMPOSITE VERSION OF MULTNOMAH COUNTY**  
**EXEMPT EMPLOYEE RETIREE INSURANCE POLICY**  
**(EXHIBIT B OF ORDINANCE 534 AS AMENDED BY**  
**ORDINANCES NOS. 629 & 670)**

**Retiree Medical Insurance**

a. For purposes of this section, a "retiree" refers to a person who retired from the County on or after the effective date of this section and, at the time of retirement, occupied a position covered by the "Exempt" compensation plan. For purposes of this section, a "member" refers to an active employee(s) in a position covered by the "Exempt" compensation plan.

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

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

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

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

(i) The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and his or her eligible



dependents from the retiree's fifty-eighth (58th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the retiree had:

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

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

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

(ii) The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-fifth (55th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the employee had thirty (30) years of continuous service with employers who are members of the Oregon Public Employee Retirement System and twenty (20) or more years of continuous County service immediately preceding retirement.

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 under 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 members' 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

1 monthly premiums under this section shall be timely if the retiree has directed  
2 PERS to regularly deduct his or her portion of the monthly premium from his or  
3 her pension check and remit the proceeds to the County's collection agent, or if it  
4 is received by the County's collection agent each month at least thirty (30) days  
5 prior to the month for which the resulting coverage will apply. The Employee  
6 Services Division shall inform the retiree at the time he or she signs up for  
7 continued medical insurance coverage of the identity and address of the County's  
8 collection agent and shall thereafter inform the retiree of any change in collection  
9 agent at least forty-five (45) days prior to the effective date of such change.

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

18 j. The parties 1998 – 2001 Agreement provided for an  
19 alternative Retiree Medical Insurance benefit as follows:

20 5. Retirees. Employees who retire from the County shall be eligible to  
21 participate in the County's retiree medical insurance program subject to the same  
22 terms, conditions, and limitations as applied to Exempt County employees at the  
23 time this Contract is executed, pursuant to Ordinance Nos. 629 and 670, set forth  
24 in Addendum C, attached hereto and by this reference incorporated herein.  
25 However, employees hired before July 1, 1992 who retire from the County with  
26 ten (10) or more years of continuous service may, in lieu of coverage under the  
27 terms of the foregoing retiree insurance provisions, elect an alternate retiree  
28 insurance benefit whereby the employer will pay 100 percent of the premium for  
29 the employee and his or her eligible dependents from age sixty (60) or date of  
30 retirement, whichever is later, until the employee is eligible for Medicare. The  
31 election to participate in this alternative program must be made in writing, signed

1 by the employee, and received by the Director of the County's Employee  
2 Services Division not later than June 30, 1999. An employee who elects the  
3 alternate program and who retires from the County early with ten (10) or more  
4 years continuous service may receive the employer-paid benefit beginning at age  
5 sixty (60) provided the employee continuously participates in the County's  
6 medical plan by timely payment of the full premium due from the date of  
7 retirement until age sixty (60). After such employee reaches age sixty-five (65),  
8 he or she may continue to continuously participate in the County's medical plan  
9 by timely payment of the monthly premium.

10 If the union elects to require out of pocket medical contributions by payroll  
11 deduction pursuant to section 3 of this Article, the employer contribution toward  
12 eligible retirees' insurance shall be 100% of the contribution it makes for an  
13 active employee on the same plan and participation level, rather than 100% of  
14 the premium, for employees hired prior to July 1, 1992 who timely elect the  
15 above-referenced alternative plan, or 50% of the contribution the employer  
16 makes for an active employee on the same plan and participation level, rather  
17 than 50% of the premium, for employees on the plan set out in Addendum C.

18 The following employees elected this option and are eligible to participate in this  
19 benefit:

- 20 1. Bufton, Michael
- 21 2. Forbes, Royal
- 22 3. Hale, Robert
- 23 4. Kusel, Gary
- 24 5. Morley, Harold
- 25 6. Schaffer, Jr., Ralph
- 26 7. Scogin, David
- 27 8. Wooldridge, Lee

**ADDENDUM C**  
**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. and B., whichever applies):

A. \_\_\_ were legally married on (date) \_\_\_\_\_.

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;

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.

1 This affidavit terminates upon the death of the signing employee's spouse  
2 or domestic partner or by a change in circumstances attested to in this affidavit.  
3 The signing employee must notify the Employee Services Division within thirty  
4 (30) days after such death or change by filing a Statement of Termination of  
5 Marriage/Domestic Partnership. After filing of a Statement of Termination of  
6 Marriage/Domestic Partnership, the employee may not file a new Statement of  
7 Marriage/Domestic Partnership for the purpose of enrolling a new domestic  
8 partner for six (6) months from the date such statement was received by the  
9 Employee Services Division.

10 **NOTICE:** Signing this affidavit may or may not have legal  
11 implications affecting relations between domestic partners beyond the  
12 extension of medical or dental insurance coverage for which it is intended.  
13 If you desire further information concerning the possible legal  
14 consequences of signing this form, please consult an attorney.

15 I attest that the certification I have provided herein is true and correct to  
16 the best of my knowledge.

17  
18 Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
19  
20

21 Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
22

Human Resources Representative

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**ADDENDUM D**  
**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 of Domestic Partnership to enroll a new domestic partner until six (6) months following the receipt of this Statement by the Employee Services Division.

Employee's Signature : \_\_\_\_\_ Date: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources, Benefits Representative

**ADDENDUM E**  
**DRUG AND ALCOHOL POLICY**

**I. Drug Free Workplace Act**

Multnomah County, in keeping with the provisions of the federal Drug Free Workplace Act of 1988, is committed to establishing and maintaining a work place, which is free of alcohol and drugs and free of the effects of prohibited alcohol and drug use.

**II. Holders of Commercial Drivers Licenses**

While references to rules governing holders of Commercial Drivers Licenses (CDLs) are included below, they are not comprehensive. CDL holders are responsible for complying with all laws, work rules, or County procedures pertaining to them, in addition to the requirements of this addendum.

**III. Alcohol and Drug Policy Work Rules and Discipline**

**A. Conduct Warranting Discipline**

1. While on duty, or on County premises, or operating County vehicles employees shall obey the work rules listed in "Section B" below. As with all work rules, violations may result in discipline per the provisions of Article 17, Disciplinary Action.

2. Employees will not be subject to discipline for seeking treatment for alcohol or drug dependency. However, employees will be held fully accountable for their behavior. Seeking treatment will not mitigate discipline for rule violations or other unacceptable conduct caused by such dependency.

**B. Work Rules**

**1. Possession, consumption, and distribution of alcohol and drugs while on duty**

Employees shall:

- Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell alcohol or alcohol containers in or to the work place except when lawfully required as part of the job. An exception will be sealed alcohol containers for gift purposes; supervisors must be notified when

1 such containers are brought to the work place. The "work place" includes  
2 vehicles parked on County property.

3 • Not possess, consume, manufacture, distribute,  
4 cause to be brought, dispense, or sell illegal drugs or drug paraphernalia, in or to  
5 the work place except when lawfully required as part of the job.

6 • Not distribute, dispense or sell prescription  
7 medications except when lawfully required as part of the job.

8 • Not possess or consume prescription medications  
9 without a valid prescription.

10 **2. Possession, consumption, and distribution of alcohol**  
11 **and drugs while off duty on County premises**

12 Employees shall:

13 • Not use, possess, or distribute illegal drugs.

14 • Not use or distribute alcohol without authorization.

15 **3. Fitness for duty**

16 Employees shall:

17 • Not report for duty while "under the influence" of  
18 alcohol or drugs. An individual is considered to be "under the influence" of  
19 alcohol if a breathalyzer test indicates the presence of alcohol at or above the  
20 .04% level. An individual is considered to be "under the influence" of drugs when  
21 testing indicates the presence of controlled substances at or above the levels  
22 applying to CDL holders.

23 • Not render themselves unfit to fully perform work  
24 duties because of the use of alcohol or illegal drugs, or because of the abuse of  
25 prescription or non-prescription medications.

26 • Comply with legally mandated occupational  
27 requirements, whether or not they are specifically included in this policy. For  
28 example, by law holders of Commercial Drivers Licenses (CDL's) may not  
29 perform safety sensitive functions, such as driving, at or above the .02% level.

30 • Not be absent from work because of the use of  
31 alcohol or illegal drugs, or because of the abuse of prescription or non-



1 prescription medications, except when absent to participate in a bona fide  
2 assessment and rehabilitation program while on FMLA leave.

3 • Inform themselves of the effects of any prescription or  
4 non-prescription medications by obtaining information from health care providers,  
5 pharmacists, medication packages and brochures, or other authoritative sources  
6 in advance of performing work duties.

7 • Notify their supervisors in advance when their use of  
8 prescription or non-prescription medications may impair the employee's ability to  
9 perform the essential functions of their position that will result in a direct threat to  
10 others. Such employees include, but are not limited to, sworn officers, holders of  
11 a Commercial Driver's License, and those handling hazardous equipment or  
12 materials. Employees who drive a motor vehicle as part of their job, whether a  
13 County vehicle or their personal vehicle, should report when they are taking any  
14 medication that may impair their ability to drive.

15 **4. Cooperation with Policy Administration**

16 Employees shall:

17 • Not interfere with the administration of this Drug  
18 Policy. Examples include, but are not limited to, the following: tainting,  
19 tampering, or substitution of urine samples; falsifying information regarding the  
20 use of prescribed medications or controlled substances; or failure to cooperate  
21 with any tests outlined in this policy to determine the presence of drugs or  
22 alcohol.

23 • Provide within twenty four (24) hours of request a  
24 current valid prescription in the employee's name for any drug or medication  
25 which the employee alleges gave rise to reasonable suspicion of being under the  
26 influence of alcohol or drugs.

27 • Respond fully and accurately to inquiries from the  
28 County's Medical Review Officer (MRO); authorize MRO contact with treating  
29 health care providers upon request.

30 • Complete any assessments or treatment programs  
31 required under this Policy.

1                   •       Sign a waiver upon request authorizing treatment  
2 providers to disclose confidential information necessary to verify successful  
3 completion of any assessment or treatment program required under this Policy.

4                   •       Disclose promptly (upon the next working day) and  
5 fully to his/her supervisor:

6                               i.       All drug or alcohol-related arrests, citations,  
7 convictions, guilty pleas, no contest pleas or diversions which resulted from  
8 conduct which occurred while he or she was on duty, on County property, or in a  
9 County vehicle; or

10                              ii.       Any other violation of laws regulating use of  
11 alcohol and controlled substances which adversely affects an employee's ability  
12 to perform major job functions, specifically to include loss or limitation of driving  
13 privileges when the employee's job is identified as requiring a valid license.

14           **C.    Levels of Discipline**

15                   1.       The level of discipline imposed on non-probationary  
16 employees for violation of the Alcohol and Drug Policy Work Rules above or  
17 other violations resulting from the use of alcohol or drugs will be according to the  
18 provisions of Article 17, Disciplinary Action.

19                   2.       Employees will be held fully accountable for their behavior.  
20 Use of alcohol or drugs, or alcohol or drug dependency, will not mitigate the  
21 discipline imposed for rule violations, misconduct, or poor performance except as  
22 specifically provided in the section on last chance agreements below.

23                   3.       The Parties acknowledge that, all other things being equal,  
24 certain duties imply a higher standard of accountability for compliance with the  
25 requirements of this policy than others. These duties include, but are not limited  
26 to, the following:

- 27                               •       carrying firearms  
28                               •       work in the criminal justice system  
29                               •       responsibility for public safety or the safety of co-  
30 workers                               •       handling narcotics or other controlled  
31 substances

- handling hazardous equipment or materials
- influencing the behavior of minors
- holding a Commercial Drivers License

4. In instances in which the County determines that an employee's conduct warrants termination, and the employee is diagnosed as having a chemical dependency by a Substance Abuse Professional (SAP) as provided for in "Section D" below, the County may offer the employee continued employment under the terms of a last chance agreement, an example of which is included as an attachment to this addendum.

a. Any Last Chance Agreement will include but not be limited to the following:

i. the requirement that the employee enroll, participate in, and successfully complete a treatment program as recommended by the Substance Abuse Professional;

ii. the right for the County to administer any number of unannounced follow up drug or alcohol tests at any time during the work day for a period of two (2) years from completion of any required treatment or education program;

iii. the signatures of the employee's supervisor, the employee, and the employee's Union representative.

b. The offer of a Last Chance Agreement will not set precedent for the discipline of other employees in the future. Any discipline incorporated in a Last Chance Agreement may not be grieved under the provisions of Article 18, Grievance Procedure.

**D. Mandatory Assessment and Treatment**

1. Employees who are disciplined for conduct which is related to the use of alcohol or drugs may be required to undergo assessment and to complete a program of education and/or treatment prescribed by a Substance Abuse Professional selected by the County. Employees who test positive for alcohol or controlled substances will be required to undergo assessment at the earliest opportunity, regardless of whether disciplinary action has been taken.

2. The County will verify employees' attendance, and that the assessment and treatment have been completed. This verification and any other information concerning alcohol and drug dependency will be treated as confidential medical information per applicable state and federal law and County Administrative Procedures.

3. Policy on the use of leave for assessment and treatment will be the same as for any other illness.

**E. Return to Work Testing**

Employees who test positive for being "under the influence" of drugs may be required to test negative before returning to work. *(Note that Federal law requires CDL holders performing safety sensitive functions to undergo return to work testing after a positive alcohol or drug test.)*

**IV. Testing**

**A. Basis for Testing**

1. All employees may be tested:
  - a. based on reasonable suspicion of being "under the influence" of alcohol or prohibited drugs;
  - b. before returning to work after testing positive for being "under the influence" of alcohol or drugs;
  - c. as part of a program of unannounced follow-up testing provided for in a Last Chance Agreement.

2. An employee applying for a different County position will be subject to testing on the same basis, and using the same procedures and methods, as outside applicants.

3. Holders of Commercial Drivers Licenses shall be subject to the testing requirements of federal law, in addition to the requirements herein which apply to all employees. For example, unlike other employees, CDL holders will be subject to legally required random testing and testing following certain kinds of accidents.

**B. Establishing Reasonable Suspicion**

**1. Definition**

1                   a.     "Reasonable suspicion" is a set of objective and  
2 specific observations or facts which lead a supervisor to suspect that an  
3 employee is under the influence of drugs, controlled substances, or alcohol.  
4 Examples include, but are not limited to: slurred speech, alcohol on the breath,  
5 loss of balance or coordination, dilated or constricted pupils, apparent  
6 hallucinations, high absenteeism or a persistent pattern of unexplained  
7 absenteeism, erratic work performance, persistent poor judgment, difficulty  
8 concentrating, theft from office or from other persons, unexplained absences  
9 during office hours, or employee's admission of use of prohibited substances.

10                   b.     Lead workers who oversee day-to-day work activities are  
11 "supervisors" for the purposes of establishing reasonable suspicion and directing  
12 employees to be tested on that basis. This provision applies to lead workers who  
13 supervise or act as lead workers as part of their job description, (such as  
14 Corrections Records Supervisors and Maintenance Crew Leaders), as well as to  
15 those who receive premium pay under Addendum B, Lead Worker Assignment  
16 and Pay.

17                   2.     Supervisory training

18                   The County will provide training to all supervisors on  
19 establishing reasonable suspicion and the nature of alcohol and drug  
20 dependency. Supervisors who have not been trained will not have the authority  
21 to direct employees to be tested on the basis of reasonable suspicion of being  
22 under the influence.

23                   3.     Additional precautions

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

26                   a.     The supervisor shall articulate orally a summary of the  
27 specific facts which form the basis for believing that the employee is under the  
28 influence of drugs or alcohol; and

29                   b.     The supervisor shall provide upon request within forty  
30 eight (48) hours of the oral determination of "reasonable suspicion" a written  
31 specification of the grounds for reasonable suspicion; and

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

5           **C.     Testing Methodology**

6                   1.     Testing procedures for all employees will be governed by the  
7 same standards as apply to CDL drivers under federal law. These standards  
8 include, but are not limited to, those governing sample acquisition, the chain of  
9 custody, laboratory selection, testing methods and procedures, and verification of  
10 test results.

11                  2.     In accordance with CDL standards, the County will contract  
12 with a medical doctor trained in toxicology to act as an MRO (Medical Review  
13 Officer). He or she will review preliminary positive test results with employees  
14 and any relevant health care providers before the results are reported to the  
15 County. Based on his or her professional judgment, he or she may change the  
16 preliminary test result to negative. The County will not be able to distinguish a  
17 test result that is negative by MRO intervention from any other negative result.

18                  3.     In addition to compliance with federal guidelines, the  
19 following safeguards will also be applied:

20                       a.     Test results will be issued by the MRO or the testing  
21 laboratory only to the investigatory or supervisory personnel designated by the  
22 County. The results will be sent by certified mail or hand-delivered to the  
23 employee within three working days of receipt of results by the County.

24                       b.     If an employee disagrees with the results of the  
25 alcohol or drug test, the employee may request, in writing within five (5) days of  
26 receipt of test results, that the sample be re-tested at the employee's expense by  
27 the testing laboratory. The result of any such retest will be deemed final and  
28 binding and not subject to any further test. Failure to make a timely written  
29 request for a retest shall be deemed acceptance of the test results. If an  
30 employee requests a retest, any disciplinary action shall be stayed pending the  
31 results of the re-testing.

1 c. Test reports are medical records, and will be handled  
2 according to applicable state and federal law and County Administrative  
3 Procedures which insure the confidentiality of such records.

4 **V. Definitions**

5 **A. Alcohol:**

6 Ethyl alcohol and all beverages or liquids containing ethyl alcohol.  
7 Levels of alcohol present in the body will be measured using a breathalyzer test.

8 **B. Controlled Substance:**

9 All forms of narcotics, depressants, stimulants, analgesics,  
10 hallucinogens, and cannabis, as classified in Schedules I-V under the Federal  
11 Controlled Substances Act (21 USC § 811-812) as modified under ORS 475.035,  
12 whose sale, purchase, transfer, use, or possession is prohibited or restricted by  
13 law.

14 **C. County:**

15 Multnomah County, Oregon.

16 **D. Drug Paraphernalia:**

17 Drug paraphernalia means any and all equipment, products, and  
18 materials of any kind, as more particularly defined in ORS 475.525(2), which are  
19 or can be used in connection with the production, delivery, or use of a controlled  
20 substance as that term is defined by ORS 475.005.

21 **E. Drug Test:**

22 A laboratory analysis of a urine sample to determine the presence  
23 of certain prohibited drugs or their metabolites in the body.

24 **F. Drugs:**

25 Controlled substances, designer drugs (drug substances not  
26 approved for medical or other use by the U.S. Drug Enforcement Administration  
27 or the U.S. Food and Drug Administration), and/or over-the-counter preparations  
28 available without a prescription from a medical doctor that are capable of  
29 impairing an employee's mental or physical ability to safely, efficiently, and  
30 accurately perform work duties.

31 **G. Medical Review Officer (MRO):**

1 A medical doctor trained in toxicology who contracts with employers  
2 primarily to review positive preliminary drug test results with employees. The  
3 MRO determines whether or not the results are likely to have been caused by  
4 factors other than drug abuse.

5 H. **On Duty:**

6 The period of time during which an employee is engaged in  
7 activities which are compensable as work performed on behalf of the County, or  
8 the period of time before or after work when an employee is wearing a uniform,  
9 badge, or other insignia provided by the County, or operating a vehicle or  
10 equipment which identifies Multnomah County.

11 I. **Prescription Medication:**

12 A medication for which an employee is required by law to have a  
13 valid, current prescription.

14 J. **Reasonable Suspicion of Being Under the Influence of Drugs**  
15 **or Alcohol:**

16 See "Section IV. B. 1. a" above.

17 K. **Substance Abuse Professional (SAP):**

18 A licensed physician, or licensed or certified psychologist, social  
19 worker, employee assistance professional, or addiction counselor with  
20 knowledge of and clinical experience in the diagnosis and treatment of alcohol  
21 and controlled substance-related disorders.

22 L. **Under the Influence of Alcohol:**

23 See "Section III. B. 3" above.

24 M. **Under the Influence of Drugs:**

25 See "Section II. B. 2" above.



**LAST CHANCE AGREEMENT**

The following agreement is entered into between The Employer and The Employee. Failure on the part of the employee to meet the expectations below will result in the termination of his or her employment.

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. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing (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 I am 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.

1

2 5. I agree to return to work upon successful completion of the alcohol/drug  
3 rehabilitation program.

4

5 6. It is understood that this agreement constitutes a final warning.

6

7 7. I understand the Employee Assistance Program is available to me should  
8 personal problems arise in the future that may have an effect on my ability  
9 to remain in compliance with the Drug and Alcohol Policy and/or this  
10 agreement.

11

12 8. I realize that violation of the Drug and Alcohol Rules and/or policies at any  
13 time in the future is cause for termination.

14

15 9. I realize that my employment will be terminated if I fail to meet the  
16 expectations outlined in this Agreement and the letter attached.

17

18 Disciplinary Action

19 I understand that the disciplinary action imposed in the attached letter may not be  
20 grieved under the grievance procedure in the Local 88 contract.

21

22 Personal Commitment

23 I pledge and agree to abide by the terms of this agreement. I understand that a  
24 violation of or noncompliance with any of these terms will result in my being  
25 terminated. Further, I pledge to remain free of all illegal drugs and also not to  
26 abuse legal drugs (including alcohol). I hereby consent to the County's  
27 contacting any treatment or health care provider who may have information on  
28 my alcohol or drug dependency condition and/or compliance with the terms of  
29 this agreement and authorize the provider to furnish such information to the  
30 County.

31 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)

\_\_\_\_\_  
(Managerial. Employee With  
Disciplinary Authority)\*\* (Date)

\_\_\_\_\_  
(Labor Representative ) (Date)

\_\_\_\_\_  
(Employee's Immediate Supervisor\*\*\*)  
(Date)

\_\_\_\_\_  
(Multnomah County (Date)  
Labor Relations, if applicable\*)

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.

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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 04-156**

Approving the 2004-2007 Labor Agreement Between Multnomah County and the International Union of Operating Engineers Local 701 AFL-CIO

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

- a. The labor agreement between Multnomah County and the International Union of Operating Engineers Local 701 expired on June 30, 2004. Representatives of Multnomah County and Local 701 completed bargaining for a successor labor agreement effective July 1, 2004 - June 30, 2007.
- b. The successor labor agreement was negotiated pursuant to ORS 243.650-243.782.

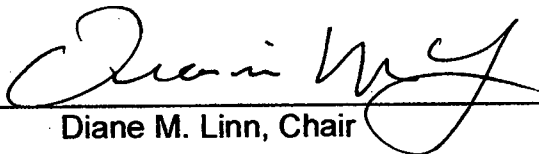
**The Multnomah County Board of Commissioners Resolves:**

1. The Labor Agreement between Multnomah County and the International Union of Operating Engineers Local 701 is approved with an effective date of July 1, 2004.

ADOPTED this 28th day of October, 2004.

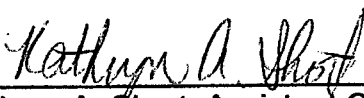


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Kathryn A. Short, Assistant County Attorney

IN WITNESS WHEREOF, the Parties hereto have set their hands this 28th day of October, 2004.

FOR THE UNION:

Mark Holiday, Business Manager  
Fin. Secy IUOE Local 701, AFL-CIO

MULTNOMAH COUNTY, OREGON  
BOARD OF COMMISSIONERS:

Diane M. Linn  
Diane M. Linn, Chair

Maria Rojo de Steffey  
Maria Rojo de Steffey,  
Commissioner, District 1

Serena Cruz  
Serena Cruz,  
Commissioner, District 2

Lisa Naito  
Lisa Naito,  
Commissioner, District 3

Lonnie Roberts  
Lonnie Roberts,  
Commissioner, District 4

REVIEWED:

Agnes Sowle, County Attorney  
For Multnomah County, Oregon

Kathryn A. Short  
By: Kathryn A. Short  
Assistant County Attorney

NEGOTIATED BY:

Jim Younger  
By: Jim Younger, HR Manager

SIGNATURE PAGE

## AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** October 28, 2004

**Agenda Item #:** R-5

**Est. Start Time:** 10:22 AM

**Date Submitted:** 10/19/04

---

**Requested Date:** October 28, 2004

**Time Requested:** 5 Minutes

**Department:** Business Services

**Division:** Human Resources

**Contact/s:** Jim Younger/Gail Parnell

**Phone:** 503-988-5135

**Ext.:** 28504

**I/O Address:** 503/4

**Presenters:** Jim Younger & Gail Parnell – County Representatives  
48 Representative

---

**Agenda Title:** Approval the 2004 – 2007 Labor Agreement between Multnomah County and the International Brotherhood of Electrical Workers Local 48 AFL-CIO

**NOTE:** If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

---

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Department of Human Resources recommends approval of the successor labor agreement for the Electricians, Electronic and Alarm Technicians employed by the County.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

The labor agreement between Multnomah County and Local 48 expired on June 30, 2004. Through a series of negotiations, agreement on new labor contract has been reached. The negotiated contract is a three year labor agreement that is set to expire on June 30, 2007. The agreement provides for the continuation

of wages, benefits and other working conditions. The following highlights the major changes to the contract:

- Wages and Classifications
  - 2.3% inflation adjustment retroactively applied for FY 2004
  - Annual automatic wage reopener for the term of the contract
- Health and Welfare
  - Incorporated the new Employee Benefits Board (EBB) language.
  - Incorporated Memorandum of Agreement as an addendum which allows 3% Voluntary Employee Beneficiary Association (VEBA) contribution.

**3. Explain the fiscal impact (current year and ongoing).**

The new Local 48 contract's inflation adjustment of 2.3% will increase personnel costs in FY 2005 by an estimated \$43,885 of which none are in the General Fund. All the costs are incurred in the Road, Bridge, Fleet and Facilities Funds. Each of these funds has set aside the amount needed to cover the cost of this contract.

Due to the large number of contracts that will be settled in FY 2004-2005, a single budget modification will be brought to the Board of County Commissioners to adjust department appropriations.

**NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.**

**If a budget modification, explain:**

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification?  
Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:**

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?

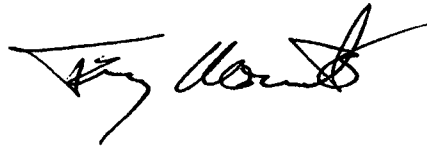
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved.  
None at this time.
5. Explain any citizen and/or other government participation that has or will take place.  
None at this time.

**Required Signatures:**



Department/Agency Director: \_\_\_\_\_

Date: 10/19/04

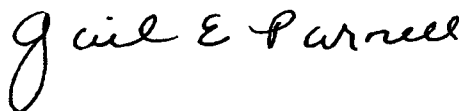
Budget Analyst



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

Date: 10/19/04

Dept/Countywide HR



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

Date: 10/19/04

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. \_\_\_\_\_

Approving the 2004-2007 Labor Agreement Between Multnomah County and the International Brotherhood of Electrical Workers Local 48, AFL-CIO

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

- a. The labor agreement between Multnomah County and the International Brotherhood of Electrical Workers Local 48 expired on June 30, 2004. Representatives of Multnomah County and Local 48 completed bargaining for a successor labor agreement effective July 1, 2004 - June 30, 2007.
- b. The successor labor agreement was negotiated pursuant to ORS 243.650-243.782.

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

1. The Labor Agreement between Multnomah County and the International Brotherhood of Electrical Workers Local 48 is approved with an effective date of July 1, 2004.

ADOPTED this 28th day of October, 2004.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Agnes Sowle, County Attorney

---

**2004-2007**

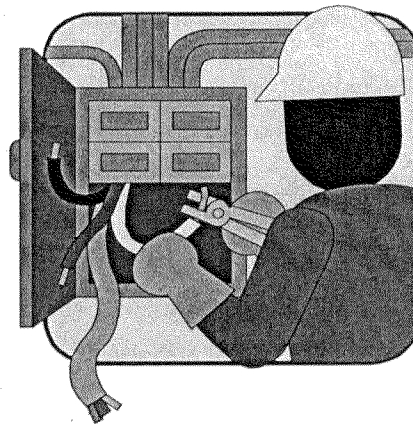
# **AGREEMENT**

**between**

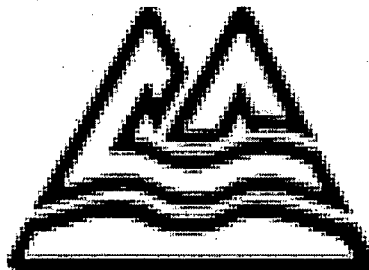
**Multnomah County, Oregon**

**and**

**International Brotherhood of Electrical Workers  
Local 48  
AFL-CIO**



**2004-2007  
AGREEMENT  
BETWEEN  
MULTNOMAH COUNTY, OREGON  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 48- AFL-CIO**



**LABOR RELATIONS SECTION  
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503-988-5135**

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**2004-2007 AGREEMENT**

**Between**

**MULTNOMAH COUNTY, OREGON**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**LOCAL 48, AFL-CIO**

**ARTICLE 1**

**PREAMBLE**

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and International Brotherhood of Electrical Workers, Local 48, AFL-CIO, hereinafter referred to as the Union.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment consistent with the County's objective of providing ever-improved services to the public of Multnomah County. The parties agree as follows:

**ARTICLE 2**  
**DEFINITIONS**

1. Cause. Misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, unfitness to render effective service, or failing to fulfill responsibilities as an employee.

2. 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 236.605 through 236.640.

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 County Executive or Employee Relations Director.

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.

3. 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.

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

1           5. Probationary Employee. A permanent employee serving a one (1) year  
2 period of trial service to determine his or her suitability for continued employment, such  
3 period to begin on the date of his or her appointment to a permanent position from a  
4 certified list of eligibles. During the period of probation, the employee may be dismissed  
5 without recourse to the grievance procedure if, in the opinion of the employee's  
6 supervisor, his or her continued service would not be in the best interest of the County.  
7 The length of an employee's probationary period may not be extended by a  
8 Memorandum of Agreement under the terms of Article 21, Entire Agreement, unless the  
9 employee was absent from work for a period of six (6) months or more previous to the  
10 extension. The length of probationary periods for employees hired prior to the effective  
11 date of this Agreement shall not be affected by the terms of this definition.

12           6. Promotional Probationary Employee: A regular employee serving a six (6)  
13 month period of trial service upon promotion to determine his or her suitability for  
14 continued employment in the classification to which he or she was promoted, such  
15 period to begin on the date of his or her appointment to a higher classification from a  
16 certified list of eligibles. During the period of promotional probation, the employee shall  
17 be returned to the classification and department from which he or she was promoted  
18 without recourse to the grievance procedure if, in the opinion of the employee's  
19 supervisor, his or her continued service in the classification to which he or she was  
20 promoted would not be in the best interest of the County. The length of promotional  
21 probationary period for employees promoted prior to the effective date of this  
22 Agreement shall not be affected by the terms of this definition.

23           7. Temporary Employee. Any nonpermanent employee who has worked less  
24 than 1044 hours in any twelve (12) consecutive months. Temporary employees shall be  
25 terminated upon completion of 1044 hours or shall be appointed to a position from a  
26 certified eligible list established by the Human Resources Unit of the Department of  
27 Business and Community Services.

28           When a temporary employee becomes a permanent employee, time spent in  
29 temporary status shall apply to the probationary period, provided that the job  
30 responsibility is substantially the same.

**ARTICLE 3**  
**RECOGNITION**

The County recognizes the Union as the sole and exclusive bargaining agent for all non-supervisory employee members of the bargaining unit for the purpose of establishing wages, hours, and other conditions of employment. The positions covered by this Agreement are listed in Addendum A attached hereto and made a part hereof.

Specifically excluded from the bargaining unit are temporary employees.

During a probationary period, employees shall be entitled to all contractual benefits excluding provisions relating to discipline or discharge.



**ARTICLE 4**  
**MANAGEMENT RIGHTS**

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

**ARTICLE 5**

**UNION SECURITY AND CHECK OFF**

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3  
4       1. The County agrees to furnish the Union, each month, a listing of all new  
5 employees covered by this Agreement hired during the month and of all employees who  
6 terminated during the month. Such listing shall contain the names of the employees,  
7 along with their job classifications, work locations, and home addresses.

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

10           a. 0.50 of the current monthly union membership dues of those union  
11 members who individually request such deductions in writing on the form attached  
12 hereto as Addendum B; or

13           b. 0.50 of the current monthly service fee, in lieu of dues, from any  
14 employee who is a member of the bargaining unit and who has not joined the Union  
15 within thirty (30) days of becoming an employee. This service fee shall be segregated  
16 by the Union and used on a pro rata basis solely to defray the cost of its services in  
17 negotiating and administering this contract.

18           c. The Union expressly agrees that it will safeguard the rights of  
19 non-association of employees, based upon bona fide religious tenets or teachings of a  
20 church or religious body of which such employee is a member. Such employee shall  
21 pay the in-lieu-of-dues payment to a non-religious charity mutually agreed upon by the  
22 employee making such payment and the Union, or in lieu thereof, the employee shall  
23 request that such in-lieu-of-dues payment be not deducted and shall make such  
24 payment to a charity as heretofore stated and shall furnish written proof to the Union  
25 and the County, when requested, that this has been done.

26           d. The Union expressly agrees that no funds derived from the  
27 in-lieu-of-dues payment shall be expended for political purposes by the Union.

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

1           The amounts to be deducted shall be certified to the County by the  
2 Financial Secretary of the Union, and the aggregate deductions of all employees  
3 shall be remitted, together with an itemized statement to the Treasurer of the Union by  
4 the first day of the succeeding month after such deductions are made.  
5

**ARTICLE 6**  
**NO STRIKE**

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or at any location where County services are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Union will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. 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 the employee is required to cross such picket line to attend to an emergency involving protection of life or property. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross a picket line when directed to perform work which does not properly fall within the scope and jurisdiction of this Local Union.

When work is not available or is limited other than in picketed locations, all employees shall report for assignment. Any work that is available shall be assigned to bargaining unit members on the basis of seniority. Employees who reported but are not assigned work shall be paid two (2) hours pay.

**ARTICLE 7**

**HOLIDAYS**

1. Holidays. The following shall be recognized and observed as paid holidays:

◆ Any day the President of the United States and/or the Governor declares a holiday for all employees employed in the public sector.

◆ New Year's Day (January 1<sup>st</sup>)

◆ Dr. Rev. Martin Luther King Jr.'s Birthday (3<sup>rd</sup> Monday in January)

◆ Washington's Birthday (3<sup>rd</sup> Monday in February)

◆ Memorial Day (last Monday in May)

◆ Independence Day (July 4<sup>th</sup>)

◆ Labor Day (1<sup>st</sup> Monday in September)

◆ Veterans' Day (November 11<sup>th</sup> or date of County observance)

◆ Thanksgiving Day (4<sup>th</sup> Thursday in November)

◆ Christmas Day (December 25<sup>th</sup>) or with the approval of the supervisor, this day may be traded for any other religious holiday during the fiscal year, provided the employee uses paid leave for, or works on December 25.

◆ Eight (8) hours to be used between Thanksgiving and New Year's or any religious holiday during the fiscal year provided the employee gives two (2) weeks notice and has the consent of the employee's supervisor. If the supervisor determines the holiday usage requested is impracticable, the employee shall be credited with eight (8) hours of Saved Holiday time.

2. Holiday Observance.

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

b. If the holiday falls on an employee's second or third day off, the following normally scheduled workday will be observed as that employee's holiday.

c. Shift workers shall observe weekend holidays on the days they occur.

3. Holiday Pay. Eligible 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

1 receive holiday pay equivalent to their FTE (full time equivalency). To be eligible for  
2 holiday pay, employees must be in pay status both on the day before and on the day  
3 after the observed holiday; part-time employees must be in pay status on the last  
4 scheduled day before and on the first scheduled day after the holiday.

5 4. Holiday During Leave. Should an employee be on authorized leave with pay  
6 when a holiday occurs, such holiday shall not be charged against such leave.

7 5. Holiday Work. Employees required to work on a recognized holiday will be  
8 compensated at one-and-one-half (1-1/2) times their regular rate of pay for the holiday  
9 worked, in addition to their regular holiday pay.

10 6. Saved Holidays. An employee required to work on a recognized holiday may  
11 elect to be compensated for such work by electing to convert the time and one-half pay  
12 Section 5 to an equal amount of Saved Holiday time. Saved Holiday time may be used  
13 at the discretion of the employee with the consent of his or her supervisor, and will be  
14 charged in accordance with Article 14, Section 8. Saved Holiday time not used by the  
15 end of the fiscal year in which it is accrued will be forfeited. Upon separation from  
16 service employees will be paid for unused Saved Holiday time at their regular rate of  
17 pay. In the event of an employee's death, his or her heirs will receive payment for  
18 unused Saved Holiday time at the employee's regular rate of pay.

19

**ARTICLE 8**  
**VACATION LEAVE**

1. Accrual. Each full-time employee is entitled and shall earn annual vacation leave credit from the first full pay period of employment. Vacation credits shall be earned in accordance with the following schedule:

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

2. Vacation Times. Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the County and the requirement for vacation relief, employees shall have the right to determine vacation times, but in any case vacation times shall be selected on the basis of seniority; however, each employee will be permitted to exercise his or her right of seniority only once per calendar year as provided herein. Use of seniority shall be confined to times during the same calendar year selected during the annual sign-up. The annual sign up may occur each January, beginning on the first work day and ending on the last workday of that month. Employees shall be permitted to express their first, second, and third preferences for vacation times during this sign-up, to ensure orderly selection of preferred vacation times in the event their higher preference times are taken by senior

1 employees. Seniority may not be used to obtain preferred vacation times after the  
2 January sign-up concludes. However, seniority may be used during the January sign-  
3 up to secure either a continuous vacation or a vacation plan consisting of two or more  
4 non-continuous weeklong segments. Sign-up shall be in weekly increments. After the  
5 January sign up period, vacation shall be permitted on a "first come, first served" basis.  
6 Used vacation shall be charged in accordance with the uniform time charging provisions  
7 of Article 14.

8 3. Termination or Death. After six (6) months of service, upon the termination of an  
9 employee for any reason, or in the event of the death of an employee, all accumulated  
10 vacation shall be paid either to the employee or his or her heirs, whichever the case  
11 may be.  
12



**ARTICLE 9**  
**SICK LEAVE**

1. Accrual. Employees shall accrue sick leave at the rate of .0461 hours for each hour worked, to be used in the event of their non-occupational illness or injury, or those listed below who require the employee's care:

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

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.

For leaves that qualifies under FMLA, employees will determine what order of paid leave is used.

2. Incentive Conversion. Full-time employees who have worked the twelve- (12) months preceding June 30 of any year, *(does not include FMLA/OFLA)* may at their option, convert accrued sick leave to saved holiday time to be taken in accordance with Article 7, Section 6 subject to the following schedule:

Hours of sick leave used in 24 pay periods preceding June 30 of any year _____	Allowable additional Saved <u>Holidays</u>
(1) None	3 days

- |   |                    |        |
|---|--------------------|--------|
| 1 | (2) 0.1 - 8 hours  | 2 days |
| 2 | (3) 8.1 - 16 hours | 1 day  |

3

4        3. Bereavement Leave. An employee shall be granted not more than three (3)  
5 days leave of absence with full pay in the event of death in the immediate family of the  
6 employee to make household adjustments or to attend funeral services. If such funeral  
7 is beyond 350 miles, the employee may be granted up to three (3) additional days with  
8 pay at the discretion of his or her supervisor for travel and personal considerations. For  
9 purposes of Bereavement Leave, an employee's immediate family shall be defined as  
10 spouse, parents, step-parents, children, step children, brother, sister, step brother,  
11 step sister, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law,  
12 brother-in-law, member of the employee's immediate household. For the purpose of  
13 this section, an employee is entitled to receive the same bereavement leave for his/her  
14 domestic partner, as designated in an Affidavit of Domestic Partnership submitted to  
15 Employee Benefits, and family as for a spouse. In relationships other than those set  
16 forth above, under exceptional circumstances, such leave of absence may be granted  
17 by the County Chair or his or her designee(s) upon request.

18        4. Reporting of Sick Leave. An employee who must be absent by reason of  
19 illness or injury shall make reasonable effort to notify his or her immediate supervisor at  
20 least one (1) hour before the beginning of his or her scheduled shift.

21        5. Disability Insurance. Any employee covered by this Agreement may  
22 participate in the short-term disability insurance program consistent with carrier  
23 contract(s), the monthly premium to be paid individually through payroll deduction.

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

28

**ARTICLE 10**  
**OTHER LEAVES**

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4       1. Leave of Absence. Consistent with the needs of the County, leaves of  
5 absence without pay for a limited period not to exceed thirty (30) days will be granted by  
6 an employee's appointing authority for any reasonable purpose, and such leaves may  
7 be renewed or extended for any reasonable period up to one (1) year.

8       Any employee who has been granted a leave of absence and who for any reason  
9 fails to return to work at the expiration of said leave of absence shall be considered as  
10 having resigned his or her position with the County, and his or her position shall  
11 thereupon be declared vacated, except and unless the employee, prior to the expiration  
12 of his or her leave of absence, has made application for and has been granted an  
13 extension of said leave or has furnished evidence that he or she is unable to return to  
14 work by reason of sickness or physical disability.

15       2. Jury Duty. Employees shall be granted leave with full pay in lieu of jury  
16 fees any time they are required to report for jury duty. Any payment received from the  
17 court as jury fees shall be returned to the County promptly upon receipt. If an employee  
18 is excused or dismissed prior to noon, he or she shall report for work.

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

21       4. Union Business. Employees elected to any Union office or selected by the  
22 Union to do work which takes them from their employment with the County shall, at the  
23 written request of the Union, be recommended in accordance with the leave provisions  
24 set forth in Multnomah County Code 9.03 or its successor for a leave of absence  
25 exceeding thirty (30) days. Members of the Union selected by the Union to participate  
26 in any other Union activity shall be granted a leave of absence at the request of the  
27 Union.

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

1 upon the request of the employee when necessary. At the request of management, the  
2 employee shall submit verification of course work taken.

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

5 Employees may also be granted leaves of absence with or without pay for  
6 educational purposes for reasonable lengths of time to attend conferences, seminars,  
7 briefing sessions, or other functions of a similar nature that are intended to improve or  
8 upgrade the individual's skill or professional ability, provided it does not interfere with  
9 the operation of the County.

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

18 7. Reimbursement. The County will reimburse an employee for the cost of  
19 tuition for any course of study, including state-required classes to maintain or upgrade  
20 licenses, taken on the employee's own time which, in the County's judgment, is related  
21 to the employee's position and will result in improved performance, subject to the  
22 County's budgetary limitations and priorities. Employees shall apply for approval of the  
23 request for reimbursement at least five (5) days prior to the proposed enrollment. If  
24 approved prior to enrollment, the County will make reimbursement within thirty (30) days  
25 after proof of satisfactory completion of the course. In addition, the County may  
26 advance the cost of tuition and incidental expenses if, in the county's judgment, such  
27 advance is consistent with County financial and operational needs and priorities, and  
28 the employee signs an agreement that if he or she does not satisfactorily complete the  
29 course, or if his or her County employment terminates before completion of the course,  
30 the County will have the right to deduct the amount of the advance from his or her pay  
31 or use other means to collect the amount of the advance.

1           8. Parental Leave. An employee's entitlement to parental leave shall be  
2 governed by FMLA and OFLA. The employee may use his or her accrued sick leave,  
3 vacation time, compensatory time, or saved holiday time as provided therein  
4

ARTICLE 11  
HEALTH AND WELFARE

I. Medical and Dental Insurance

A. Employee Benefits Board

By memorandum of agreement dated April 15, 2004 between the parties, the parties agreed to be covered and governed by the Employee Benefits Board Governance Structure proposal of December 18, 2003; which is as follows:

a. History

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

b. Membership

Voting Membership of the EBB shall consist of:

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

c. Membership Training

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

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

d. Membership

Three Members/fiscal year

Local 88, ONA, MCCOA, Deputy Sheriff (MCDSA), Non-represented.

Two Members/fiscal year

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

e. Membership Role

The role of the membership is to:

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

f. EBB Administrator and Benefits Administrator Role

The EBB Administrator and Benefits Administrator shall be non-voting members.

The role of the EBB Administrator is to:

- Facilitate the EBB, preside over meetings and propose and implement any changes;
- Provide a forum and opportunity for training and education of the EBB members;
- Ensure that the EBB adhere to legal mandates; and

- Provide data as requested by the EBB

The role of the Benefits Administrator is to:

- Ensure that the County's Health and Welfare Program is aligned with the County's mission and values;
- Serve as the Administrator for the County Health and Welfare Programs;
- Obtain, coordinate and direct the use of technical consultants and vendors;
- Ensure that the Health and Welfare Program adhere to legal mandates;
- Manage the Health Fund;
- Provide data as requested by the EBB
- Oversee other benefit programs which promote health and welfare benefits for County employees; and
- Track claims experience by bargaining units.

g. Legal Responsibilities

The Health Plan is subject to various legal mandates that protect the benefits of plan members. These legal mandates create a set of standards that apply to public entities concerning plan administration, management, or plan design and, in particular, communication of the benefit plans contents or changes. Only the Human Resources Division, Benefits Unit, will have actual legal authority to convey plan documents and benefits to plan members. Other information issued by EBB shall be for information purposes only and not binding upon the plan. Changes mandated by law shall be carried out by the EBB Administrator and Benefit Administrator and discussed with the EBB no later than the next scheduled EBB meeting.

h. Meeting Process

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

- 1) Members present,
- 2) Motions, proposals and their dispositions,



1 3) Results of all votes and the vote of each member by name and the organization that  
2 they are representing;

3 4) The substance of any discussion on any matter; and

4 5) A reference to any document discussed at the meeting.

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

7 i. Voting

8 A formal vote is required for plan changes and administration of the Employee  
9 Health and Benefit Programs. A formal vote is defined as a public vote where each vote  
10 must identify the member voting, and the vote must be announced. A formal vote to  
11 change or amend plans must consist of a positive vote from a majority of no less than 80%  
12 (9 of 11 or 8 of 10) of the voting membership. If a member cannot attend an alternate may  
13 cast a vote on their behalf or a proxy may be submitted prior to the meeting so that the  
14 EBB Administrator may read the vote at the meeting. In the alternative, if insufficient votes  
15 are cast due to the absences of voting members, missing votes may be recorded at the  
16 next meeting.

17 j. Proposals

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

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

1           k. Meetings per Calendar Year

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

6           l. Health Fund

7           The Health Fund will be funded by:

8       (1) Full-time employees: Monthly contributions paid by Departments for  
9 medical/dental/vision, shall be based on the cost-sharing formula set forth below, as  
10 applied to an initial composite rate of \$663.68 per eligible full time employee effective  
11 July 1, 2003.

12       (2) Part-time employees: Monthly contributions paid by Departments for  
13 medical/dental/vision shall be based on an initial composite rate of \$350.00 per eligible  
14 part-time employee effective July 1, 2004. Then in subsequent years the cost-sharing  
15 formula set forth below shall be applied.

16       (3) Cost savings realized from good experience and plan design changes shall remain in  
17 the Health Fund, and

18       (4) Refunds from vendors for performance guarantees or premium overpayments, etc.,  
19 shall remain in the Health Fund, and

20       (5) Interest on the Health Fund shall remain in the Health Fund including IBNR set aside.

21       (6) The health fund balance as of July 1, 2004, shall be equal to the ending balance  
22 reported in the EBB Financial Operations Report for Year Ending June 30, 2004. EBB  
23 Financial Operations reports for years ending June 30, 2004, June 30, 2005, and June  
24 30, 2006, shall be considered accepted by the EBB membership and the County unless  
25 a dispute is raised within 120 days of distribution. If contributions by the Departments  
26 and those of the EBB are less than the plan expenses for any benefit year, that shortfall  
27 will be restored to the Health Fund in a subsequent plan year and subject to the cost  
28 sharing agreement. If contributions in any plan year are more than the costs and

1 expenses, then those contributions will remain in the Health Fund and will be used to  
2 offset future costs.

3 (7) Distributions from the Health Fund shall be set to encompass all of the items referenced  
4 below. Any additional items are subject to approval by EBB. All of these costs shall be  
5 included in the Departments composite rate. The Health Fund expenses shall consist of  
6 the following cost items necessary to administer the Medical and Dental Health  
7 Insurance Plans: premiums, claims, Incurred But Not Reported claims (IBNR expenses  
8 shall be calculated annually according to generally accepted accounting standards),  
9 claim margin, stop-loss fees, Oregon Medical Insurance Pool fees, fees for services  
10 such as managed care providers for pharmaceuticals, health provider contracts, flexible  
11 spending account administrator fees, case management fees; third party administrators;  
12 professional services associated with benefits consulting, EBB expenses, Opt Out  
13 Reimbursements as specified in an EBB Memorandum of Understanding adopted  
14 December 19, 2002, and other miscellaneous costs such as printing and postage for  
15 communications to employees concerning County Health and Welfare Plans.

16 m. Eligible Employees

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

20 Full-time Employees: Employees who are regularly scheduled to work at least 32  
21 hours per week or if scheduled to work at least 30 hours on a 10 hour per day  
22 schedule. The Major Medical Option will reimburse participants at \$50 per month for  
23 the first year of the plan and then the reimbursement will be subject to a reduction  
24 based upon cost sharing in subsequent years. The Dental Plans will offer the same  
25 benefits as offered in plan year 2003, Kaiser and ODS, until the EBB changes them.  
26 There will be no waiting period for either dental plan option.

27 Part-time Employees: Employees who are regularly scheduled to work 20 to 31  
28 hours per week, will be offered Major Medical Coverage free of charge for them and  
29 their eligible family members. The employee may elect to purchase a different  
30 County provided medical plan option by paying the difference in cost from the Major

Medical Plan to their selected plan based upon the coverage level. Part-time employees are not eligible for the \$50 reimbursement for the Major Medical Plan. The Dental Plans will offer the same benefits as plan year 2003, Kaiser and ODS, until the EBB changes them. There will be no waiting period for either dental plan option. Part-time employees will pay one-half of the dental premiums.

Opt-out Reimbursement

Full-time and part-time employees may elect to opt-out of medical coverage upon proof of other coverage. Medical opt-out reimbursement for full-time employees is \$150 per month and \$75 per month for part-time employees. Opt-out reimbursements may be changed by the Employees' Benefits Board. There is no refund currently associated with dental opt-out.

n. Plan Document

The Plan Document shall set forth the dates, times, eligibility, default enrollment and administration of benefit coverage for the medical and dental plans. Other items that will be included are coverage dates for FMLA, leave of absences, COBRA, flexible spending accounts, and reinstatement provisions.

o. Retirees Health Fund/Benefits

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

p. Cost Sharing for Medical/Vision and Dental Plans

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

July 1, 2004 – Full-time Employees

- The County pays the July 1, 2003 plan year's County departmental contribution rate (prior to the buy-down), plus

- 1 • CPI-W\* of the July 1, 2003 County departmental contribution rate, plus
- 2 • 5% of the monthly Kaiser medical premium in February of 2004, plus
- 3 • 50% of any remaining increase.

4 July 1, 2004 – Part-time employees

- 5 • The County pays \$350.00.

6 July 1, 2005 – All employees

- 7 • The County pays the July 1, 2004 plan year's County departmental contribution rate
- 8 (prior to any buy-down), plus
- 9 • CPI-W\* of the July 1, 2004 County departmental contribution rate, plus
- 10 • 5% of the monthly Kaiser medical premium in February of 2005, plus
- 11 • 50% of any remaining increase.

12 July 1, 2006 – All employees

- 13 • The County pays the July 1, 2005 plan year's County departmental contribution rate
- 14 (prior to any buy-down), plus
- 15 • CPI-W\* of the July 1, 2005 County departmental contribution rate, plus
- 16 • 5% of the monthly Kaiser medical premium in February of 2006, plus
- 17 • 50% of any remaining increase.

18 If in any plan year the self-funded plan premium equivalents and Kaiser dental plan  
19 increases are less than CPI-W, and/or the Kaiser medical premium increase is less than  
20 CPI-W plus 5%, that portion of the County contribution will go toward building the Health  
21 Fund.

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

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

6 If any one plan option increases more than 25% for a plan year, the EBB will agree  
7 to either have the employees pay for the amount of the premium above the 25% or reduce  
8 the benefit plan to a level that would reflect no more than a 25% increase level. If no  
9 agreement can be reached, the County may agree to either pay for the additional premium  
10 or change the benefit plan to a level that would reflect no more than a 25% increase for that  
11 plan year.

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

15 q. LTD/STD

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

18 r. Summary of Governance and Long Term Resolutions

19 With this agreement, it is the intent of the parties to continue developing a  
20 cooperative labor-management forum for managing Multnomah County employees'  
21 health and welfare benefits. This forum will allow the EBB to effectively address the  
22 impact of technology, the escalation of costs, legal mandates, and the need for quality  
23 health care. If at such time in the future, the EBB is unable to meet its goals and  
24 objectives, thus not meeting the interests of the County or participating unions, the EBB  
25 may be dissolved by resolution or by withdrawal of members. It is the intent of the EBB  
26 to incorporate this agreement into each collective bargaining agreement of participating  
27 bargaining units, subject to the ratification of this agreement by each bargaining unit.  
28 Nothing in this Governance Agreement is intended to: waive or modify the rights of  
29 participating labor organizations to bargain collectively over health and welfare benefits

1 for their members, at the expiration of this agreement, or prevent withdrawal from this  
2 governance agreement, at the expiration of this agreement. Any labor organization that  
3 withdraws from this Governance Agreement, at the expiration of this agreement, shall  
4 lose its rights to participate in, or vote on, matters governed by the EBB.

5 In the event that there is a conflict between Section 1(A) above and/or any other  
6 section of this Article and governance structure of December 18, 2003, the governance  
7 structure language as accepted by the Union shall supersede

8 B. Part-time employees

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

14 C. Retirees

15 Provisions governing retiree participation in County medical and dental plans are  
16 in Addendum C.

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

18 1. "Opt-out" payment amounts

19 a. Full-time employees

20 Full-time employees may elect to "opt-out" of County  
21 medical/vision benefits coverage, per the provisions of Section 1.A.(m) of this article.  
22 Full-time employees who "opt out" of medical/vision benefits coverage may still receive  
23 dental benefits; a dental benefits "opt-out" payment is not available.

24 b. Part-time employees

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

30 2. Loss of non-County coverage

31 If an employee who has "opted out" of County coverage loses his or

1 her non-County coverage, he or she may enroll in the County plan within ninety (90)  
2 days of losing the non-County coverage based upon a qualifying event as prescribed by  
3 the Plan document can do so without waiting for the annual Open Enrollment period.  
4 County coverage will be effective the first day of the month following receipt of the  
5 enrollment form by Employee Benefits.

6 E. Default Enrollment

7 Full time Employees who fail to submit an enrollment form for "Opt-out" or  
8 for the medical/vision and dental benefits plans described in "Section I.A" above within  
9 31 days of hire or at other times as determined by the Employee Benefits Office will be  
10 enrolled in the County's Major Medical Plan and ODS dental plan by default. Default  
11 plans may be other than Major Medical Plan and ODS dental plan, if so authorized by  
12 the Employee Benefits Board process. Eligible dependents of such employees may be  
13 enrolled in the same plans if the employee submits application within 15 days of  
14 receiving notice of his or her default enrollment. Part-time employees shall be enrolled  
15 in the Major Medical Plan or its authorized successor.

16 F. Eligible Dependents

17 1. Spouses and domestic partners

18 a. Enrollment

19 Employees may enroll spouses and domestic partners in  
20 County medical and dental plans upon completion of the County's Affidavit of Marriage  
21 or Domestic Partnership and applicable enrollment forms. Enrollment times and other  
22 procedures for administration of the medical/vision and dental insurance plans shall be  
23 applied to employees with domestic partners in the same manner as to married  
24 employees to the extent allowed by the law. Spouses and domestic partners must be  
25 enrolled in the same plan as the employee.

26 b. Definitions

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

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

- 31 • Jointly shares the same permanent residence for at least six months



1 immediately preceding the date of signing an Affidavit of Marriage or Domestic  
2 Partnership; and intends to continue to do so indefinitely, or if registered with the  
3 Multnomah County partnership registry, the six month waiting period is waived; and

- 4 • Has a close personal relationship.

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

- 6 • Are not legally married to anyone;
- 7 • Are each eighteen years of age or older;
- 8 • Are not related to each other by blood in a degree of kinship closer than

9 would bar marriage in the State of Oregon;

- 10 • Were mentally competent to contract when the domestic partnership  
11 began;

- 12 • Are each other's sole domestic partner;

13 • Are jointly responsible for each other's common welfare including "basic  
14 living expenses" as defined in the Affidavit of Marriage or Domestic Partnership.

15 c. Termination of coverage

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

22 2. Children

23 a. Enrollment

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

27 b. Definition

28 "Eligible children" includes any unmarried biological or  
29 adoptive child under the age of 23 who is a dependent under the federal tax code and  
30 chiefly supported; or a court appointed ward; or anyone under the age of 23 for whom  
31 the employee is required by court order to provide coverage. "Eligible children" may

1 also include dependent children over the age of 23 who became permanently disabled  
2 prior to the age of 23, and the children of children who are currently enrolled.

3 c. Termination of coverage

4 Employees must remove from coverage a child who has  
5 become ineligible because he or she is 23 years old, or for any other reason within 90  
6 days of disqualification. Employees who fail to remove an ineligible child within 90 days  
7 of disqualification will be required to reimburse the County for any claims paid after the  
8 90 day window, or be taxed on the benefit, or both as determined by the Benefits  
9 Administrator guidelines and procedures.

10 G. When Benefits Coverage Begins and Ends

11 1. Coverage for new employees

12 a. Medical and Dental Benefits

13 The employee and eligible dependents will be covered by  
14 medical and dental benefits the first day of the month following hire, provided the  
15 employee has submitted an enrollment form to the Employee Benefits office prior to  
16 that date. Employees who submit a form after the first day of the month following hire,  
17 but within 31 days of hire, will be covered the first day of the month following receipt of  
18 the form by Employee Benefits Office. Employees who do not submit a form within 31  
19 days of hire will be covered the first day of the month following default enrollment.

20 2. Benefits coverage for terminating employees

21 a. Retirees

22 i. County-subsidized coverage

23 Benefits options for retirees are provided for in Article  
24 16, "Section IV".

25 ii. Unsubsidized benefits

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

28 b. Other terminating employees

29 i. County-subsidized coverage

30 If the employee's last regularly scheduled work day in  
31 pay status falls on or before the fifteen (15th) day of the calendar month in which the

1 employee's County employment terminates, medical/vision and dental benefits toward  
2 which the County has contributed will lapse at the end of that calendar month. If such  
3 work day in pay status falls after the fifteen (15th) of the calendar month in which the  
4 employee's County employment has terminated, coverage toward which the County has  
5 contributed will lapse at the end of the following calendar month. (Example: Employee  
6 A's last day is July 15. Employee A's coverage toward which the County has  
7 contributed will lapse July 31. Employee B's last day is July 16. Employee B's  
8 coverage toward which the County has contributed will lapse August 31.)

9 ii. Unsubsidized benefits

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

12 3. Employees on unpaid leaves of absence

13 a. Leaves of less than 30 days

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

16 b. FMLA/OFLA leaves

17 The County will contribute toward medical/vision insurance  
18 coverage during unpaid FMLA/OFLA leave as required by law. During unpaid FMLA,  
19 the County will contribute to the same benefit plan elected by the employee prior to the  
20 approved leave. During unpaid OFLA leave only, the County will not contribute toward  
21 medical/vision/dental insurance coverage. In addition, the County will continue the same  
22 plan and monthly contributions toward dental insurance coverage as long as legally  
23 required contributions toward medical/vision coverage continue. If the employee  
24 remains on unpaid leave for more than 30 days after FMLA/OFLA leave is exhausted,  
25 the leave will be treated as an unpaid leave of absence per "Subsection c.i" below,  
26 except that the last day of FMLA/OFLA leave will be deemed the employee's last day in  
27 pay status.

28 c. Non-FMLA/OFLA unpaid leaves

29 i. Lapsing of County-subsidized coverage

30 If the employee's last regularly scheduled work day in  
31 pay status falls on or before the fifteen (15th) day of the calendar month coverage

1 toward which the County has contributed will lapse at the end of that calendar month. If  
2 such work day in pay status falls after the fifteen (15th) of the calendar month, coverage  
3 toward which the County has contributed will lapse at the end of the following calendar  
4 month. (Example: Employee A goes on non-FMLA/OFLA unpaid leave effective July  
5 15. Employee A's coverage toward which the County has contributed will lapse July 31.  
6 Employee B goes on non-FMLA/OFLA unpaid leave July 16. Employee B's coverage  
7 toward which the County has contributed will lapse August 31.)

8 ii. Unsubsidized benefits

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

11 iii. Continuation of benefits upon return from a leave of  
12 absence without pay

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

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

23 II. Other Benefits

24 A. Flexible Spending Accounts

25 1. Medical expenses

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

31 2. Dependent care expenses

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

5 B. Life Insurance

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

11 C. Emergency Treatment

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

17 D. Disability Insurance

18 The County shall provide bargaining unit members with a group Long  
19 Term Disability insurance Policy with the same terms as apply to other Multnomah  
20 County union and management employee's under UNUM insurance Policy including a  
21 ninety (90 day waiting period).

22 E. VEBA

23 The County will contribute into a Voluntary Employee Beneficiary  
24 Association (VEBA) for each employee covered by this agreement in accordance with  
25 the provisions of Addendum E.

26 VEBA MOU is subject to annual review and adjustment July 1<sup>st</sup> of any  
27 year by mutual agreement of the parties.

28 III. Successor Insurance Plans

29 In the event that either party elects to terminate the Employee Governance  
30 Structure in accordance with the Governance Structure guidelines, or any of the above  
31 insurance plans are no longer provided by the County, the County, following

1 consultation with the EBB, agrees to provide to affected employees a substitute plan of  
2 the same service delivery type, if available, at substantially the same or a better benefit  
3 level. It is recognized that in accordance with Section 1.A. (Employee Benefits Board)  
4 of this article that insurance plans may be modified, plans added and plans eliminated  
5 during the term of this agreement.  
6

**ARTICLE 12**

**PENSIONS**

1  
2  
3  
4  
5       1. PERS/OPSRP. The County shall continue to participate in the Oregon Public  
6 Employees Retirement System (PERS) and the Oregon Public Service Retirement Plan  
7 (OPSRP) pursuant to ORS 238 and 238A and the Intergovernmental Integration  
8 Agreement between the County and PERS, dated January 22, 1982.

9       2. PERS/OPSRP "Pick-Up" and "Pick-Up" Under IRC Section 414(h)(2).

10       A. The County shall "pick-up" employee contribution to PERS or OPSRP, six  
11 percent (6%) as provided by ORS 238.205(5)(a) and ORS 238A.330. If for any reason  
12 the ORS 238.205(5)(a) or ORS 238A.330 "employer pick-up" is no longer legally  
13 available the County shall on the last payroll period of this Agreement increase  
14 employee wages by six percent (6%) and return to the limited "pick up" provided for  
15 prior to the resumption of PERS/OPSRP pick-up in 1999, including but not limited to the  
16 terms of compensation for non-PERS/OPSRP members. Pursuant to ORS 238.205(6)  
17 and ORS 238A335(1) and (2)(a), the parties agree and acknowledge that employee  
18 compensation was reduced in order to generate the funds needed to make these  
19 employee contributions to the employee accounts; the employer will file any required  
20 notices with the Public Employees Retirement Board.

21       B. OPSRP Employer Contribution. Pursuant to ORS 238A.340, the employer  
22 agrees to make employer contributions to the individual account program of its OPSRP  
23 members in an amount equal to 6% of salary.

24       3. Sick Leave in Application to Final Average Salary. In accordance with the terms  
25 of ORS 238.350 one-half of the value of accumulated sick leave with pay will be applied  
26 to final average salary for the purpose of pension benefit determination.

**ARTICLE 13**  
**WORKERS' COMPENSATION AND**  
**SUPPLEMENTAL BENEFITS**

1. All members of the bargaining unit will be provided full coverage as required by the Oregon Worker's 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 Worker's 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 Worker's 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 Union, employee, and County.

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

a. Supplemental benefits shall only be payable for those days compensable under Worker's Compensation Law as time loss on an approved claim.

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

c. To the extent not compensated by Worker's 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.

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



1 hundred and twenty (320) hours of the employee's regular working hours or for a period  
2 equal to the amount of accrued sick leave hours at the time of injury, whichever is  
3 greater. Such payments shall not be chargeable to accrued sick leave.

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

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

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

14 7. The County shall continue to provide medical and dental benefits for  
15 employee and dependent(s) from the first day of occupational disability subject to the  
16 limitations of the Health and Welfare Article, if any, for a period of one year.

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

20

**ARTICLE 14**  
**HOURS OF WORK**

**1. 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 meal period.

d. Employees (electronic and/or transportation employees only) on a 9/80 work schedule shall work eight (8) or (9) hours per day depending on whether they are on a four (4) or five (5) day work week. Employees on a 9/80 schedule work week shall be defined as seven (7) consecutive calendar days beginning at 12:00 p.m. on Monday and ending on the following Monday at 12:00 noon, or beginning at 12:00 p.m. on Friday and ending on the following Friday at 12:00 noon. This paragraph is subject to review and deletion by the Union one year from signing of the contract.

**2. Work Week.**

a. Regular. Except as provided herein, the regular workweek shall consist of consecutive days, Monday through Friday, of the same number of consecutive hours per day with consecutive days off. Employees hired on or after July 1, 1998 or Electronic Technician Assistants promoted on or after January 1, 1999 may be required by the County to work a regular work week that includes Saturday or Sunday but not both. Employees who wish to volunteer for such schedules or for a regular work week schedule including both Saturday and Sunday may do so and management may permit the employee to work such a schedule. Employees with four (4) days per week ten (10) hours per day work schedules shall have 3 consecutive days off, including Saturday and Sunday; however, if operational needs of the County dictate, the County may institute a limited number of 4-10 work schedules having Saturday and Sunday off. Qualified volunteers shall be solicited to take the 3<sup>rd</sup> day as a non-consecutive day off. If no volunteers accept the 3<sup>rd</sup> day, it shall be determined via seniority list with the least senior qualified person being assigned. In no case shall the workweek be for more than

forty (40) hours, excluding the meal period.

b. Continuous Operations. Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled work for twenty-four (24) hours a day, seven (7) days a week. The workweek for employees engaged in continuous operations shall consist of five (5) consecutive days, with two (2) designated days off.

3. Work Schedules.

Work schedules showing the employee's shift, work days, and hours shall be posted on all department bulletin boards at all times. All employees shall be scheduled to work on a regular work shift and each shift shall have regular starting and quitting times. Except for emergency situations and during the duration of the emergency, work schedules for any work shift shall not be changed unless the changes are posted for ten (10) workdays.

4. Reduced Work Week. In the event that the financial budget situation of the County requires a reduced workweek for employees covered by this Agreement, the parties agree to meet and discuss scheduling problems, which may arise. Such meeting shall be held prior to implementation of the reduced workweek.

5. Rest Periods. All employees' work schedules shall provide for a fifteen-(15) minute rest period during each one-half (1/2) shift. Rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever feasible. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on the next succeeding shift when it is anticipated the overtime is expected to extend a minimum of one and one-half (1-1/2) hours. In addition, they shall be granted the regular rest period that occurs during the shift.

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

7. Clean-Up Time. Employees occupying labor, trades, or craft positions shall be granted adequate personal clean-up time prior to the end of each work shift. The

1 County shall provide the required facilities for the employee's clean up. Neither party to  
2 this Agreement shall construe "clean-up time" to mean "quit-early time" or "leave-early  
3 time."

4 8. Uniform Time Charging Provisions

5 a. Rounding Rule. Time charged for all leaves and compensation for time  
6 worked under the terms of this Agreement shall be subject to rounding to the nearest  
7 quarter of an hour in accordance with the following rules:

8 (1) 0 - 7 minutes rounds to 0 hours

9 (2) 8 - 15 minutes rounds to 1/4 hour

10 b. Applications

11 (1) Lateness: An employee who is seven (7) minutes or less late  
12 shall be paid for a full shift. An employee who is eight (8) to fifteen (15) minutes late  
13 shall not be paid for one quarter (1/4) of an hour.

14 (2) Working Over: An employee who works over less than eight  
15 (8) minutes shall not be compensated. An employee who works eight (8) to fifteen (15)  
16 minutes over shall be compensated one quarter (1/4) of an hour at the appropriate rate  
17 of pay in accordance with Article 15, Wages.

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

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

24 9. Time between shifts. There shall be a minimum of eight (8) hours between  
25 regular scheduled shifts. Employees who have completed their regular shift and are  
26 required to work an additional continuous eight (8) hours shall be granted four (4) hours  
27 of rest with pay at the straight pay hourly rate. The rest pay provisions shall apply to the  
28 employee's first four hour of their next shift and only occurs when the next regular shift  
29 begins within twelve (12) hours of the end of the continuous work period.  
30

**ARTICLE 15**

**WAGES**

1. Wages and Classification Schedule

a) Wage Rates for FY 2004-2005. Effective July 1, 2004, employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Addendum A. Said schedule reflects an increase of two point three percent (2.3%) effective July 1, 2004.

b) Wage Rates for FY 2005-2006. Parties agree to reopen the contract no later than March 15, 2005 for the purpose of negotiating a July 1, 2005 wage adjustment. All other Articles and terms of the Agreement shall continue without interruption.

c) Wage Rates for FY 2006-2007. Parties agree to reopen the contract no later than March 15, 2006 for the purpose of negotiating a July 1, 2006 wage adjustment. All other Articles and terms of the Agreement shall continue without interruption.

d) New Classifications. When any position covered by this Agreement not listed on the wage schedule is established, the County may designate a job classification and pay rate for the position. In the event the Union does not agree that the classification and/or rate is proper, the Union shall have the right to submit the issue as a grievance at Step III of the Grievance Procedure.

e) Work In A Higher Classification. Whenever a supervisor instructs an employee to replace another employee in a higher classification and perform such work for more than one (1) shift, the employee shall be paid for all such work at the rate of pay assigned to the higher classified work in the appropriate step, according to the promotional policy, if any.

2. Pay Period. The salaries and wages of employees shall be paid semi-monthly on the last regular county business day of the last week of the pay period following the pay period in which the pay was earned. In the event the normal payday is a holiday, the preceding day shall be the payday.

1 3. Height Time Bonus Pay. When workers are performing work on a structure at or  
2 above the 90-foot level, where scaffolding or special safety devices are used, the wage  
3 rate for such work shall be double the straight time hourly rate.

4 When the aforementioned work is performed on an overtime basis or on a  
5 holiday, the rate of pay shall be triple the straight time hourly rate.  
6

7 4. Reporting Time. Any employee who is scheduled to report for work and who  
8 presents himself for work as scheduled, but where work is not available for him or her,  
9 shall be excused from duty and paid at his or her regular rate for a day's work  
10

11 5. Call-In Time. Any employee called to work outside his or her regular shift shall be  
12 paid for a minimum of four (4) hours at the rate of time and one-half (1.5) except that an  
13 employee called to work within two (2) hours of the commencement of his or her  
14 scheduled shift shall be paid at the rate of one and one-half (1.5) times the employee's  
15 regular straight time rate only for the period elapsed from the commencement of the  
16 call-out to the commencement of the shift. It is the understanding of the parties that the  
17 four-hour period for a Call-In commences with the acceptance of the call-in assignment  
18 and ends four (4) hours later. Employees will only be called out and remain working for  
19 bona fide urgent and immediate operational needs. Call-in time will not be used for  
20 assigning (stacking) routine work. The employer may also assign an employee who  
21 may be subject to call-out a County vehicle, which the employee shall use solely for  
22 performing County business and for commuting to and from work. The assignment of  
23 the vehicle shall be voluntary, except that it may be made mandatory in the event of an  
24 emergency or if the public health or safety may be in jeopardy. The vehicle assignment  
25 may be rescinded at the employer's discretion. If such assignment is made, the  
26 employee shall not be charged for such vehicle.  
27

28 6. Off Duty Work from Home Including Work Telephone Calls. Any employee who is  
29 required to perform work or called by the County at home or a location other than their  
30 job site for work related business during off-duty hours, and is not required to report to a  
31 work site, shall be compensated a minimum of one (1) hour pay or the length of the call

1 which ever is greater, plus any applicable shift differential, at the appropriate rate of pay.  
2 Multiple calls less than twenty (20) minutes between the end of the first and beginning  
3 of the second (or more) calls will be considered one (1) call. This provision does not  
4 apply to work scheduling or work site directions. The County shall provide required  
5 computers for employees who repair or maintain County automated systems from  
6 home.

7  
8 7. On-Call Duty

9 a) Voluntary. Facilities Management may use a voluntary on-call duty pool to  
10 provide a method of rotating access to emergency call-out generated overtime. All  
11 employees who volunteer shall be allowed to take their assigned County vehicles home.  
12 Employees whose residences are more than 25 miles from his/her permanent reporting  
13 place may not be eligible to volunteer for this pool. An employee in the pool shall be  
14 designated as the primary responders and shall take all Call Outs If call volume  
15 demands it, another employee from the pool may be called out. The designated primary  
16 responder who declines a call may be removed from the volunteer pool and shall lose  
17 the ability to take a County vehicle home. With permission of management, the  
18 employee may be reinstated to the volunteer pool. If called in to work, the volunteer  
19 employee must respond to the call and will be paid as described in Section 5. The  
20 assignment of On-Call status will be distributed equally among qualified employees who  
21 volunteer for the assignment. The division may terminate a Voluntary On-Call Duty pool  
22 by providing ten (10) days notice to the affected employees. Employees may withdraw  
23 from the voluntary pool with ten (10) days notice to management. Employees shall be  
24 paid one (1) hour of pay, at the regular straight time rate for each eight (8) hours of  
25 assigned on-call duty. Employees who are assigned on-call duty for less than eight (8)  
26 hours shall be paid on a pro-rated basis at full hour increments. On call duty time shall  
27 not be counted as time worked in the computation of overtime hours. An employee  
28 shall not be on call duty once he/she actually commences performing assigned duties  
29 and receives the appropriate rate of pay for time worked.

30 b) Transportation and Electronic Services management, during a bona fide  
31 emergency situation, may require employees to be on call for a specific period of time.

1 Employees shall be paid one (1) hour of pay at the regular straight time rate for each  
2 eight (8) hours of assigned on-call duty during such. bona fide emergency situation.  
3 Employees who are assigned on-call duty for less than eight (8) hours shall be paid on  
4 a pro-rated basis at full hour increments. On call duty time shall not be counted as time  
5 worked in the computation of overtime hours. An employee shall not be on call duty  
6 once he/she actually commences performing assigned duties and receives the  
7 appropriate rate of pay for time worked.

8 c) Employees in On-Call status must respond to the initial contact within one-  
9 half (1/2) hour. If the employee's presence at the work site is required, the employee  
10 must be able to report for work within one (1) hour of his or her response to the initial  
11 contact. Employees in On-Call status shall be available for call-in work assignments  
12 outside of his/her working hours, but not subject to restrictions which would prevent the  
13 employee from using the on-call effectively for the employee's own purposes. While in  
14 On-Call status, employees are required to remain fit for call-in during non-work time,  
15 keep their assigned telecommunications equipment in operation and comply with any  
16 call-in assignment. An employee in On-Call status will be assigned a specialized County  
17 vehicle that shall be used solely for performing County business and commuting to and  
18 from work.

19 d) Employees who are assigned a County vehicle under Section 7 (a) may  
20 be dispatched to their home by Management from their last work assignment. Such  
21 employees will be released from duty at their designated shift termination.

22 e) The final 15 minutes of the shift are designated as Clean-Up Time per  
23 Article 14,  
24

25 8. Overtime. Time and one-half (1-1/2) the employee's regular hourly rate of pay shall  
26 be paid for work under any of the following conditions, but compensation shall not be  
27 paid twice for the same hours.

28 a) When scheduled to work five (5) days a week:

29 (1) All authorized work performed in excess of eight (8) hours in any  
30 workday.  
31



(2) All authorized work performed in excess of forty (40) hours in any work week.

(3) All work performed on employee's sixth (6th) day shall be paid for at the rate of time and one-half (1-1/2) and the seventh (7<sup>th</sup>) day at double-time rate, provided the employee has worked such overtime on the sixth (6<sup>th</sup>) day as was offered to him or her for that day.

b. When scheduled to work four (4) days a week:

(1) All authorized work performed in excess of ten (10) hours in any work day.

(2) All authorized work performed in excess of forty (40) hours in any work week.

(3) All work performed on employee's fifth (5th) day shall be paid for at the rate of time and one-half (1-1/2) and the sixth (6th) and seventh (7th) days at the double-time rate, provided that the double-time rate shall be paid only when the employee has worked such overtime on the fifth (5th) day as was offered to him or her on that day. If an employee declines to work on the fifth (5th) day, the sixth (6th) day shall be paid at the rate of time and one-half (1-1/2) and the seventh (7th) day at the double-time rate.

(4) Overtime worked shall be calculated in accordance with the uniform time charging provisions of Article 14.

9. Compensatory time. Compensatory time may be accrued by agreement between the County and the employee with the following limitations. Specifically, in lieu of overtime pay, an employee may with supervisory approval elect to accrue compensatory time equivalent to the applicable overtime rate for each hour of overtime worked provided:

a. The maximum allowable accumulation of compensatory time off shall be eighty (80) hours.

1           b.     Accrued compensatory time off shall be used at the discretion of the  
2 employee with the supervisor's consent.

3           c.     In the event the employee terminates for any reason, accrued  
4 compensatory time shall be paid to the employee or his or her heirs.

5  
6     10. Distribution. Scheduled overtime work shall be distributed equally among qualified  
7 available employees. However, employees may volunteer for overtime work There shall  
8 be no discrimination against any employee who declines to work overtime. Overtime  
9 work shall be voluntary except in cases where the public health, safety, and welfare  
10 may be jeopardized.

11           A record of overtime hours worked by or offered to each employee shall be  
12 posted on the department bulletin board each month.

13     11. Mileage Pay. Each employee will be assigned a permanent reporting place.  
14 Permanent reporting places may be changed with 10 days written notice to the affected  
15 employee. Whenever an employee is required to work at any location other than their  
16 permanent place of reporting, they shall be paid at the IRS tax exempt reimbursement  
17 rate for the use of their personal transportation from their permanent reporting place to  
18 and from the temporary new location. All employees shall be allowed pay from the time  
19 of reporting to their permanent reporting place, and this shall end when they return to  
20 their permanent reporting place.

21     12. Parking. Whenever employees are required to use their private vehicle for work  
22 assignments, he or she will be reimbursed for the cost of parking pursuant to the County  
23 policy.

24     13. Shift Differential. In addition to the established wage rates, the County shall pay  
25 an hourly premium of seventy-five cents (\$.75) to employees for all hours worked on  
26 shifts beginning between the hours of 12 p.m. and 7:00 p.m. For all hours worked on  
27 shifts beginning between 7:00 p.m. and 6:00 a.m., the County shall pay an hourly  
28 premium of one dollar (\$1.00) to employees for each hour worked during that period.  
29 Relief shifts will be paid one dollar (\$1.00) per hour for all hours worked.

**ARTICLE 16**  
**DISCIPLINARY ACTION**

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5       1. Employees may be subject to disciplinary action by suspension, oral or written  
6 reprimand, demotion, reduction in pay, or dismissal; provided, however, that such action  
7 shall take effect only after the appointing authority gives written notice of the action and  
8 cause to the employee and mails such notice to the Union. This notice provision shall  
9 not apply to oral or written reprimands; provided, however, that a copy of any written  
10 reprimand must be mailed to the Union on the date of issuance.

11       2. Any permanent, non-probationary employee who is reduced in pay, demoted,  
12 suspended, or dismissed shall have the right to appeal the action through the Grievance  
13 Procedure. The standard of review of disciplinary actions appealed under this section  
14 shall be the "in good faith for cause" standard.

15       3. Personnel Files.

16           a. An employee or his or her representative, with written consent of the  
17 employee, may inspect that employee's personnel file. Upon written request, an  
18 employee or his or her authorized representative shall be given a copy of any materials  
19 in his or her personnel file.

20           b. Except as provided below, an employee may request and have  
21 removed from his or her personnel file any letter of reprimand more than two (2) years  
22 old.

23           c. A single letter imposing discipline more severe than a letter of  
24 reprimand which is more than five (5) years old will be removed from an employee's  
25 personnel file upon his or her request.

26           d. If there is more than one letter imposing discipline which is more  
27 severe than a letter of reprimand on file, none of the disciplinary letters may be removed  
28 until the most recent disciplinary letter is more than five (5) years old. At that time, it  
29 and all previous disciplinary letters will be removed from the employee's personnel file  
30 upon request. For purposes of this subsection, "letter" includes attachments.  
31

**ARTICLE 17**

**SETTLEMENT OF DISPUTES**

1  
2  
3           1.     Grievance Procedure. Any grievance or dispute which may arise  
4 between the parties involving the application, meaning, or interpretation of this  
5 Agreement shall be settled in the following manner:

6                 Step I: After first attempting to resolve the grievance informally,  
7 any employee or the Union may present in writing such grievance to the employee's  
8 section or division head through the immediate supervisor within ten (10) working days  
9 of the alleged contractual violation. If, at the time of the alleged violation, the employee  
10 or his or her representative is unaware of its occurrence, a grievance may be presented  
11 in writing within ten (10) working days of the time the employee first has knowledge or  
12 should have had knowledge of its occurrence. A grievance may not be initiated  
13 concerning an event after sixty (60) days have elapsed; however, in no way is this  
14 provision to be interpreted as affecting the pursuance of grievances which are of a  
15 continuing nature (i.e., the breach continues and is not a single isolated incident). The  
16 grievance notice shall include a statement of the grievance and relevant facts,  
17 applicable provisions of the contract, and remedies sought. The supervisor shall then  
18 attempt to adjust the matter and respond, in writing, to the employee or his or her  
19 representative within ten (10) working days.

20                 Step II: If the grievance has not been answered or resolved, it may  
21 be presented in writing by the employee or his or her representative to the department  
22 head within ten (10) working days after the response is due from the supervisor. The  
23 department head shall respond to the employee or his or her representative, in writing,  
24 within ten (10) working days.

25                 Step III: If the grievance has not been answered or resolved at  
26 Step II, it may be presented, in writing, by the grievant to the County Chair, or his or her  
27 designee(s), within ten (10) working days after the response of the department head is  
28 due. The County Chair, or his or her designee(s), shall respond in writing to the  
29 grievant within ten (10) working days.

30                 County Grievances: When the County has a grievance, it may be  
31 presented in writing to the Union through the County Chair or his or her representative.

1 The parties will each then promptly appoint two (2) persons to serve as a Board of  
2 Adjustment to consider the grievance of the County and resolve the dispute. If the  
3 Board of Adjustment is unable to resolve the dispute within ten (10) days of the  
4 notification to the Union, then the County may request arbitration under Step V of this  
5 Grievance Procedure by written notice to the other party. This procedure for County  
6 grievances is not exclusive, and the County expressly retains the right to alternately  
7 proceed with any other action, including court proceedings, it may deem in its discretion  
8 to be advisable or warranted.

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

12           Step V: Arbitration. After the grievance has been submitted to  
13 arbitration, the parties, or their representatives, shall jointly request the Oregon  
14 Mediation and Conciliation Service for a list of the names of seven (7) arbitrators. The  
15 parties shall select an arbitrator from the list by mutual agreement. If the parties are  
16 unable to agree on a method, the arbitrator will be chosen by the method of alternate  
17 striking of names; the order of striking to be determined by lot. One day shall be  
18 allowed for the striking of each name. The final name left on the list shall be the  
19 arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a  
20 permanent arbitrator or permanent list.

21           No less than five (5) days prior to the scheduled arbitration, the parties shall  
22 submit to the designated arbitrator a signed stipulation of the issue before the arbitrator.  
23 In the event the parties are unable to stipulate the issue in dispute, each party shall, not  
24 later than four (4) days prior to the scheduled arbitration, submit to the arbitrator and the  
25 other party a signed statement of the issue that party asserts is in dispute.

26           The arbitrator shall be requested to begin taking evidence and testimony within a  
27 reasonable period after submission of the request for arbitration taking into account the  
28 schedules of the parties' representatives and the arbitrator and witnesses; and he or  
29 she shall be requested to issue his or her decision within thirty (30) days after the  
30 conclusion of testimony and argument. The parties hereby vest the arbitrator with  
31 authority to compel the attendance of witnesses on behalf of either party by issuance of

1 a subpoena, the cost of which shall be borne by the party requesting the subpoena.

2 The arbitrator's decision shall be final and binding, but he or she shall have no  
3 power to alter, modify, amend, add to, or detract from the terms of the Contract. His or  
4 her decision shall be within the scope and terms of the Contract and in writing. Any  
5 decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior  
6 to the date the grievance was first filed with the supervisor, and it shall state the  
7 effective date of the award.

8 Expense for the arbitration shall be borne by the losing party. Each party shall  
9 be responsible for compensating its own representatives and witnesses. If either party  
10 desires a verbatim recording of the proceedings, it may cause such a record to be  
11 made, on the condition that it pays for the record and makes copies available without  
12 charge to the other party and the arbitrator.

13 Any time limits specified in the grievance procedure may be waived by mutual  
14 consent of the parties. A grievance may be terminated at any time upon receipt of a  
15 signed statement from the aggrieved party that the matter has been resolved.

16 2. Stewards and the Processing of Grievances.

17 a. Employees selected or elected by the Union as employee  
18 representatives shall be known as "stewards." The names of the stewards and the  
19 names of other Union representatives who may represent employees shall be certified  
20 in writing to the County by the Union. Stewards may investigate and process  
21 grievances during working hours without loss of pay. All efforts will be made to avoid  
22 disruptions and interruptions of work.

23 b. Departure from the established Grievance Procedure outlined in this  
24 article by any employee shall automatically nullify the Union's obligation to process the  
25 grievance.  
26

**ARTICLE 18**

**GENERAL PROVISIONS**

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2  
3  
4       1. No Discrimination. The provisions of this agreement shall be applied equally  
5 to all employees in the bargaining unit without discrimination as to age, marital status,  
6 race, color, sex, creed, religion, national origin, political affiliation, gender identity,  
7 source of income or familial status. It is further agreed that there will be no  
8 discrimination against the handicapped unless bona fide job related reasons exist. The  
9 Union shall share equally with the County the responsibility for applying the provisions  
10 of the Agreement.

11       All references to employees in this Agreement designate both sexes, and  
12 wherever the male gender is used it shall be construed to include male and female  
13 employees.

14       The County and the Union agree not to interfere with the rights of employees to  
15 become members or refrain from becoming members of the Union, and there shall be  
16 no discrimination, interference, restraint, or coercion by the County or Union or any  
17 County or Union representative against any employee because of Union membership or  
18 any employee activity in an official capacity on behalf of the Union, or for any other  
19 cause, provided such activity or other cause does not interfere with the effectiveness  
20 and efficiency of County operations in serving and carrying out its responsibility to the  
21 public.

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

27       3. Visits by Union Representatives. The County agrees that the Business  
28 Manager or his or her Assistant, accredited representatives of the International  
29 Brotherhood of Electrical Workers, Local 48, AFL-CIO, upon reasonable and proper  
30 introduction, shall have reasonable access to the premises of the County at any time  
31 during working hours to conduct Union business.

1       4. Changes in Existing Conditions. The County will solicit and be receptive to  
2 the input of the Union regarding changes in existing working conditions proposed by the  
3 County, and any such changes shall not be made for arbitrary or capricious reasons.

4       Any unresolved dispute as to the reasonableness of a change in existing working  
5 conditions shall be resolved through the grievance procedure.

6       Whenever any existing conditions are changed, they shall be posted prominently  
7 on all bulletin boards for a period of ten (10) consecutive work days prior to becoming  
8 effective.

9       5. Rules.

10       a. All future work rules shall be subject to discussion with the Union  
11 before becoming effective.

12       b. The County agrees to furnish each employee in the bargaining unit with  
13 a copy of the Collective Bargaining Agreement sixty (60) days after the signing of this  
14 Agreement.

15       c. The County agrees to furnish each employee in the bargaining unit with  
16 a copy of all changes to work rules thirty (30) days after they become effective.

17       d. The County shall provide new employees a copy of the Agreement and  
18 rules at time of hire.

19       e. Any dispute as to the reasonableness of any new rule, or any dispute  
20 involving discrimination in the application of new or existing rules may be resolved  
21 through the grievance procedure.

22       6. Tool Replacement. The County agrees to replace all tools required by the  
23 employer to be furnished by employees when such tools become damaged beyond  
24 usability or are lost or stolen while on the job. A "proof of loss by theft" statement must  
25 be signed by the employee prior to recovery for theft.

26       7. Uniforms and Protective Clothing. If an employee is required to wear uniform,  
27 protective clothing, or any type of protective device, in the performance of his or her  
28 duties, such uniform, protective clothing, or protective device shall be furnished by the  
29 County; the cost of maintaining the uniform or protective clothing or device, including  
30 initial tailoring, shall be paid by the County, in accordance with the current practice. The  
31 County will pay the cost of cleaning required protective clothing.



1        8. Seniority.

2            a. Seniority will be determined as follows:

3                (1) Total length of continuous service within the affected job  
4 classification within the affected department; if a tie occurs, then

5                (2) Total length of continuous service within the affected  
6 Department; if a tie occurs, then

7                (3) Total length of continuous service within the County; if a tie  
8 occurs, then

9                (4) Score on the last performance evaluation awarded under the  
10 system to be developed in accordance with MCC 9.03; if no system exists, then score  
11 on original entrance examination.

12               (5) Time spent in an abolished classification that has a current  
13 equivalent will count towards seniority in the equivalent classification

14            b. In computing seniority for permanent employees, the following factors  
15 will be taken into account:

16                (1) Part-time work within the same classification will be counted on  
17 a pro rated hourly basis.

18                (2) Time spent on authorized leave without pay that exceeds thirty  
19 (30) calendar days will not count.

20                (3) Time spent in a trainee capacity (e.g., PEP, WIN, CETA, or  
21 other state or federally funded programs) will not be included.

22                (4) Time spent in classification in previous government service will  
23 be included if the employee transferred in accordance with ORS 236.610 through  
24 236.650.

25                (5) Time spent on layoff will not count.

26            c. Seniority shall be forfeited by discharge for cause or voluntary  
27 termination.

28            d. On May 15 of each year, the County shall furnish to the Union  
29 sufficient copies of a seniority roster of all employees assigned to the classifications  
30 listed in Addendum A.

31            e. Employees may protest their seniority designation through the

1 grievance procedure outlined in this agreement.

2 9. Merger and Consolidation. Prior to any merger or consolidation of any  
3 Division, Bureau, or Department by the County with any other governmental agency, the  
4 County shall notify and consult with the Union if members of the bargaining unit would  
5 be affected directly by such merger or consolidation.

6 10. Reduction in Force. Layoffs will be in accordance with Multnomah County  
7 Code 9.03 or its successor and the Personnel Rules pertaining thereto.

8 11. Contract Work.

9 a. Unless mutually agreed, the County will not contract out or subcontract  
10 any work now performed by employees covered by this Agreement when such would  
11 result in loss of employment by any bargaining unit employee(s) and the County is  
12 unable to find suitable or comparable alternate employment for the employee(s).  
13 However, this provision shall not apply to contracting out or subcontracting work such  
14 was anticipated and considered as a part of and during budget procedures.

15 b. If during the budget procedure contracting or subcontracting is  
16 considered, the County agrees to meet with the Union to discuss the effect of such  
17 action prior to the discussion of such proposals by the budget committee.

18 c. The County further agrees to meet with the Union, at its request, to  
19 explore the alternative of work force reduction by attrition. The County also agrees that,  
20 to the extent practicable, transfers shall be made to open vacancies, and  
21 re-employment of employees affected by such action shall occur for as long as they are  
22 so qualified in accordance with established layoff guidelines. The Union agrees to  
23 assist the County in minimizing the impact on such affected employees.

24 12. Safety Rules. When Workers are employed on electrical work in  
25 manholes or in vaults, there shall be one or more journeymen electricians present at all  
26 times to assist the employee. Workers shall be provided with all approved safety  
27 devices. On or immediately adjacent to all energized circuits of four hundred forty (440)  
28 volts or more, two (2) or more journeymen electricians must work together, as a safety  
29 measure.

30 The County will furnish all safety devices necessary to comply with existing and  
31 future State and Federal safety requirements. No employee shall be disciplined for

1 refusal to violate the Safety Codes or the laws of the State of Oregon.

2 13. Supremacy of Contract. To the extent allowable by law, whenever a  
3 conflict arises between this agreement and Multnomah County Code 9.03 et seq. or its  
4 successor, this Agreement shall prevail.

5 14. Work Assignment Vacancies. Employees shall be granted at their  
6 request preference of assignment within their classification according to their respective  
7 seniority provided they are qualified to perform the duties of the assignment. Upon  
8 appointment to a new permanent work assignment, including transfers, the employee  
9 will serve a trial period of ninety (90) working days to demonstrate his or her ability to  
10 fulfill the requirements of the assignment. If the employee does not satisfactorily fulfill  
11 the requirements of the assignment, such employee will be returned to his or her  
12 previous work assignment. Such determination of satisfactory performance within the  
13 ninety (90) day trial period will be made by management.

14 15. Performance Evaluation Process

15 a. The County may implement and maintain performance evaluation  
16 processes involving members of the bargaining unit.

17 b. Employees will have the right to attach a response to any evaluations  
18 in their personnel files.

19 c. No evaluations or employee responses will be admissible in any  
20 disciplinary or arbitration hearing.

21 a. All performance evaluations shall be signed by the employee's supervisor,  
22 who shall bear ultimate responsibility for the content of the evaluation.

23 16. Bus Pass

24 A) Statement of Purpose:

25 For the purposes of encouraging employees to use mass transit as part of  
26 the County's ride reduction program under the Oregon Department of Environmental  
27 Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well as part of the  
28 County's commitment to limiting traffic congestion and promoting clean air, effective  
29 November 1, 2001, each employee shall be eligible to receive a bus pass entirely  
30 subsidized by the County for the employee's personal use.

## B) Scope of Subsidy

1. The County will provide a 100% subsidy for employee bus passes.

However, the County may require that the employee pay a percentage if the County's subsidy exceeds the IRS standard for a de minimis employee benefit.

It will be the employee's responsibility to obtain the necessary Photo ID from Tri-Met. Instructions for obtaining the photo ID will be available through Employee Benefits and will be included in new hire packets.

2. This program is offered only by Tri-Met. However C-Tran will honor the Tri-Met all zone pass.

### C) Procedural Requirements

The procedural requirements for obtaining the pass and verification that the pass has been used solely by the employee shall be the same as apply to exempt employees. Such requirements may change from time to time to ensure efficient and effective implementation of the program.

**ARTICLE 19**  
**STANDARDS**

The County may establish reasonable job performance standards, and may, from time to time, revise them. Such standards shall be individually stated to each affected employee, in order to assure advance comprehension and understanding of performance requirements. No employee shall be subject to disciplinary action for failure to meet standards of performance unless such employee has been fully advised of such expected performance standards in advance of the work period in question.

**ARTICLE 20**  
**SAVINGS CLAUSE AND FUNDING**

1  
2  
3  
4       1. Savings Clause. If any article, section, or portion thereof of this Agreement is  
5 held unlawful and unenforceable by any court of competent jurisdiction, or any  
6 administrative agency having jurisdiction over the subject matter, such decision shall  
7 apply only to the specific article, section, or portion thereof directly specified in the  
8 decision. Upon the issuance of any such decision, the parties agree immediately to  
9 negotiate a substitute, if possible, for the invalidated article, section, or portion thereof.  
10 All other portions of this Agreement, and the Agreement as a whole, shall continue  
11 without interruption for the term hereof.

12       2. Funding. The parties recognize that revenue needed to fund the wages and  
13 benefits provided by the Agreement must be approved annually by established budget  
14 procedures. All such wages and benefits are, therefore, contingent upon sources of  
15 revenue and annual budget approval. The County has no intention of cutting the wages  
16 and benefits specified in this Agreement because of budgetary limitations, but cannot  
17 and does not guarantee any level of employment in the bargaining unit covered by this  
18 Agreement. The County agrees to include in its annual budget request amounts  
19 sufficient to fund the wages and benefits provided by this Agreement, but makes no  
20 guarantee as to the passage of such budget request pursuant to established budget  
21 procedures. This Section 2 and County action hereunder shall not be subject to the  
22 Resolution of Disputes Procedures hereinbefore set out.  
23

**ARTICLE 21**  
**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 Union 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 the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement, nor shall the Union and the County Chair or his or her designee(s) for labor relations be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.

**ARTICLE 22**

**TERMINATION**

This Agreement shall be effective as of the 1st day of July 2004 and shall remain in full force and effect through the 30th day of June 2007, and shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing between January 1, 2007 and March 1, 2007 that it wishes to modify the agreement 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 \_\_\_\_\_, 2004.

FOR THE UNION:

\_\_\_\_\_  
Barry Mitchell, Business Manager  
IBEW Local 48, AFL-CIO

\_\_\_\_\_  
Joe Esmonde, Representative  
IBEW Local 48, AFL-CIO

NEGOTIATED BY:

\_\_\_\_\_  
By: Jim Younger, HR Manager

REVIEWED:

Agnes Sowle, County Attorney  
For Multnomah County, Oregon

\_\_\_\_\_  
By: Kathy Short  
Assistant Attorney

MULTNOMAH COUNTY, OREGON  
BOARD OF COMMISSIONERS:

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

\_\_\_\_\_  
Maria Rojo de Jteffey,  
Commissioner, District 1

\_\_\_\_\_  
Serena Cruz,  
Commissioner, District 2

\_\_\_\_\_  
Lisa Naito,  
Commissioner, District 3

\_\_\_\_\_  
Lonnie Roberts,  
Commissioner, District 4

**ADDENDUM A**  
**WAGES AND CLASSIFICATIONS**  
**ELECTRICAL WORKERS**

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Effective July 1, 2004

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CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
3061 ELECTRICIAN	25.96	26.76					
6143 ELECTRONIC TECHNICIAN	25.96	26.76					
6142 ELECTRONIC TECH. ASS.	17.95	18.49	19.05	19.61	20.22	20.84	21.45
6144 ELECTRONIC TECH. CHIEF	28.25	29.08					
6155 ALARM TECHNICIAN	23.57	24.28					

**ADDENDUM A-2**

**LEADWORKER**

1  
2  
3  
4  
5  
6       1. In a department where three (3) or more electricians are employed or work  
7 together without on-site supervision there will be a lead worker assigned. Assignment  
8 and selection of such lead worker shall be at the sole discretion of the County.

9       2. If an exempt employee is not available to perform such duties or if it is  
10 otherwise deemed by the County convenient to do so, the County may assign the  
11 functions of a licensed Supervising Electrician to employees assigned as Lead worker;  
12 PROVIDED, that such employees possess the required Supervising Electrician license.

13       3. Employees simultaneously assigned to perform duties as Lead worker and  
14 Supervising Electrician pursuant to section 2 above shall hereafter receive a differential  
15 for all hours worked in such simultaneous assignment equal to three percent (3%) of  
16 straight-time Electrician/Electronic Technician wages, in addition to the eight and six-  
17 tenths (8.6%) differential he or she would normally receive for serving as Lead worker.

18       4. If the County assigns an employee as Leadworker the lead rate shall apply to  
19 any leave with pay taken by such employee after such assignment is made but before it  
20 is terminated unless the employer announces a date certain or event (e.g. return of  
21 another leadworker from leave) on which such assignment will terminate.  
22

**ADDENDUM A-3**  
**BENCH WORK PREMIUM FOR**  
**ELECTRONIC TECHNICIAN ASSISTANT**

Subject to the limitations set forth herein, if the employer assigns an employee classified as an Electronic Technician Assistant to perform bench work and designates such assignment as eligible for premium pay, the employee shall be paid a premium equal to fifteen percent (15%) of his or her regular base hourly rate for the duration of the designated assignment. An assignment may only be designated for premium pay if, in the supervisor's judgment, the employee has the demonstrated skills and abilities to competently perform the assignment. This precludes such designation for on-the-job training given to aid in acquisition of such skills and abilities. For purposes of this Addendum A-3, "bench work" means journeyman level troubleshooting and repair of radios, sirens, Mobil Digital Terminals units, or Closed Circuit Television equipment at the component level on circuit boards.

**ADDENDUM B**

**MULTNOMAH COUNTY OREGON**

**Employee Organization Membership Dues**

**Payroll Deduction Authorization Plan**

I, \_\_\_\_\_, having voluntarily elected to become a member of  
(employee organization) \_\_\_\_\_, do hereby authorize  
Multnomah County as my employer to deduct from my accrued earnings the amount of  
\$\_\_\_\_\_ per month. 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**

**COMPOSITE VERSION OF MULTNOMAH COUNTY**

**EXEMPT EMPLOYEE RETIREE INSURANCE POLICY**

(EXHIBIT B OF ORDINANCE 534 AS AMENDED BY

ORDINANCES NOS. 629 & 670)

**Retiree Medical Insurance**

a. For purposes of this section, a "retiree" refers to a person who retired from the County on or after the effective date of this section and, at the time of retirement, occupied a position covered by the "Exempt" compensation plan. For purposes of this section, a "member" refers to an active employee(s) in a position covered by the "Exempt" compensation plan.

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

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

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

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

(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

1 retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier,  
2 if the retiree had:

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

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

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

9 (ii) The County shall pay one-half (1/2) of the monthly medical  
10 insurance premium on behalf of a retiree and his or her eligible dependents from the  
11 retiree's fifty-fifth (55th) birthday or date of retirement, whichever is later, until the  
12 retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier,  
13 if the employee had thirty (30) years of continuous service with employers who are  
14 members of the Oregon Public Employee Retirement System and twenty (20) or more  
15 years of continuous County service immediately preceding retirement.

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

18 g. Part-time service in a regular budgeted position shall be prorated  
19 for purposes of the service requirements under Subsection e of this section. (For  
20 example, twenty (20) hours per week for two (2) months would equal one (1) month  
21 toward the applicable service requirement.)

22 h. In addition to the other requirements of this section, continued  
23 medical plan participation or benefit of County contributions is conditioned on the  
24 retiree's continuous participation in the members' medical insurance plan from the time  
25 of retirement, and upon the retiree's timely payment of the applicable retiree portion  
26 (i.e., 50% or 100% as applicable) of the monthly premium. Failure to continuously  
27 participate or make timely and sufficient payment of the applicable retiree portion of the  
28 monthly premium shall terminate the retiree's rights under this section. Payments by  
29 retirees of their portion of the monthly premiums under this section shall be timely if the  
30 retiree has directed PERS to regularly deduct his or her portion of the monthly premium  
31 from his or her pension check and remit the proceeds to the County's collection agent,

1 or if it is received by the County's collection agent each month at least thirty (30) days  
2 prior to the month for which the resulting coverage will apply. The Employee Services  
3 Division shall inform the retiree at the time he or she signs up for continued medical  
4 insurance coverage of the identity and address of the County's collection agent and  
5 shall thereafter inform the retiree of any change in collection agent at least forty-five (45)  
6 days prior to the effective date of such change.

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

14 j. The parties 1998 – 2001 Agreement provided for an alternative Retiree  
15 Medical Insurance benefit as follows:

16 5. Retirees. Employees who retire from the County shall be eligible to participate in the  
17 County's retiree medical insurance program subject to the same terms, conditions, and  
18 limitations as applied to Exempt County employees at the time this Contract is  
19 executed, pursuant to Ordinance Nos. 629 and 670, set forth in Addendum C, attached  
20 hereto and by this reference incorporated herein. However, employees hired before  
21 July 1, 1992 who retire from the County with ten (10) or more years of continuous  
22 service may, in lieu of coverage under the terms of the foregoing retiree insurance  
23 provisions, elect an alternate retiree insurance benefit whereby the employer will pay  
24 100 percent of the premium for the employee and his or her eligible dependents from  
25 age sixty (60) or date of retirement, whichever is later, until the employee is eligible for  
26 Medicare. The election to participate in this alternative program must be made in  
27 writing, signed by the employee, and received by the Director of the County's Employee  
28 Services Division not later than June 30, 1999. An employee who elects the alternate  
29 program and who retires from the County early with ten (10) or more years continuous  
30 service may receive the employer-paid benefit beginning at age sixty (60) provided the  
31 employee continuously participates in the County's medical plan by timely payment of



1 the full premium due from the date of retirement until age sixty (60). After such  
2 employee reaches age sixty-five (65), he or she may continue to continuously  
3 participate in the County's medical plan by timely payment of the monthly premium.

4 If the union elects to require out of pocket medical contributions by payroll  
5 deduction pursuant to section 3 of this Article, the employer contribution toward eligible  
6 retirees' insurance shall be 100% of the contribution it makes for an active employee on  
7 the same plan and participation level, rather than 100% of the premium, for employees  
8 hired prior to July 1, 1992 who timely elect the above-referenced alternative plan, or  
9 50% of the contribution the employer makes for an active employee on the same plan  
10 and participation level, rather than 50% of the premium, for employees on the plan set  
11 out in Addendum C.

12 The following employees elected this option and are eligible to participate in this benefit:

- 13 1. Foltz, Michael
- 14 2. Herrick, Roger
- 15 3. How, Henry
- 16 4. Saltzman, Larry
- 17 5. Sepich, Anthony
- 18 6. Skinner, Larry
- 19

**ADDENDUM D**  
**DRUG AND ALCOHOL POLICY**

**I. Drug Free Workplace Act**

Multnomah County, in keeping with the provisions of the federal Drug Free Workplace Act of 1988, is committed to establishing and maintaining a work place, which is free of alcohol and drugs and free of the effects of prohibited alcohol and drug use.

**II. Holders of Commercial Drivers Licenses**

While references to rules governing holders of Commercial Drivers Licenses (CDLs) are included below, they are not comprehensive. CDL holders are responsible for complying with all laws, work rules, or County procedures pertaining to them, in addition to the requirements of this addendum.

**III. Alcohol and Drug Policy Work Rules and Discipline**

**A. Conduct Warranting Discipline**

1. While on duty, or on County premises, or operating County vehicles employees shall obey the work rules listed in "Section B" below. As with all work rules, violations may result in discipline per the provisions of Article 17, Disciplinary Action.

2. Employees will not be subject to discipline for seeking treatment for alcohol or drug dependency. However, employees will be held fully accountable for their behavior. Seeking treatment will not mitigate discipline for rule violations or other unacceptable conduct caused by such dependency.

**B. Work Rules**

**1. Possession, consumption, and distribution of alcohol and drugs while on duty**

Employees shall:

- Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell alcohol or alcohol containers in or to the work place except when lawfully required as part of the job. An exception will be sealed alcohol containers for gift purposes; supervisors must be notified when such containers are brought to the work place. The "work place" includes vehicles parked on County property.

1 • Not possess, consume, manufacture, distribute, cause to be  
2 brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the work place  
3 except when lawfully required as part of the job.

4 • Not distribute, dispense or sell prescription medications  
5 except when lawfully required as part of the job.

6 • Not possess or consume prescription medications without a  
7 valid prescription.

8 **2. Possession, consumption, and distribution of alcohol**  
9 **and drugs while off duty on County premises**

10 Employees shall:

11 • Not use, possess, or distribute illegal drugs.

12 • Not use or distribute alcohol without authorization.

13 **3. Fitness for duty**

14 Employees shall:

15 • Not report for duty while “under the influence” of alcohol or  
16 drugs. An individual is considered to be “under the influence” of alcohol if a  
17 breathalyzer test indicates the presence of alcohol at or above the .04% level. An  
18 individual is considered to be “under the influence” of drugs when testing indicates the  
19 presence of controlled substances at or above the levels applying to CDL holders.

20 • Not render themselves unfit to fully perform work duties  
21 because of the use of alcohol or illegal drugs, or because of the abuse of prescription or  
22 non-prescription medications.

23 • Comply with legally mandated occupational requirements,  
24 whether or not they are specifically included in this policy. For example, by law holders  
25 of Commercial Drivers Licenses (CDL's) may not perform safety sensitive functions,  
26 such as driving, at or above the .02% level.

27 • Not be absent from work because of the use of alcohol or  
28 illegal drugs, or because of the abuse of prescription or non-prescription medications,  
29 except when absent to participate in a bona fide assessment and rehabilitation program  
30 while on FMLA leave.

31 • Inform themselves of the effects of any prescription or non-

1 prescription medications by obtaining information from health care providers,  
2 pharmacists, medication packages and brochures, or other authoritative sources in  
3 advance of performing work duties.

4 • Notify their supervisors in advance when their use of  
5 prescription or non-prescription medications may impair the employee's ability to  
6 perform the essential functions of their position that will result in a direct threat to  
7 others. Such employees include, but are not limited to, sworn officers, holders of a  
8 Commercial Driver's License, and those handling hazardous equipment or materials.  
9 Employees who drive a motor vehicle as part of their job, whether a County vehicle or  
10 their personal vehicle, should report when they are taking any medication that may  
11 impair their ability to drive.

12 **4. Cooperation with Policy Administration**

13 Employees shall:

14 • Not interfere with the administration of this Drug Policy.  
15 Examples include, but are not limited to, the following: tainting, tampering, or  
16 substitution of urine samples; falsifying information regarding the use of prescribed  
17 medications or controlled substances; or failure to cooperate with any tests outlined in  
18 this policy to determine the presence of drugs or alcohol.

19 • Provide within twenty four (24) hours of request a current  
20 valid prescription in the employee's name for any drug or medication which the  
21 employee alleges gave rise to reasonable suspicion of being under the influence of  
22 alcohol or drugs.

23 • Respond fully and accurately to inquiries from the County's  
24 Medical Review Officer (MRO); authorize MRO contact with treating health care  
25 providers upon request.

26 • Complete any assessments or treatment programs required  
27 under this Policy.

28 • Sign a waiver upon request authorizing treatment providers  
29 to disclose confidential information necessary to verify successful completion of any  
30 assessment or treatment program required under this Policy.

31 • Disclose promptly (upon the next working day) and fully to

his/her supervisor:

i. All drug or alcohol-related arrests, citations, convictions, guilty pleas, no contest pleas or diversions which resulted from conduct which occurred while he or she was on duty, on County property, or in a County vehicle; or

ii. Any other violation of laws regulating use of alcohol and controlled substances which adversely affects an employee's ability to perform major job functions, specifically to include loss or limitation of driving privileges when the employee's job is identified as requiring a valid license.

**C. Levels of Discipline**

1. The level of discipline imposed on non-probationary employees for violation of the Alcohol and Drug Policy Work Rules above or other violations resulting from the use of alcohol or drugs will be according to the provisions of Article 17, Disciplinary Action.

2. Employees will be held fully accountable for their behavior. Use of alcohol or drugs, or alcohol or drug dependency, will not mitigate the discipline imposed for rule violations, misconduct, or poor performance except as specifically provided in the section on last chance agreements below.

3. The Parties acknowledge that, all other things being equal, certain duties imply a higher standard of accountability for compliance with the requirements of this policy than others. These duties include, but are not limited to, the following:

- carrying firearms
- work in the criminal justice system
- responsibility for public safety or the safety of co-workers
- handling narcotics or other controlled substances
- handling hazardous equipment or materials
- influencing the behavior of minors
- holding a Commercial Drivers License

4. In instances in which the County determines that an employee's conduct warrants termination, and the employee is diagnosed as having a chemical dependency by a Substance Abuse Professional (SAP) as provided for in "Section D"

below, the County may offer the employee continued employment under the terms of a last chance agreement, an example of which is included as an attachment to this addendum.

a. Any Last Chance Agreement will include but not be limited to the following:

i. the requirement that the employee enroll, participate in, and successfully complete a treatment program as recommended by the Substance Abuse Professional;

ii. the right for the County to administer any number of unannounced follow up drug or alcohol tests at any time during the work day for a period of two (2) years from completion of any required treatment or education program;

iii. the signatures of the employee's supervisor, the employee, and the employee's Union representative.

b. The offer of a Last Chance Agreement will not set precedent for the discipline of other employees in the future. Any discipline incorporated in a Last Chance Agreement may not be grieved under the provisions of Article 18, Grievance Procedure.

**D. Mandatory Assessment and Treatment**

1. Employees who are disciplined for conduct which is related to the use of alcohol or drugs may be required to undergo assessment and to complete a program of education and/or treatment prescribed by a Substance Abuse Professional selected by the County. Employees who test positive for alcohol or controlled substances will be required to undergo assessment at the earliest opportunity, regardless of whether disciplinary action has been taken.

2. The County will verify employees' attendance, and that the assessment and treatment have been completed. This verification and any other information concerning alcohol and drug dependency will be treated as confidential medical information per applicable state and federal law and County Administrative Procedures.

3. Policy on the use of leave for assessment and treatment will be the same as for any other illness.

1           **E.     Return to Work Testing**

2           Employees who test positive for being "under the influence" of drugs may  
3 be required to test negative before returning to work. *(Note that Federal law requires*  
4 *CDL holders performing safety sensitive functions to undergo return to work testing after*  
5 *a positive alcohol or drug test.)*

6     **IV.    Testing**

7           **A.     Basis for Testing**

8           1.     All employees may be tested:

9                 a.     based on reasonable suspicion of being "under the  
10 influence" of alcohol or prohibited drugs;

11                b.     before returning to work after testing positive for being  
12 "under the influence" of alcohol or drugs;

13                c.     as part of a program of unannounced follow-up testing  
14 provided for in a Last Chance Agreement.

15           2.     An employee applying for a different County position will be subject  
16 to testing on the same basis, and using the same procedures and methods, as outside  
17 applicants.

18           3.     Holders of Commercial Drivers Licenses shall be subject to the  
19 testing requirements of federal law, in addition to the requirements herein which apply to  
20 all employees. For example, unlike other employees, CDL holders will be subject to  
21 legally required random testing and testing following certain kinds of accidents.

22           **B.     Establishing Reasonable Suspicion**

23           1.     **Definition**

24                 a.     "Reasonable suspicion" is a set of objective and specific  
25 observations or facts which lead a supervisor to suspect that an employee is under the  
26 influence of drugs, controlled substances, or alcohol. Examples include, but are not  
27 limited to: slurred speech, alcohol on the breath, loss of balance or coordination, dilated  
28 or constricted pupils, apparent hallucinations, high absenteeism or a persistent pattern  
29 of unexplained absenteeism, erratic work performance, persistent poor judgment,  
30 difficulty concentrating, theft from office or from other persons, unexplained absences  
31 during office hours, or employee's admission of use of prohibited substances.

1           b.       Lead workers who oversee day-to-day work activities are "supervisors" for  
2 the purposes of establishing reasonable suspicion and directing employees to be tested  
3 on that basis. This provision applies to lead workers who supervise or act as lead  
4 workers as part of their job description, (such as Corrections Records Supervisors and  
5 Maintenance Crew Leaders), as well as to those who receive premium pay under  
6 Addendum B, Lead Worker Assignment and Pay.

7                   **2. Supervisory training**

8           The County will provide training to all supervisors on establishing  
9 reasonable suspicion and the nature of alcohol and drug dependency. Supervisors who  
10 have not been trained will not have the authority to direct employees to be tested on the  
11 basis of reasonable suspicion of being under the influence.

12                   **3. Additional precautions**

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

15                   a.       The supervisor shall articulate orally a summary of the  
16 specific facts which form the basis for believing that the employee is under the influence  
17 of drugs or alcohol; and

18                   b.       The supervisor shall provide upon request within forty eight  
19 (48) hours of the oral determination of "reasonable suspicion" a written specification of  
20 the grounds for reasonable suspicion; and

21                   c.       Except in field or shift circumstances which render contact  
22 difficult, no supervisor shall refer an employee for a drug or alcohol test based on  
23 "reasonable suspicion" unless the supervisor has consulted with another supervisor or  
24 managerial person regarding the grounds for the suspicion.

25                   **C. Testing Methodology**

26                   1.       Testing procedures for all employees will be governed by the same  
27 standards as apply to CDL drivers under federal law. These standards include, but are  
28 not limited to, those governing sample acquisition, the chain of custody, laboratory  
29 selection, testing methods and procedures, and verification of test results.

30                   2.       In accordance with CDL standards, the County will contract with a  
31 medical doctor trained in toxicology to act as an MRO (Medical Review Officer). He or



1 she will review preliminary positive test results with employees and any relevant health  
2 care providers before the results are reported to the County. Based on his or her  
3 professional judgment, he or she may change the preliminary test result to negative.  
4 The County will not be able to distinguish a test result that is negative by MRO  
5 intervention from any other negative result.

6 3. In addition to compliance with federal guidelines, the following  
7 safeguards will also be applied:

8 a. Test results will be issued by the MRO or the testing  
9 laboratory only to the investigatory or supervisory personnel designated by the County.  
10 The results will be sent by certified mail or hand-delivered to the employee within three  
11 working days of receipt of results by the County.

12 b. If an employee disagrees with the results of the alcohol or  
13 drug test, the employee may request, in writing within five (5) days of receipt of test  
14 results, that the sample be re-tested at the employee's expense by the testing  
15 laboratory. The result of any such retest will be deemed final and binding and not  
16 subject to any further test. Failure to make a timely written request for a retest shall be  
17 deemed acceptance of the test results. If an employee requests a retest, any  
18 disciplinary action shall be stayed pending the results of the re-testing.

19 c. Test reports are medical records, and will be handled  
20 according to applicable state and federal law and County Administrative Procedures  
21 which insure the confidentiality of such records.

22 **V. Definitions**

23 **A. Alcohol:**

24 Ethyl alcohol and all beverages or liquids containing ethyl alcohol. Levels  
25 of alcohol present in the body will be measured using a breathalyzer test.

26 **B. Controlled Substance:**

27 All forms of narcotics, depressants, stimulants, analgesics, hallucinogens,  
28 and cannabis, as classified in Schedules I-V under the Federal Controlled Substances  
29 Act (21 USC § 811-812) as modified under ORS 475.035, whose sale, purchase,  
30 transfer, use, or possession is prohibited or restricted by law.

31 **C. County:**

Multnomah County, Oregon.

**D. Drug Paraphernalia:**

Drug paraphernalia means any and all equipment, products, and materials of any kind, as more particularly defined in ORS 475.525(2), which are or can be used in connection with the production, delivery, or use of a controlled substance as that term is defined by ORS 475.005.

**E. Drug Test:**

A laboratory analysis of a urine sample to determine the presence of certain prohibited drugs or their metabolites in the body.

**F. Drugs:**

Controlled substances, designer drugs (drug substances not approved for medical or other use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration), and/or over-the-counter preparations available without a prescription from a medical doctor that are capable of impairing an employee's mental or physical ability to safely, efficiently, and accurately perform work duties.

**G. Medical Review Officer (MRO):**

A medical doctor trained in toxicology who contracts with employers primarily to review positive preliminary drug test results with employees. The MRO determines whether or not the results are likely to have been caused by factors other than drug abuse.

**H. On Duty:**

The period of time during which an employee is engaged in activities which are compensable as work performed on behalf of the County, or the period of time before or after work when an employee is wearing a uniform, badge, or other insignia provided by the County, or operating a vehicle or equipment which identifies Multnomah County.

**I. Prescription Medication:**

A medication for which an employee is required by law to have a valid, current prescription.

**J. Reasonable Suspicion of Being Under the Influence of Drugs or Alcohol:**

1 See "Section IV. B. 1. a" above.

2 **K. Substance Abuse Professional (SAP):**

3 A licensed physician, or licensed or certified psychologist, social worker,  
4 employee assistance professional, or addiction counselor with knowledge of and clinical  
5 experience in the diagnosis and treatment of alcohol and controlled substance-related  
6 disorders.

7 **L. Under the Influence of Alcohol:**

8 See "Section III. B. 3" above.

9 **M. Under the Influence of Drugs:**

10 See "Section II. B. 2" above.

11

**LAST CHANCE AGREEMENT**

The following agreement is entered into between The Employer and The Employee. Failure on the part of the employee to meet the expectations below will result in the termination of his or her employment.

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. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing (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 I am 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.

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 my employment will be terminated if I fail to meet the expectations outlined in this Agreement and the letter attached.

#### Disciplinary Action

I understand that the disciplinary action imposed in the attached letter may not be grieved under the grievance procedure in the Local 88 contract.

#### Personal Commitment

I pledge and agree to abide by the terms of this agreement. I understand that a violation of or noncompliance with any of these terms will result in my being terminated. Further, I pledge to remain free of all illegal drugs and also not to abuse legal drugs (including alcohol). I hereby consent to the County's contacting any treatment or health care provider who may have information on my alcohol or drug dependency condition and/or compliance with the terms of this agreement and authorize the provider to furnish such information to the County.

I understand the terms and conditions of this letter. I also understand that, except as expressly stated in this agreement, my terms and conditions of employment will be determined by the County's policies and rules, and that this agreement does not guarantee me employment for any set period of time. I have had sufficient time to study it away from the work place and to consult anyone I desire about it. I sign it free

of any duress or coercion. This letter will become part of my personnel file.

\_\_\_\_\_  
(Employee) (Date)

\_\_\_\_\_  
(Managerial Employee With (Date)  
Disciplinary Authority)\*\*

\_\_\_\_\_  
(Labor Representative ) (Date)

\_\_\_\_\_  
(Employee's Immediate Supervisor\*\*\*) (Date)

\_\_\_\_\_  
(Multnomah County (Date)  
Labor Relations, if applicable\*)

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 E**

**Voluntary Employee Beneficiary Association**

The County will contribute to a Voluntary Employee Beneficiary Association (VEBA) in accordance to the following provisions:

A. Wages: The County will contribute an amount equal to three percent (3%) of each Local 48 member's hourly rate (defined as 3% of base and overtime wages) toward VEBA. This conversion of wages to benefits will reduce the hourly wage by 3%. The conversion of 3% of wages to benefits is applied to the compensation calculation of base wages and overtime for each payroll period. The result is that the 3% will vary based upon numbers of hours worked and any increases in compensation to the hourly base wage, either as a step increase or subsequent COLA increase.

Example: 6/30/03 base wage \$20.00 with a 2.5% COLA effective 7/1/03 = \$20.50.

$\$20.50 \times 3\% \text{ VEBA} = \$19.88 \text{ base wage (rounded)}$

$\$20.50 \times 3\% \text{ VEBA} = \underline{\$00.62} \text{ VEBA contribution (rounded)}$

$\$20.50$

B. Vacation: The VEBA plan will also be funded by conversion of 100% of accrued vacation cash out upon voluntary termination of employment from Multnomah County. Voluntary termination is identified by the following:

**SAP TERMINATION CODES AND LEGEND**

01	Voluntary – OTHER EMPLOYMENT
02	Voluntary – PERMANENT DISABILITY
03	Voluntary – RETIREMENT (Regular or Disability)
04	Voluntary – FAMILY DEMANDS-STAYING HOME

05	Voluntary – INSUFFICIENT PAY
06	Voluntary – ISSUES WITH MANAGER
07	Voluntary – ISSUES WITH PEERS
08	Voluntary – JOB ABANDONMENT
09	Voluntary - DEATH
10	Voluntary - PERSONAL HEALTH
11	Voluntary – SCHOOL
12	Voluntary – TRANSPORTATION/COMMUTE
13	Voluntary – WORKING HOURS
14	Voluntary – OTHER VOLUNTARY RESIGNATION

Employee transfers which are the result of an intergovernmental agreement between the County and another public agency are not considered voluntary resignation for the purpose of this section.

C. Annual Review: The VEBA contribution process will remain in place for the term of the party's current agreement with extension of contributions subject to future agreements and can be subject annually to review by mutual agreement of both parties.

D. In the event IBEW Local 48 decides to terminate the VEBA agreement, then 3% (as of October 18, 2004) will revert back to the base wage calculation.



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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 04-157**

Approving the 2004-2007 Labor Agreement Between Multnomah County and the International Brotherhood of Electrical Workers Local 48, AFL-CIO

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

- a. The labor agreement between Multnomah County and the International Brotherhood of Electrical Workers Local 48 expired on June 30, 2004. Representatives of Multnomah County and Local 48 completed bargaining for a successor labor agreement effective July 1, 2004 - June 30, 2007.
- b. The successor labor agreement was negotiated pursuant to ORS 243.650-243.782.

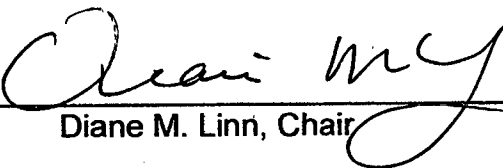
**The Multnomah County Board of Commissioners Resolves:**

1. The Labor Agreement between Multnomah County and the International Brotherhood of Electrical Workers Local 48 is approved with an effective date of July 1, 2004.

ADOPTED this 28th day of October, 2004.




BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Kathryn A. Short, Assistant County Attorney

IN WITNESS WHEREOF, the Parties hereto have set their hands this 28th day of October, 2004.

FOR THE UNION:

Barry Mitchell, Business Manager  
IBEW Local 48, AFL-CIO

Joe Esmonde, Representative  
IBEW Local 48, AFL-CIO

NEGOTIATED BY:

Jim Younger  
By: Jim Younger, HR Manager

REVIEWED:

Agnes Sowle, County Attorney  
For Multnomah County, Oregon

Kathryn A. Short  
By: Kathryn A. Short  
Assistant County Attorney

MULTNOMAH COUNTY, OREGON  
BOARD OF COMMISSIONERS:

Diane M. Linn  
Diane M. Linn, Chair

Maria Rojo de Steffey  
Maria Rojo de Steffey,  
Commissioner, District 1

Serena Cruz  
Serena Cruz,  
Commissioner, District 2

Lisa Naito  
Lisa Naito,  
Commissioner, District 3

Lonnie Roberts  
Lonnie Roberts,  
Commissioner, District 4

## AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** October 28, 2004

**Agenda Item #:** R-6

**Est. Start Time:** 10:24 AM

**Date Submitted:** 10/20/04

---

**Requested Date:** October 28, 2004

**Time Requested:** 5 Minutes

**Department:** Business Services

**Division:** Human Resources

**Contact/s:** Jim Younger/Gail Parnell

**Phone:** 503-988-5135

**Ext.:** 28504

**I/O Address:** 503/4

**Presenters:** Jim Younger & Gail Parnell – County Representatives  
Local 1094 Representative

---

**Agenda Title:** Approval the 2004 – 2007 Labor Agreement between Multnomah County and the International Union of Painters and Allied Trades District Council 5, Local Union 1094 AFL-CIO

**NOTE:** If Ordinance, Resolution, Order or Proclamation, provide exact title.  
For all other submissions, provide clearly written title.

---

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Department of Human Resources recommends approval of the successor labor agreement for the Sign Painters employed by the County.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

The labor agreement between Multnomah County and Local 1094 expired on June 30, 2004. Through a series of negotiations, agreement on new labor contract has been reached. The negotiated contract is a three year labor agreement that is set to expire on June 30, 2007. The agreement provides for



the continuation of wages, benefits and other working conditions. The following highlights the major changes to the contract:

- Wages and Classifications
  - 2.3% inflation adjustment retroactively applied for FY 2004
  - Annual automatic wage reopener for the term of the contract
- Health and Welfare
  - Incorporated the new Employee Benefits Board (EBB) language.

**3. Explain the fiscal impact (current year and ongoing).**

The new Local 1094 contract's inflation adjustment of 2.3% will increase personnel costs in FY 2005 by an estimated \$2,687 of which none are in the General Fund. All the costs are incurred in the Road Fund. This fund has set aside the amount needed to cover the cost of this contract.

Due to the large number of contracts that will be settled in FY 2004-2005, a single budget modification will be brought to the Board of County Commissioners to adjust department appropriations.

**NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.**

**If a budget modification, explain:**

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification?  
Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:**

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?

- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved.  
None at this time.
5. Explain any citizen and/or other government participation that has or will take place.  
None at this time.

**Required Signatures:**

Department/Agency Director: \_\_\_\_\_

Date: 10/20/04

Budget Analyst

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

Date: 10/20/04

Dept/Countywide HR

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

Date: 10/20/04

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. \_\_\_\_\_

Approving the 2004-2007 Labor Agreement Between Multnomah County and the International Union of Painters and Allied Trades District Council 5, Local Union 1094 AFL-CIO

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

- a. The labor agreement between Multnomah County and the International Union of Painters and Allied Trades District Council 5, Local 1094 AFL-CIO expired on June 30, 2004. Representatives of Multnomah County and Local 1094 completed bargaining for a successor labor agreement effective July 1, 2004 - June 30, 2007.
- b. The successor labor agreement was negotiated pursuant to ORS 243.650-243.782.

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

1. The Labor Agreement between Multnomah County and the International Union of Painters and Allied Trades District Council 5, Local 1094 is approved with an effective date of July 1, 2004.

ADOPTED this 28th day of October, 2004.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_

  
Agnes Sowle, County Attorney

---

**2004-2007**

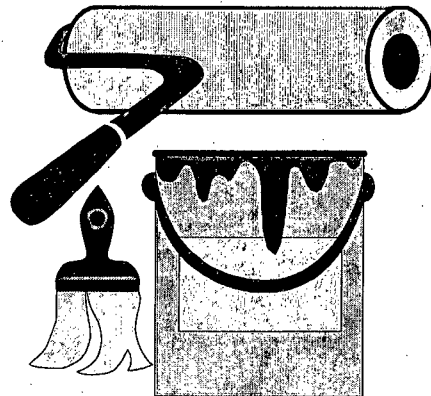
**AGREEMENT**

**between**

**Multnomah County, Oregon**

**and**

**International Union of  
Painters and Allied Trades  
District Council 5, AFL-CIO  
Local Union 1094**



**2004-2007  
AGREEMENT  
BETWEEN  
MULTNOMAH COUNTY, OREGON  
AND  
INTERNATIONAL UNION OF PAINTERS AND  
ALLIED TRADES,  
DISTRICT COUNCIL 5, AFL-CIO  
LOCAL UNION 1094**



**LABOR RELATIONS SECTION  
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503-988-5135**

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

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**A G R E E M E N T**  
**Between**  
**MULTNOMAH COUNTY, OREGON**  
**AND**  
**INTERNATONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES**  
**AND**  
**DISTRICT COUNCIL 5 OF OREGON, WASHINGTON AND IDAHO, AFL-CIO**

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**ARTICLE 1**

**PREAMBLE**

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and International Brotherhood of Painters and Allied Trades and District Council 5 of Oregon, Washington and Idaho, AFL-CIO, hereinafter referred to as the "Union."

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

The parties agree as follows:

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**ARTICLE 2**

**RECOGNITION**

The County recognizes the Union as the sole and exclusive bargaining agent for all non-supervisory employee members of the bargaining unit for the purpose of establishing salaries, wages, hours, and other conditions of employment. The classifications covered by this Agreement are listed in Addendum A attached hereto and made a part hereof.

## ARTICLE 3

## UNION SECURITY AND CHECK OFF

1. The County agrees to furnish the Union, each month, a listing of all new employees covered by this Agreement hired during the month and of all employees who terminated during the month. Such listing shall contain the names of the employees, along with their job classifications, work locations, and home addresses.

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

a. One-half (.5) of the current monthly Union membership dues of those Union members who individually request such deductions in writing on the form attached hereto as Addendum B; or

b. One-half (.5) of the current monthly service fee, in lieu of dues, or such lesser amount as determined by Subsection d. below, from any employee who is a member of the bargaining unit and who has not joined the Union within thirty (30) days of becoming an employee. This service fee shall be segregated by the Union and used on a pro rata basis solely to defray the cost of its services in negotiating and administering this contract.

c. The Union expressly agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay the in-lieu-of-dues payment to a non-religious charity mutually agreed upon by the employee making such payment and the Union, or in lieu thereof, the employee shall request that such in-lieu-of-dues payment be not deducted and shall make such payment to a charity as heretofore stated and shall furnish written proof to the Union and the County, when requested, that this has been done.

1           d.     The Union expressly agrees that no funds derived from the  
2 in-lieu-of-dues payment shall be expended for political purposes by the Union.

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

6                     The amounts to be deducted shall be certified to the County  
7 by the Financial Secretary of the Union, and the aggregate deductions of all  
8 employees shall be remitted, together with an itemized statement to the  
9 Treasurer of the Union by the first day of the succeeding month after such  
10 deductions are made.

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**ARTICLE 4**

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**MANAGEMENT RIGHTS**

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

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**ARTICLE 5**

**NO STRIKE**

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or at any location in the County where County services are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Union will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established in the County 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 shall be subject to immediate disciplinary action or discharge. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross the picket line when directed to perform work which does not properly fall within the scope and jurisdiction of this local Union.

**ARTICLE 6**

**HOLIDAYS**

1. Holidays. The following shall be recognized and observed as paid holidays:

- ♦ Any day the President of the United States and/or the Governor declares a holiday for all employees employed in the public sector.
- ♦ New Year's Day (January 1<sup>st</sup>)
- ♦ Dr. Rev. Martin Luther King Jr.'s Birthday (3<sup>rd</sup> Monday in January)
- ♦ Washington's Birthday (3<sup>rd</sup> Monday in February)
- ♦ Memorial Day (last Monday in May)
- ♦ Independence Day (July 4<sup>th</sup>)
- ♦ Labor Day (1<sup>st</sup> Monday in September)
- ♦ Veterans' Day (November 11<sup>th</sup> or date of County observance)
- ♦ Thanksgiving Day (4<sup>th</sup> Thursday in November)
- ♦ Christmas Day (December 25<sup>th</sup>) or with the approval of the supervisor, this day may be traded for any other religious holiday during the fiscal year, provided the employee uses paid leave for, or works on December 25.
- ♦ Eight (8) hours to be used between Thanksgiving and New Year's or any religious holiday during the fiscal year provided the employee gives two (2) weeks notice and has the consent of the employee's supervisor. If the supervisor determines the holiday usage requested is impracticable, the employee shall be credited with eight (8) hours of Saved Holiday time.

2. Holiday Observance.

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

b. If the holiday falls on an employee's second or third day off, the following normally scheduled workday will be observed as that employee's holiday.

c. Shift workers shall observe weekend holidays on the days they occur.



1           3. Holiday Pay. Eligible employees shall receive one (1) day's pay for each of  
2 the holidays listed above on which they perform no work. Part-time employees shall  
3 receive holiday pay equivalent to their FTE (full time equivalency). To be eligible for  
4 holiday pay, employees must be in pay status both on the day before and on the day  
5 after the observed holiday; part-time employees must be in pay status on the last  
6 scheduled day before and on the first scheduled day after the holiday.

7           4. Holiday During Leave. Should an employee be on authorized leave with pay  
8 when a holiday occurs, such holiday shall not be charged against such leave.

9           5. Holiday Work. Employees required to work on a recognized holiday will be  
10 compensated at one-and-one-half (1-1/2) times their regular rate of pay for the holiday  
11 worked, in addition to their regular holiday pay.

12          6. Saved Holidays. An employee required to work on a recognized holiday may  
13 elect to be compensated for such work by electing to convert the time and one-half pay  
14 Section 5 to an equal amount of Saved Holiday time. Saved Holiday time may be used  
15 at the discretion of the employee with the consent of his or her supervisor, and will be  
16 charged in accordance with Article 14, Section 8. Saved Holiday time not used by the  
17 end of the fiscal year in which it is accrued will be forfeited. Upon separation from  
18 service employees will be paid for unused Saved Holiday time at their regular rate of  
19 pay. In the event of an employee's death, his or her heirs will receive payment for  
20 unused Saved Holiday time at the employee's regular rate of pay.

21

**ARTICLE 7**

**VACATION LEAVE**

1. **Accrual.** Each full-time employee is entitled and shall earn annual vacation leave credit from the first full pay period of employment. Vacation credits shall be earned in accordance with the following schedule:

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

2. **Vacation Times.** Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the County and the requirement for vacation relief, employees shall have the right to determine vacation times, but in any case vacation times shall be selected on the basis of seniority; however, each employee will be permitted to exercise his or her right of seniority only once per calendar year as provided herein. Use of seniority shall be confined to times during the same calendar year selected during the annual sign-up. The annual sign up may occur each January, beginning on the first work day and ending on the last workday of that month. Employees shall be permitted to express their first, second, and

1 third preferences for vacation times during this sign-up, to ensure orderly selection of  
2 preferred vacation times in the event their higher preference times are taken by senior  
3 employees. Seniority may not be used to obtain preferred vacation times after the  
4 January sign-up concludes. However, seniority may be used during the January sign-  
5 up to secure either a continuous vacation or a vacation plan consisting of two or more  
6 non-continuous weeklong segments. Sign-up shall be in weekly increments. After the  
7 January sign up period, vacation shall be permitted on a "first come, first served" basis.  
8 Used vacation shall be charged in accordance with the uniform time charging provisions  
9 of Article 14.

10 3. Termination or Death. After six (6) months of service, upon the termination of an  
11 employee for any reason, or in the event of the death of an employee, all accumulated  
12 vacation shall be paid either to the employee or his or her heirs, whichever the case  
13 may be.  
14

**ARTICLE 8**

**SICK LEAVE**

1. Accrual. Employees shall accrue sick leave at the rate of .0461 hours for each hour worked, to be used in the event of their non-occupational illness or injury, or those listed below who require the employee's care:

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

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.

For leaves that qualifies under FMLA, employees will determine what order of paid leave is used.

2. Incentive Conversion. Full-time employees who have worked the twelve- (12) months preceding June 30 of any year, (*does not include FMLA/OFLA*) may at their option, convert accrued sick leave to saved holiday time to be taken in accordance with Article 7, Section 6 subject to the following schedule:

Hours of sick leave used in 24 pay periods preceding June 30 <u>of any year</u>	Allowable additional Saved <u>Holidays</u>
(1) None	3 days

- |   |                    |        |
|---|--------------------|--------|
| 1 | (2) 0.1 - 8 hours  | 2 days |
| 2 | (3) 8.1 - 16 hours | 1 day  |

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4       3. Bereavement Leave. An employee shall be granted not more than three (3)  
5 days leave of absence with full pay in the event of death in the immediate family of the  
6 employee to make household adjustments or to attend funeral services. If such funeral  
7 is beyond 350 miles, the employee may be granted up to three (3) additional days with  
8 pay at the discretion of his or her supervisor for travel and personal considerations. For  
9 purposes of Bereavement Leave, an employee's immediate family shall be defined as  
10 spouse, parents, step-parents, children, step children, brother, sister, step brother,  
11 step sister, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law,  
12 brother-in-law, member of the employee's immediate household. For the purpose of  
13 this section, an employee is entitled to receive the same bereavement leave for his/her  
14 domestic partner, as designated in an Affidavit of Domestic Partnership submitted to  
15 Employee Benefits, and family as for a spouse. In relationships other than those set  
16 forth above, under exceptional circumstances, such leave of absence may be granted  
17 by the County Chair or his or her designee(s) upon request.

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19       4. Reporting of Sick Leave. An employee who must be absent by reason of  
20 illness or injury shall make reasonable effort to notify his or her immediate supervisor at  
21 least one (1) hour before the beginning of his or her scheduled shift.

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23       5. Disability Insurance. Any employee covered by this Agreement may  
24 participate in the short-term disability insurance program consistent with carrier  
25 contract(s), the monthly premium to be paid individually through payroll deduction.

26  
27       6. Long term disability All bargaining unit employees will be covered by a  
28 County-paid group long term disability insurance policy, the provisions of which will be  
29 the same as those in the UNUM group policy available to Multnomah County  
30 employees.

1                                    **ARTICLE 9**

2                                    **OTHER LEAVES**

3  
4            1.    **Leave of Absence.**

5                    Consistent with the needs of the County, leaves of absence without pay  
6 for a limited period not to exceed thirty (30) days will be granted by an employee's  
7 appointing authority for any reasonable purpose, and such leaves may be renewed or  
8 extended for any reasonable period up to one (1) year.

9                    Any employee who has been granted a leave of absence and who for any  
10 reason fails to return to work at the expiration of said leave of absence shall be  
11 considered as having resigned his or her position with the County, and his or her  
12 position shall thereupon be declared vacated, except and unless the employee prior to  
13 the expiration of his or her leave of absence has made application for and has been  
14 granted an extension of said leave or has furnished evidence that he or she is unable to  
15 return to work by reason of sickness or physical disability.

16            2.    **Jury Duty.**

17                    Employees shall be granted leave with full pay in lieu of jury fees any time  
18 they are required to report for jury duty. If an employee is excused or dismissed  
19 prior to end of the normal work shift, he shall report back to work if practicable.  
20 Procedures for reporting back to work shall be as specified by the division head.

21            3.    **Voting Time.**

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

24            4.    **Union Business.**

25                    Employees elected to any Union office or selected by the Union to do work  
26 which takes them from their employment with the County shall, at the written request of  
27 the Union, be recommended in accordance with the leave provisions set forth in  
28 Multnomah County Code 3.10.260 or its successor for a leave of absence exceeding  
29 thirty (30) days. Members of the Union selected by the Union to participate in any other  
30 Union activity shall be granted a leave of absence at the request of the Union.

1           5.     Educational Leave.

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

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

9           Employees may also be granted leaves of absence with or without pay for  
10 educational purposes for reasonable lengths of time to attend conferences, seminars,  
11 briefing sessions, or other functions of a similar nature that are intended to improve or  
12 upgrade the individual's skill or professional ability, provided it does not interfere with  
13 the operation of the County.

14          6.     Military Leave.

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

23          7.     Parental Leave. An employee's entitlement to parental leave shall be  
24 governed by FMLA and OFLA. The employee may use his or her accrued sick leave,  
25 vacation time, compensatory time, or saved holiday time as provided therein.

**ARTICLE 10**

**HEALTH & WELFARE**

I. **Medical and Dental Insurance**

A. **Employee Benefits Board**

By memorandum of agreement dated April 15, 2004 between the parties, the parties agreed to be covered and governed by the Employee Benefits Board Governance Structure proposal of December 18, 2003; which is as follows:

**History**

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

**Membership**

Voting Membership of the EBB shall consist of:

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

**Membership Training**

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



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

Three Members/fiscal year

Local 88, ONA, MCCOA, Deputy Sheriff (MCDSA), Non-represented.

Two Members/fiscal year

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

Membership Role

The role of the membership is to:

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

EBB Administrator and Benefits Administrator Role

The EBB Administrator and Benefits Administrator shall be non-voting members.

The role of the EBB Administrator is to:

- Facilitate the EBB, preside over meetings and propose and implement any changes;
- Provide a forum and opportunity for training and education of the EBB members;
- Ensure that the EBB adhere to legal mandates; and
- Provide data as requested by the EBB

The role of the Benefits Administrator is to:

- 1 • Ensure that the County's Health and Welfare Program is aligned with the County's
- 2 mission and values;
- 3 • Serve as the Administrator for the County Health and Welfare Programs;
- 4 • Obtain, coordinate and direct the use of technical consultants and vendors;
- 5 • Ensure that the Health and Welfare Program adhere to legal mandates;
- 6 • Manage the Health Fund;
- 7 • Provide data as requested by the EBB
- 8 • Oversee other benefit programs which promote health and welfare benefits for
- 9 County employees; and
- 10 • Track claims experience by bargaining units.

#### 11 Legal Responsibilities

12 The Health Plan is subject to various legal mandates that protect the benefits of plan  
13 members. These legal mandates create a set of standards that apply to public entities  
14 concerning plan administration, management, or plan design and, in particular,  
15 communication of the benefit plans contents or changes. Only the Human Resources  
16 Division, Benefits Unit, will have actual legal authority to convey plan documents and  
17 benefits to plan members. Other information issued by EBB shall be for information  
18 purposes only and not binding upon the plan. Changes mandated by law shall be carried  
19 out by the EBB Administrator and Benefit Administrator and discussed with the EBB no  
20 later than the next scheduled EBB meeting.

#### 21 Meeting Process

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

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

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

3 Voting

4 A formal vote is required for plan changes and administration of the Employee  
5 Health and Benefit Programs. A formal vote is defined as a public vote where each vote  
6 must identify the member voting, and the vote must be announced. A formal vote to  
7 change or amend plans must consist of a positive vote from a majority of no less than 80%  
8 (9 of 11 or 8 of 10) of the voting membership. If a member cannot attend an alternate may  
9 cast a vote on their behalf or a proxy may be submitted prior to the meeting so that the  
10 EBB Administrator may read the vote at the meeting. In the alternative, if insufficient votes  
11 are cast due to the absences of voting members, missing votes may be recorded at the  
12 next meeting.

13 Proposals

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

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

27 Meetings per Calendar Year

28 The EBB shall meet at least quarterly (4 times per year). All meetings are scheduled  
29 and notified by the EBB Administrator. When a vote is on the meeting agenda, voting

members shall be notified 2 weeks in advance of the meeting date, time and place. The employees who participate shall be given paid release time to attend the meetings.

Health Fund

The Health Fund will be funded by:

- (1) Full-time employees: Monthly contributions paid by Departments for medical/dental/vision, shall be based on the cost-sharing formula set forth below, as applied to an initial composite rate of \$663.68 per eligible full time employee effective July 1, 2003.
- (2) Part-time employees: Monthly contributions paid by Departments for medical/dental/vision shall be based on an initial composite rate of \$350.00 per eligible part-time employee effective July 1, 2004. Then in subsequent years the cost-sharing formula set forth below shall be applied.
- (3) Cost savings realized from good experience and plan design changes shall remain in the Health Fund, and
- (4) Refunds from vendors for performance guarantees or premium overpayments, etc., shall remain in the Health Fund, and
- (5) Interest on the Health Fund shall remain in the Health Fund including IBNR set aside.
- (6) The health fund balance as of July 1, 2004, shall be equal to the ending balance reported in the EBB Financial Operations Report for Year Ending June 30, 2004. EBB Financial Operations reports for years ending June 30, 2004, June 30, 2005, and June 30, 2006, shall be considered accepted by the EBB membership and the County unless a dispute is raised within 120 days of distribution. If contributions by the Departments and those of the EBB are less than the plan expenses for any benefit year, that shortfall will be restored to the Health Fund in a subsequent plan year and subject to the cost sharing agreement. If contributions in any plan year are more than the costs and expenses, then those contributions will remain in the Health Fund and will be used to offset future costs.

(7) Distributions from the Health Fund shall be set to encompass all of the items referenced below. Any additional items are subject to approval by EBB. All of these costs shall be included in the Departments composite rate. The Health Fund expenses shall consist of the following cost items necessary to administer the Medical and Dental Health Insurance Plans: premiums, claims, Incurred But Not Reported claims (IBNR expenses shall be calculated annually according to generally accepted accounting standards), claim margin, stop-loss fees, Oregon Medical Insurance Pool fees, fees for services such as managed care providers for pharmaceuticals, health provider contracts, flexible spending account administrator fees, case management fees; third party administrators; professional services associated with benefits consulting, EBB expenses, Opt Out Reimbursements as specified in an EBB Memorandum of Understanding adopted December 19, 2002, and other miscellaneous costs such as printing and postage for communications to employees concerning County Health and Welfare Plans.

#### Eligible Employees

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

Full-time Employees: Employees who are regularly scheduled to work at least 32 hours per week or if scheduled to work at least 30 hours on a 10 hour per day schedule. The Major Medical Option will reimburse participants at \$50 per month for the first year of the plan and then the reimbursement will be subject to a reduction based upon cost sharing in subsequent years. The Dental Plans will offer the same benefits as offered in plan year 2003, Kaiser and ODS, until the EBB changes them. There will be no waiting period for either dental plan option.

Part-time Employees: Employees who are regularly scheduled to work 20 to 31 hours per week, will be offered Major Medical Coverage free of charge for them and their eligible family members. The employee may elect to purchase a different County provided medical plan option by paying the difference in cost from the Major Medical Plan to their selected plan based upon the coverage level. Part-time employees are not eligible for the \$50 reimbursement for the Major Medical Plan.

The Dental Plans will offer the same benefits as plan year 2003, Kaiser and ODS, until the EBB changes them. There will be no waiting period for either dental plan option. Part-time employees will pay one-half of the dental premiums.

#### Opt-out Reimbursement

Full-time and part-time employees may elect to opt-out of medical coverage upon proof of other coverage. Medical opt-out reimbursement for full-time employees is \$150 per month and \$75 per month for part-time employees. Opt-out reimbursements may be changed by the Employees' Benefits Board. There is no refund currently associated with dental opt-out.

#### Plan Document

The Plan Document shall set forth the dates, times, eligibility, default enrollment and administration of benefit coverage for the medical and dental plans. Other items that will be included are coverage dates for FMLA, leave of absences, COBRA, flexible spending accounts, and reinstatement provisions.

#### Retirees Health Fund/Benefits

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

#### Cost Sharing for Medical/Vision and Dental Plans

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

##### July 1, 2004 – Full-time Employees

- The County pays the July 1, 2003 plan year's County departmental contribution rate (prior to the buy-down); plus
- CPI-W\* of the July 1, 2003 County departmental contribution rate, plus
- 5% of the monthly Kaiser medical premium in February of 2004, plus

- 50% of any remaining increase.

July 1, 2004 – Part-time employees

- The County pays \$350.00.

July 1, 2005 – All employees

- The County pays the July 1, 2004 plan year's County departmental contribution rate (prior to any buy-down), plus
- CPI-W\* of the July 1, 2004 County departmental contribution rate, plus
- 5% of the monthly Kaiser medical premium in February of 2005, plus
- 50% of any remaining increase.

July 1, 2006 – All employees

- The County pays the July 1, 2005 plan year's County departmental contribution rate (prior to any buy-down), plus
- CPI-W\* of the July 1, 2005 County departmental contribution rate, plus
- 5% of the monthly Kaiser medical premium in February of 2006, plus
- 50% of any remaining increase.

If in any plan year the self-funded plan premium equivalents and Kaiser dental plan increases are less than CPI-W, and/or the Kaiser medical premium increase is less than CPI-W plus 5%, that portion of the County contribution will go toward building the Health Fund.

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

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

1 If any one plan option increases more than 25% for a plan year, the EBB will agree  
2 to either have the employees pay for the amount of the premium above the 25% or reduce  
3 the benefit plan to a level that would reflect no more than a 25% increase level. If no  
4 agreement can be reached, the County may agree to either pay for the additional premium  
5 or change the benefit plan to a level that would reflect no more than a 25% increase for that  
6 plan year.

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

#### 10 LTD/STD

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

#### 13 Summary of Governance and Long Term Resolutions

14 With this agreement, it is the intent of the parties to continue developing a  
15 cooperative labor-management forum for managing Multnomah County employees'  
16 health and welfare benefits. This forum will allow the EBB to effectively address the  
17 impact of technology, the escalation of costs, legal mandates, and the need for quality  
18 health care. If at such time in the future, the EBB is unable to meet its goals and  
19 objectives, thus not meeting the interests of the County or participating unions, the EBB  
20 may be dissolved by resolution or by withdrawal of members. It is the intent of the EBB  
21 to incorporate this agreement into each collective bargaining agreement of participating  
22 bargaining units, subject to the ratification of this agreement by each bargaining unit.  
23 Nothing in this Governance Agreement is intended to: waive or modify the rights of  
24 participating labor organizations to bargain collectively over health and welfare benefits  
25 for their members, at the expiration of this agreement, or prevent withdrawal from this  
26 governance agreement, at the expiration of this agreement. Any labor organization that  
27 withdraws from this Governance Agreement, at the expiration of this agreement, shall  
28 lose its rights to participate in, or vote on, matters governed by the EBB.

29 In the event that there is a conflict between Section 1(A) above and/or any other



1 section of this Article and governance structure of December 18, 2003, the governance  
2 structure language shall supersede.

3 B. Part-time employees

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

9 C. Retirees

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

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

13 1. "Opt-out" payment amounts

14 a. Full-time employees

15 Full-time employees may elect to "opt-out" of County  
16 medical/vision benefits coverage, per the provisions of Section 1.A.(m) of this article.  
17 Full-time employees who "opt out" of medical/vision benefits coverage may still receive  
18 dental benefits; a dental benefits "opt-out" payment is not available.

19 b. Part-time employees

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

25 2. Loss of non-County coverage

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

1           E.     Default Enrollment

2                 Full time Employees who fail to submit an enrollment form for "Opt-out" or  
3 for the medical/vision and dental benefits plans described in "Section I.A" above within  
4 31 days of hire or at other times as determined by the Employee Benefits Office will be  
5 enrolled in the County's Major Medical Plan and ODS dental plan by default. Default  
6 plans may be other than Major Medical Plan and ODS dental plan, if so authorized by  
7 the Employee Benefits Board process. Eligible dependents of such employees may be  
8 enrolled in the same plans if the employee submits application within 15 days of  
9 receiving notice of his or her default enrollment. Part-time employees shall be enrolled  
10 in the Major Medical Plan or its authorized successor.

11           F.     Eligible Dependents

12                 1.     Spouses and domestic partners

13                     a.     Enrollment

14                         Employees may enroll spouses and domestic partners in  
15 County medical and dental plans upon completion of the County's Affidavit of Marriage  
16 or Domestic Partnership and applicable enrollment forms. Enrollment times and other  
17 procedures for administration of the medical/vision and dental insurance plans shall be  
18 applied to employees with domestic partners in the same manner as to married  
19 employees to the extent allowed by the law. Spouses and domestic partners must be  
20 enrolled in the same plan as the employee.

21                     b.     Definitions

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

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

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

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

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

10 c. Termination of coverage

11 Employees must remove a spouse or domestic partner from

12 coverage within 90 days of divorce, or annulment, or dissolution of the domestic

13 partnership. Employees who fail to remove an ineligible spouse or domestic partner

14 within 90 days will be required to reimburse the County for claims paid after the 90 day

15 window, or be taxed on the benefit, or both as determined by the Benefits Administrator

16 guidelines and procedures.

17 2. Children

18 a. Enrollment

19 Eligible children of the employee or the employee's spouse

20 or domestic partner may be enrolled in the medical and dental insurance plans

21 described in "Section I". Children must be enrolled in the same plans as the employee.

22 b. Definition

23 "Eligible children" includes any unmarried biological or

24 adoptive child under the age of 23 who is a dependent under the federal tax code and

25 chiefly supported; or a court appointed ward; or anyone under the age of 23 for whom

26 the employee is required by court order to provide coverage. "Eligible children" may

27 also include dependent children over the age of 23 who became permanently disabled

28 prior to the age of 23, and the children of children who are currently enrolled.

29 c. Termination of coverage

30 Employees must remove from coverage a child who has

31 become ineligible because he or she is 23 years old, or for any other reason within 90

1 days of disqualification. Employees who fail to remove an ineligible child within 90 days  
2 of disqualification will be required to reimburse the County for any claims paid after the  
3 90 day window, or be taxed on the benefit, or both as determined by the Benefits  
4 Administrator guidelines and procedures.

5 G. When Benefits Coverage Begins and Ends

6 1. Coverage for new employees

7 a. Medical and Dental Benefits

8 The employee and eligible dependents will be covered by  
9 medical and dental benefits the first day of the month following hire, provided the  
10 employee has submitted an enrollment form to the Employee Benefits office prior to  
11 that date. Employees who submit a form after the first day of the month following hire,  
12 but within 31 days of hire, will be covered the first day of the month following receipt of  
13 the form by Employee Benefits Office. Employees who do not submit a form within 31  
14 days of hire will be covered the first day of the month following default enrollment.

15 2. Benefits coverage for terminating employees

16 a. Retirees

17 i. County-subsidized coverage

18 Benefits options for retirees are provided for in Article  
19 16, "Section IV".

20 ii. Unsubsidized benefits

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

23 b. Other terminating employees

24 i. County-subsidized coverage

25 If the employee's last regularly scheduled work day in  
26 pay status falls on or before the fifteen (15th) day of the calendar month in which the  
27 employee's County employment terminates, medical/vision and dental benefits toward  
28 which the County has contributed will lapse at the end of that calendar month. If such  
29 work day in pay status falls after the fifteen (15th) of the calendar month in which the  
30 employee's County employment has terminated, coverage toward which the County has  
31 contributed will lapse at the end of the following calendar month. (Example: Employee

1 A's last day is July 15. Employee A's coverage toward which the County has  
2 contributed will lapse July 31. Employee B's last day is July 16. Employee B's  
3 coverage toward which the County has contributed will lapse August 31.)

4 ii. Unsubsidized benefits

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

7 3. Employees on unpaid leaves of absence

8 a. Leaves of less than 30 days

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

11 b. FMLA/OFLA leaves

12 The County will contribute toward medical/vision insurance  
13 coverage during unpaid FMLA/OFLA leave as required by law. During unpaid FMLA,  
14 the County will contribute to the same benefit plan elected by the employee prior to the  
15 approved leave. During unpaid OFLA leave only, the County will not contribute toward  
16 medical/vision/dental insurance coverage. In addition, the County will continue the same  
17 plan and monthly contributions toward dental insurance coverage as long as legally  
18 required contributions toward medical/vision coverage continue. If the employee  
19 remains on unpaid leave for more than 30 days after FMLA/OFLA leave is exhausted,  
20 the leave will be treated as an unpaid leave of absence per "Subsection c.i" below,  
21 except that the last day of FMLA/OFLA leave will be deemed the employee's last day in  
22 pay status.

23 c. Non-FMLA/OFLA unpaid leaves

24 i. Lapsing of County-subsidized coverage

25 If the employee's last regularly scheduled work day in  
26 pay status falls on or before the fifteen (15th) day of the calendar month coverage  
27 toward which the County has contributed will lapse at the end of that calendar month. If  
28 such work day in pay status falls after the fifteen (15th) of the calendar month, coverage  
29 toward which the County has contributed will lapse at the end of the following calendar  
30 month. (Example: Employee A goes on non-FMLA/OFLA unpaid leave effective July  
31 15. Employee A's coverage toward which the County has contributed will lapse July 31.

Employee B goes on non-FMLA/OFLA unpaid leave July 16. Employee B's coverage toward which the County has contributed will lapse August 31.)

ii. Unsubsidized benefits

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

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

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

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

II. Other Benefits

A. Flexible Spending Accounts

1. Medical expenses

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

2. Dependent care expenses

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

B. Life Insurance

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

6           C.    Emergency Treatment

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

12          D.    Disability Insurance

13          The County shall provide bargaining unit members with a group Long  
14 Term Disability insurance Policy with the same terms as apply to other Multnomah  
15 County union and management employee's under UNUM insurance Policy including a  
16 ninety (90 day waiting period.

17    III.   Successor Insurance Plans

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

## ARTICLE 11

## PENSIONS

1. PERS. The County shall continue to participate in the Oregon Public Employees Retirement System (PERS) pursuant to the Intergovernmental Integration Agreement between the County and PERS, dated January 22, 1982.

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

A. The County shall pay the "pick-up" of the required 6% employee contribution to PERS as provided in ORS 238.205. If for any reason the ORS 238.205 "employer pick-up" is no longer legally available the County shall on the last payroll period of this Agreement increase employee wages by six percent (6%) and return to the limited "pick up" provided for prior to the resumption of PERS pick-up in 1999, including but not limited to the terms of compensation for non-PERS members.

3. Sick Leave in Application to Final Average Salary. In accordance with the terms of ORS 238.350 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.



1 ARTICLE 12

2 WORKERS' COMPENSATION AND

3 SUPPLEMENTAL BENEFITS

4  
5 1. All members of the bargaining unit will be provided full coverage as  
6 required by the Oregon Workers' Compensation Act.

7 2. The period of time that an employee is off the job and unable to work by  
8 reason of a disability compensable under the Workers' Compensation Law shall not  
9 interrupt his or her continued period of employment with reference to accrual of seniority  
10 unless the employee's doctor, the State Workers' Compensation Department or Board,  
11 or the employee certifies to the County in writing that the employee will be permanently  
12 disabled to such an extent that he or she will be unable to return to the County and fully  
13 perform the duties of the position he or she last occupied. In such event, the  
14 employee's status shall be governed exclusively by applicable state statutes related to  
15 re-employment and non-discrimination. If injured during probation, the probationary  
16 period may be extended by written agreement of the Union, employee, and County.

17 3. The County shall supplement the amount of Workers' Compensation  
18 benefits received by the employee for temporary disability due to occupational injury,  
19 illness, or disease by an amount which, coupled with workers' Compensation  
20 payments, will insure the disabled employee the equivalent of one hundred percent  
21 (100%) of his or her semi-monthly net take-home pay subject to the following  
22 conditions:

23 a. Supplemental benefits shall only be payable for those days  
24 compensable under Workers' Compensation Law as time loss on an approved claim.

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

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

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

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

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

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

17          7.     The County shall continue to provide medical and dental benefits for  
18    employee and dependent(s) from the first day of occupational disability subject to the  
19    limitations of the Health and Welfare Article, if any, for a period of one year.

20          8.     The County shall continue to make retirement contributions, based upon  
21    the appropriate percentage of the gross dollar amount of supplement benefits paid,  
22    throughout the period that the employee receives such benefits.  
23

## ARTICLE 13

## HOURS OF WORK

1. 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 meal period.

## 2. Work Week.

a. Regular. Except as provided herein, the regular workweek shall consist of consecutive days, Monday through Friday, of the same number of consecutive hours per day with consecutive days off. Employees hired on or after July 1, 1998 may be required by the County to work a regular work week that includes Saturday or Sunday but not both. Employees who wish to volunteer for such schedules or for a regular work week schedule including both Saturday and Sunday may do so and management may permit the employee to work such a schedule. Employees with four (4) days per week ten (10) per day work schedules shall have Saturday and Sunday off, and another day to be determined by management. In no case shall the workweek be for more than forty (40) hours, excluding the meal period.

b. Continuous Operations. Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled work for twenty-four (24) hours a day, seven (7) days a week. The workweek for employees engaged in continuous operations shall consist of five (5) consecutive days, with two (2) designated days off.

### 3. Work Schedules.

Work schedules showing the employee's shift, work days, and hours shall be posted on all department bulletin boards at all times. All employees shall be scheduled to work on a regular work shift and each shift shall have regular starting and quitting

1 times. Except for emergency situations and during the duration of the emergency, work  
2 schedules for any work shift shall not be changed unless the changes are posted for ten  
3 (10) workdays.

4 4. Reduced Work Week. In the event that the financial budget situation of the  
5 County requires a reduced workweek for employees covered by this Agreement, the  
6 parties agree to meet and discuss scheduling problems, which may arise. Such  
7 meeting shall be held prior to implementation of the reduced workweek.

8 5. Rest Periods. All employees' work schedules shall provide for a fifteen-(15)  
9 minute rest period during each one-half (1/2) shift. Rest periods shall be scheduled at  
10 the middle of each one-half (1/2) shift whenever feasible. Employees who, for any  
11 reason, work beyond their regular quitting time into the next shift shall receive a fifteen  
12 (15) minute rest period before they start to work on the next succeeding shift when it is  
13 anticipated the overtime is expected to extend a minimum of one and one-half (1-1/2)  
14 hours. In addition, they shall be granted the regular rest period that occurs during the  
15 shift.

16 6. Meal Periods. All employees shall be granted a meal period of not less than  
17 thirty (30) minutes during each work shift. Whenever practicable, meal periods shall be  
18 scheduled in the middle of the shift. The County shall provide a meal to any employee  
19 who is requested to and does work two (2) hours beyond his or her regular quitting time.

20 7. Clean-Up Time. Employees occupying labor, trades, or craft positions shall  
21 be granted adequate personal clean-up time, not to exceed 15 minutes unless  
22 circumstances dictate otherwise, prior to the end of each work shift. The County shall  
23 provide the required facilities for the employee's clean up. Neither party to this  
24 Agreement shall construe "clean-up time" to mean "quit-early time" or "leave-early time."

25 8. Uniform Time Charging Provisions.

26 a. Rounding Rule. Time charged for all leaves and compensation for time  
27 worked under the terms of this Agreement shall be subject to rounding to the nearest  
28 quarter of an hour in accordance with the following rules:

29 (1) 0 - 7 minutes rounds to 0 hours

30 (2) 8 - 15 minutes rounds to 1/4 hour

31 b. Applications

1                   (1) Lateness: An employee who is seven (7) minutes or less late  
2 shall be paid for a full shift. An employee who is eight (8) to fifteen (15) minutes late  
3 shall not be paid for one quarter (1/4) of an hour.

4                   (2) Working Over: An employee who works over less than eight  
5 (8) minutes shall not be compensated. An employee who works eight (8) to fifteen (15)  
6 minutes over shall be compensated one quarter (1/4) of an hour at the appropriate rate  
7 of pay in accordance with Article 15, Wages.

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

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

14                  9. Time between shifts. There shall be a minimum of eight (8) hours between  
15 regular scheduled shifts. Employees who have completed their regular shift and are  
16 required to work an additional continuous eight (8) hours shall be granted four (4) hours  
17 of rest with pay at the straight pay hourly rate. The rest pay provisions shall apply to the  
18 employee's first four hour of their next shift and only occurs when the next regular shift  
19 begins within twelve (12) hours of the end of the continuous work period.  
20

ARTICLE 14

STANDARDS

The County may establish reasonable job performance standards, and may, from time to time, revise them. Such standards shall be individually stated to each affected employee in order to assure advance comprehension and understanding of performance requirements. No employee shall be subject to disciplinary action for failure to meet standards of performance unless such employee has been fully advised of such expected performance standards, in advance of the work period in question.

ARTICLE 15

WAGES AND CLASSIFICATION SCHEDULE

1. Wages and Classification Schedule

a) Wage Rates for FY 2004-2005. Effective July 1, 2004, employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Addendum A. Said schedule reflects an increase of two point three percent (2.3%) effective July 1, 2004.

b) Wage Rates for FY 2005-2006. Parties agree to reopen the contract no later than March 15, 2005 for the purpose of negotiating a July 1, 2005 wage adjustment. All other Articles and terms of the Agreement shall continue without interruption.

c) Wage Rates for FY 2006-2007. Parties agree to reopen the contract no later than March 15, 2006 for the purpose of negotiating a July 1, 2006 wage adjustment. All other Article and terms of the Agreement shall continue without interruption.

d) New Classifications. When any position covered by this Agreement not listed on the wage schedule is established, the County may designate a job classification and pay rate for the position. In the event the Union does not agree that the classification and/or rate is proper, the Union shall have the right to submit the issue as a grievance at Step III of the Grievance Procedure.

e) Work In A Higher Classification. Whenever a supervisor instructs an employee to replace another employee in a higher classification and perform such work for more than one (1) shift, the employee shall be paid for all such work at the rate of pay assigned to the higher classified work in the appropriate step, according to the promotional policy, if any.

2. Pay Period. Employees shall be paid on a twice a month basis. The pay periods shall be the 1<sup>st</sup> through the 15<sup>th</sup> of each month and the 16<sup>th</sup> through the end of each month. Employees will be paid on the 15<sup>th</sup> of each month for hours worked during the second pay period of the preceding month, and on the last business day of each month for hours worked during the first pay period of that month; provided, however, that if

1 either date falls on a Saturday, Sunday, or Holiday, the pay date will be the preceding  
2 business day.

3 3. Reporting Time. An employee who is scheduled to report for work as scheduled,  
4 but where work is not available for him or her, shall be excused from duty and paid at  
5 his or her regular rate for a day's work.

6 4. Call-In Time. Any employee called to work outside his or her regular shift shall be  
7 paid for a minimum of four (4) hours at the rate of time and one-half (1.5) except that an  
8 employee called to work within two (2) hours of the commencement of his or her  
9 scheduled shift shall be paid at the rate of one and one-half (1.5) times the employee's  
10 regular straight time rate only for the period elapsed from the commencement of the  
11 call-out to the commencement of the shift. It is the understanding of the parties that the  
12 four-hour period for a Call-In commences with the acceptance of the call-in assignment  
13 and ends four (4) hours later. Employees will only be called out and remain working for  
14 bona fide urgent and immediate operational needs. Call-in time will not be used for  
15 assigning (stacking) routine work. The employer may also assign an employee who  
16 may be subject to call-out a County vehicle, which the employee shall use solely for  
17 performing County business and for commuting to and from work. The assignment of  
18 the vehicle shall be voluntary, except that it may be made mandatory in the event of an  
19 emergency or if the public health or safety may be in jeopardy. The vehicle assignment  
20 may be rescinded at the employer's discretion. If such assignment is made, the  
21 employee shall not be charged for such vehicle.

22 5. Overtime.

23 A. Time and One-Half

24 Employees will be compensated at the rate of one and one-half (1 ½)  
25 times their normal rate of pay for additional time worked as follows:

26 i. In excess of eight (8) hours in any work day for a five-day, forty-  
27 hour-a-week employee; or

28 ii. In excess of ten (10) hours in any work day for a four-day, forty-  
29 hour-a-week employee; or

30 iii. In excess of forty (40) hours in any FLSA work week.

31 B. Double Time



1 An employee will be paid at the rate of two (2) times his or her regular rate  
2 of pay for hours work which meet all of the following criteria:

3 i. The hours worked were in excess of forty eight (48) for the FLSA  
4 work week; and

5 ii. The employee works on all days of the FLSA work week; and

6 iii. The hours were worked on the employee's final day of rest during  
7 the FLSA work week.

8 C. Overtime worked shall be calculated in accordance with the uniform time  
9 charging provisions of Article 13.

10 6. Compensatory time. Compensatory time may be accrued by  
11 agreement between the County and the employee with the following limitations.  
12 Specifically, in lieu of overtime pay, an employee may with supervisory approval elect to  
13 accrue compensatory time equivalent to the applicable overtime rate for each hour of  
14 overtime worked provided:

15 a. The maximum allowable accumulation of compensatory time off shall be  
16 eighty (80) hours.

17 b. Accrued compensatory time off shall be used at the discretion of the  
18 employee with the supervisor's consent.

19 In the event the employee terminates for any reason, accrued compensatory time shall  
20 be paid to the employee or his or her heirs.

21 7. Distribution. Overtime work shall be distributed equally among employees within  
22 the same job classification in each agency; provided, however, that exceptions may be  
23 made subject to mutual approval of the County and the Union.

24 A record of overtime hours worked by or offered to each employee shall be posted on  
25 the department bulletin board each month.

26 There shall be no discrimination against any employee who declines to work overtime.  
27 Overtime work shall be voluntary except in cases where, in the County's judgment, the  
28 public health, safety, and welfare may be jeopardized.

29 8. Mileage Pay. Whenever an employee is required to work at any location other than  
30 his or her permanent place of reporting, he or she shall be paid at the rate of twenty  
31 cents (\$0.20) per mile or the I.R.S. rate, whichever is greater, from his or her permanent

1 reporting place for the use of his or her personal transportation to and from the  
2 temporary new locations. All employees shall be allowed pay from the time of reporting  
3 to their permanent reporting place, and this shall end when they return to their  
4 permanent reporting place.

5 9. Height Time Differential Pay. When employees covered by this Agreement are  
6 performing painting on a structure at or above the fifty (50) foot level directly above the  
7 ground, floor, roadway, roof or water, the wage rate for such work shall be that to which  
8 the employee is normally entitled plus an additional sixty cents (\$0.60) differential for  
9 each hour that the employee is performing such work.

10 10. Shift Differential. In addition to the established wage rates, the County shall pay an  
11 hourly premium of seventy-five cents ((\$.75) to employees for all hours worked on shifts  
12 beginning between the hours of 12 p.m. and 7:00 p.m. For all hours worked on shifts  
13 beginning between 7:00 p.m. and 6:00 a.m., the County shall pay an hourly premium of  
14 one dollar (\$1.00) to employees for each hour worked during that period. Relief shifts  
15 will be paid one dollar (\$1.00 per hour for all hours worked.

16 11. Parking. Whenever the employee is required to report to the Courthouse on a  
17 temporary basis in his private vehicle, the County shall provide parking.

18 12. Spray Painting and Toxic Vinyl Premium. Any employee covered by this Agreement  
19 who performs spray painting or applies toxic vinyls while silk screening shall receive a  
20 premium of thirty-five cents (\$0.35) for each hour he performs such work, provided that  
21 such premium shall be paid only if the employee wears a respirator.

22 13. Coverwear for Maintenance Painter. The County agrees to continue the practice of  
23 providing appropriate laundered coverwear for employees covered by this Agreement.  
24

1 ARTICLE 16

2 DISCIPLINARY ACTION

3  
4 1. Employees may be subject to disciplinary action by suspension, oral or  
5 written reprimand, demotion, reduction in pay, or dismissal; provided, however, that  
6 such action shall take effect only after the appointing authority gives written notice of the  
7 action and cause to the employee and mails such notice to the Union. This notice  
8 provision shall not apply to oral or written reprimands, provided, however, that a copy of  
9 any written reprimand must be mailed to the Union on the date of issuance.

10 2. Any permanent, non-probationary employee who is reduced in pay,  
11 demoted, suspended, or dismissed shall have the right to appeal the action through the  
12 Grievance Procedure.

13 The standard of review of disciplinary actions appealed under this section  
14 shall be the "in good faith for cause" standard.  
15

1 ARTICLE 17

2 SETTLEMENT OF DISPUTES

3 1. Grievance Procedure. Any grievance or dispute which may arise between  
4 the parties, involving the application, meaning, or interpretation of this Agreement, shall  
5 be settled in the following manner:

6  
7 Step I: After first attempting to resolve the grievance informally, any  
8 employee or the Union may present in writing such grievance to the employee's section  
9 or division head through the immediate supervisor within ten (10) working days of its  
10 occurrence; if at that time the individual employee or his or her representative is  
11 unaware of the grievance, it may be presented in writing within ten (10) working days of  
12 the time the employee first has knowledge or should have had knowledge of its  
13 occurrence. The notice shall include a statement of the grievance and relevant facts,  
14 applicable provisions of the contract, and remedies sought. The supervisor shall then  
15 attempt to adjust the matter and respond, in writing, to the employee or his or her  
16 representative within ten (10) working days.

17 Step II: If the grievance has not been answered or resolved, it may be  
18 presented in writing by the employee or his or her representative to the department  
19 head within ten (10) working days after the response is due from the supervisor. The  
20 department head shall respond to the employee or his or her representative, in writing,  
21 within ten (10) working days.

22 Step III: If the grievance has not been answered or resolved at Step II, it  
23 may be presented, in writing, by the grievant to the designee of the County Chair, within  
24 ten (10) working days after the response of the department head is due. The Chair's  
25 designee shall respond in writing to the grievant within ten (10) working days.

26 County Grievances: When the County has a grievance, it may be presented in  
27 writing to the Union through the Director of the Employee Services Division or his or her  
28 representative. The parties will each then promptly appoint two (2) persons to serve as  
29 a Board of Adjustment to consider the grievance of the County and resolve the dispute.  
30 If the Board of Adjustment is unable to resolve the dispute within ten (10) days of the  
31 notification to the Union, then the County may request arbitration under Step V of this

1 Grievance Procedure, by written notice to the other party. This procedure for County  
2 grievances is not exclusive and the County expressly retains the right to alternately  
3 proceed with any other action, including court proceedings, it may deem in its discretion  
4 to be advisable or warranted.

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

8 Step V: Arbitration. After the grievance has been submitted to arbitration, the  
9 parties, or their representatives, shall jointly request the Oregon Mediation and  
10 Conciliation Service for a list of the names of seven (7) arbitrators. The parties shall  
11 select an arbitrator from the list by mutual agreement. If the parties are unable to agree  
12 on a method, the arbitrator will be chosen by the method of alternate striking of names;  
13 the order of striking to be determined by lot. One day shall be allowed for the striking of  
14 each name. The final name left on the list shall be the arbitrator. Nothing in this section  
15 shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.

16 The arbitrator shall be requested to begin taking evidence and testimony within a  
17 reasonable period after submission of the request for arbitration taking into account the  
18 schedules of the parties' representatives, the arbitrator, and witnesses; and he or she  
19 shall be requested to issue his or her decision within thirty (30) days after the conclusion  
20 of testimony and argument. The parties hereby vest the arbitrator with authority to  
21 compel the attendance of witnesses on behalf of either party by issuance of a  
22 subpoena, the cost of which shall be borne by the party requesting the subpoena.

23 The arbitrator's decision shall be final and binding, but he or she shall have no  
24 power to alter, modify, amend, add to, or detract from the terms of the Contract. His or  
25 her decision shall be within the scope and terms of the Contract and in writing. Any  
26 decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior  
27 to the date the grievance was first filed with the supervisor, and it shall state the  
28 effective date of the award.

29 Expenses for the arbitration shall be borne by the losing party. Each party shall  
30 be responsible for compensating its own representatives and witnesses. If either party  
31 desires a verbatim recording of the proceedings, it may cause such a record to be made

1 on the condition that it pays for the record and makes copies available without charge to  
2 the other party and the arbitrator.

3 Any time limits specified in the grievance procedure may be waived by mutual  
4 consent of the parties. A grievance may be terminated at any time upon receipt of a  
5 signed statement from the aggrieved party that the matter has been resolved.

6 2. Stewards and the Processing of Grievances.

7 a. Employees selected or elected by the Union as employee  
8 representatives shall be known as "stewards". The names of the stewards and the  
9 names of other Union representatives who may represent employees shall be certified  
10 in writing to the County by the Union. Stewards may investigate and process  
11 grievances during working hours without loss of pay and all efforts will be made to avoid  
12 disruptions and interruptions of work.

13 b. Departure from the established Grievance Procedure outlined in this  
14 article by any employee shall automatically nullify the Union's obligation to process the  
15 grievance.

16 c. In no event may the Union or the aggrieved employee initiate a  
17 grievance under the procedure so outlined in this article where more than sixty (60)  
18 days have elapsed since the occurrence of the grievance; however, in no way is this  
19 provision to be interpreted as affecting the pursuance of grievances which are of a  
20 continuing nature (i.e., the breach continues and is not a single isolated incident).

21

1 ARTICLE 18

2 GENERAL PROVISIONS

3  
4 1. No Discrimination. The provisions of this agreement shall be applied  
5 equally to all employees in the bargaining unit without discrimination as to age, marital  
6 status, race, color, sex, creed, religion, national origin, political affiliation, gender  
7 identification, source of income, or familial status. It is further agreed that there will be  
8 no discrimination against the handicapped unless bona fide job-related reasons exist.  
9 The Union shall share equally with the County the responsibility for applying the  
10 provisions of the Agreement.

11 All references to employees in this Agreement designate both sexes, and  
12 wherever the male gender is used it shall be construed to include male and female  
13 employees.

14 The County and the Union agree not to interfere with the rights of employees to  
15 become members or refrain from becoming members of the Union, and there shall be  
16 no discrimination, interference, restraint, or coercion by the County or the Union or any  
17 County or Union representative against any employee because of Union membership or  
18 any employee activity in an official capacity on behalf of the Union, or for any other  
19 cause, provided such activity or other cause does not interfere with the effectiveness  
20 and efficiency of County operations in serving and carrying out its responsibility to the  
21 public.

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

27 3. Visits by Union Representatives. The County agrees that the Business  
28 Manager or his or her Assistant, accredited representatives of the Paint Makers, Sign,  
29 Display, Truck Painters, and Allied Trades Council 55 of Washington and Oregon,  
30 AFL-CIO upon reasonable and proper introduction, shall have reasonable access to the  
31 premises of the County at any time during working hours to conduct Union business.

1           4.   Rules.

2           a.   All future work rules shall be subject to discussion with the Union  
3 before becoming effective.

4           b.   The County agrees to furnish each employee in the bargaining unit  
5 with a copy of the Bargaining Agreement sixty (60) days after the signing of this  
6 Agreement.

7           c.   The County agrees to furnish each employee in the bargaining unit  
8 with a copy of all changes to work rules thirty (30) days after they become effective.

9           d.   New employees covered by this Agreement shall be provided a copy  
10 of the Agreement and rules at time of hire.

11                   Any dispute as to the reasonableness of any new rule, or any dispute  
12 involving discrimination in the application of new or existing rules may be resolved  
13 through the grievance procedure.

14           5.   Seniority.

15           a.   Seniority will be determined as follows:

16                   (1)   Total length of continuous service within the affected job  
17 classification within the affected department; if a tie occurs, then

18                   (2)   Total length of continuous service within the affected  
19 Department; if a tie occurs, then

20                   (3)   Total length of service within the County; if a tie occurs, then

21                   (4)   Score on the last performance evaluation awarded under the  
22 system to be developed in accordance with Multnomah County Code 3.10.130; if no  
23 system exists, then score on original entrance examination.

24           b.   In computing seniority for regular employees, the following factors  
25 will be taken into account:

26                   (1)   Part-time work within the same classification will be counted  
27 on a prorated hourly basis.

28                   (2)   After July 1, 1975, time spent on authorized leave without pay  
29 that exceeds thirty (30) calendar days will not count.

30                   (3)   Time spent in a trainee capacity (e.g., PEP, WIN, or other  
31 state or federally funded programs) will not be included.



1 (4) Time spent in classification in previous government service  
2 will be included if the employee transferred in accordance with ORS 236.610 through  
3 236.650.

4 (5) Time spent on layoff will not count.

5 c. Seniority shall be forfeited by discharge for cause or voluntary  
6 termination after July 1, 1975.

7 d. On May 15 of each year, the County shall furnish to the Union  
8 sufficient copies of a seniority roster of all employees assigned to the classifications  
9 listed in Appendix "A" hereunder and yearly by May 15 thereafter.

10 e. Employees may protest their seniority designation through the  
11 grievance procedure outlined in this Agreement.

12 6. Reduction in Force. Layoffs will be in accordance with Multnomah County  
13 Code 3.10.250 or its successor and the Personnel Rules pertaining thereto.

14 7. County-Union Meetings. The County Chair, or his or her representative(s)  
15 shall meet at mutually convenient times with the Union committee. All such meetings  
16 shall be held during normal working hours on County premises without loss of pay and  
17 the parties will so schedule such meetings as far as practical to avoid disruptions and  
18 interruption of work. The Union committee shall consist of not more than three (3)  
19 members selected by the Union.

20 8. Safety Devices. The County will furnish all safety devices necessary to  
21 comply with existing and future state and federal safety requirements. No employee  
22 shall be disciplined for refusal to violate the safety codes or the laws of the State of  
23 Oregon.

24 9. Contract Work. The County agrees that the Union will be notified a  
25 reasonable period of time in advance of any contracting or subcontracting of work done  
26 by employees covered by this Agreement.

27 10. Supremacy of Contract. To the extent allowable by law, whenever a conflict  
28 arises between this Agreement and Multnomah County Code 3.10, et seq., or its  
29 successor, this Agreement shall prevail.

30 11. Performance Evaluation Process

31 a. The County may implement and maintain performance evaluation

processes involving members of the bargaining unit.

b. Employees will have the right to attach a response to any evaluations in their personnel files.

c. No evaluations or employee responses will be admissible in any disciplinary or arbitration hearing.

d. All performance evaluations shall be signed by the employee's exempt supervisor, who shall bear ultimate responsibility for the content of the evaluation.

12. Definitions: The definitions set out in Addendum C are shall be deemed a part of this agreement.

13. Bus Pass

A) Statement of Purpose:

For the purposes of encouraging employees to use mass transit as part of the County's ride reduction program under the Oregon Department of Environmental Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well as part of the County's commitment to limiting traffic congestion and promoting clean air, effective November 1, 2001, each employee shall be eligible to receive a bus pass entirely subsidized by the County for the employee's personal use.

B) Scope of Subsidy

1. The County will provide a 100% subsidy for employee bus passes. However, the County may require that the employee pay a percentage if the County's subsidy exceeds the IRS standard for a de minimis employee benefit.

It will be the employee's responsibility to obtain the necessary Photo ID from Tri-Met. Instructions for obtaining the photo ID will be available through Employee Benefits and will be included in new hire packets.

2. This program is offered only by Tri-Met. However C-Tran will honor the Tri-Met all zone pass.

C) Procedural Requirements

The procedural requirements for obtaining the pass and verification that the pass has been used solely by the employee shall be the same as apply to exempt employees. Such requirements may change from time to time to ensure efficient

1 and effective implementation of the program.

2

1 ARTICLE 19

2 SAVINGS CLAUSE AND FUNDING

3  
4 1. Savings Clause. Should any article, section, or portion thereof, of this  
5 Agreement be held unlawful and unenforceable by any court of competent jurisdiction,  
6 or any administrative agency having jurisdiction over the subject matter, such decision  
7 shall apply only to the specific article, section, or portion thereof directly specified in the  
8 decision. Upon the issuance of any such decision, the parties agree immediately to  
9 attempt to negotiate a substitute, if possible, for the invalidated article, section, or  
10 portion thereof. All other portions of this Agreement, and the Agreement as a whole,  
11 shall continue without interruption for the term hereof.

12 2. Funding. The parties recognize that revenue needed to fund the wages  
13 and benefits provided by the Agreement must be approved annually by established  
14 budget procedures. All such wages and benefits are, therefore, contingent upon  
15 sources of revenue and annual budget approval. The County has no intention of cutting  
16 the wages and benefits specified in this Agreement because of budgetary limitations,  
17 but cannot and does not guarantee  
18 any level of employment in the bargaining unit covered by this Agreement. The County  
19 agrees to include in its annual budget request amounts sufficient to fund the wages and  
20 benefits provided by this Agreement, but makes no guarantee as to the passage of such  
21 budget request pursuant to established budget procedures. This Section 2 and County  
22 action hereunder shall not be subject to the Resolution of Disputes Procedures  
23 hereinbefore set out.

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, et seq., or its successor. The County and the Union 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 the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement, nor shall the Union and the County Chair, or his or her designee(s) for Labor Relations, be precluded from voluntarily entering into memoranda of understanding, interpretation, or exception concerning matters of contract administration.

ARTICLE 21

TERMINATION

This Agreement shall be effective as of the 1st day of July 2004 and shall remain in full force and effect through the 30th day of June 2007, and shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing between January 1, 2007 and March 1, 2007 that it wishes to modify the agreement for any reason. The contract shall remain in full force and effect during the period of negotiations.

ADDENDUM A  
WAGES AND CLASSIFICATIONS  
Effective July 1, 2004

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<u>CLASS TITLE/ NUMBER</u>	<u>HOURLY WAGE RATE</u>
SIGN PAINTER/ 3105*	\$21.23

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2. Leadworker. In a department where three (3) or more painters are employed or work together without on site supervision, there will be a leadworker assigned. Assignment and selection of such leadworker shall be at the sole discretion of the County.

3. Leadworker - Sign Shop. Assignment and selection of the Sign Shop Lead Worker shall be at the sole discretion of the County. The Sign Shop Lead Worker shall be compensated at 6.8% of his hourly pay rate when assigned to perform Lead Worker duties.

\*Sign Fabricator is the title utilized in the County compensation plan and class specifications

ADDENDUM B

MULTNOMAH COUNTY OREGON

Employee Organization Membership Dues

Payroll Deduction Authorization Plan

I, \_\_\_\_\_, having voluntarily elected to become a member of \_\_\_\_\_, do hereby authorize Multnomah County as my employer to deduct from my accrued earnings the amount of \$ \_\_\_\_\_ per month.

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

Cause. Misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, unfitness to render effective service or failing to fulfill responsibilities as an employee.

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 236.605 through 236.640.

b. For purposes of determining length of service prior to July 1, 1975, an interruption in employment of fourteen months or less shall constitute continuous service, in addition to those individually documented cases previously approved by the Board of County Commissioners, the Chairman, or Labor Relations 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.

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

Probationary Employee. A probationary employee is defined as a permanent employee serving a one (1) year period of trial service to determine his or her suitability for continued employment, such period to begin on the date of his or her appointment to permanent position from a certified list of eligibles. During the period of probation, the employee may be dismissed without recourse to the grievance procedure if in the opinion of the employee's supervisor his or her continued service would not be in the best interest of the County. The length of the employee's trial service period may not be

extended by a Memorandum of Agreement under the terms of Article 20, Entire Agreement, unless the employee was absent from work for a period of six months or more previous to the extension. The length of probationary periods for employees hired previous to this Agreement shall not be affected by the terms of this definition.

Promotional Probationary Employee. A promotional probationary employee is a regular employee serving a six-month period of trial service upon promotion to determine his or her suitability for continued employment in the classification to which he or she was promoted, such period to begin on the date of his or her appointment to the higher classification from a certified list of eligibles. During the period of promotional probation, the employee shall be returned to the classification and department from which he or she was promoted without recourse to the grievance procedure if in the opinion of the employee's supervisor his or her continued service in the classification to which he or she was promoted would not be in the best interest of the County. The length of the probationary period for employees promoted prior to the ratification of this Agreement shall not be affected by the terms of this section.

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

- A permanent employee who has passed the initial one-year probationary period, terminated employment, and has been reinstated.
- A non-probationary employee who has been transferred to the County by intergovernmental agreement under ORS 236.605 through 236.640.

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, 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.

Temporary Employee. Any non-permanent employee.

ADDENDUM D

COMPOSITE VERSION OF MULTNOMAH COUNTY  
EXEMPT EMPLOYEE RETIREE INSURANCE POLICY  
(EXHIBIT B OF ORDINANCE 534 AS AMENDED BY  
ORDINANCES NOS. 629 & 670)

Retiree Medical Insurance

a. For purposes of this section, a "retiree" refers to a person who retired from the County on or after the effective date of this section and, at the time of retirement, occupied a position covered by the "Exempt" compensation plan. For purposes of this section, a "member" refers to an active employee(s) in a position covered by the "Exempt" compensation plan.

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

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

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

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

(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

1 sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the  
2 retiree had:

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

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

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

9 (ii) The County shall pay one-half (1/2) of the monthly medical insurance  
10 premium on behalf of a retiree and his or her eligible dependents from the retiree's  
11 fifty-fifth (55th) birthday or date of retirement, whichever is later, until the retiree's  
12 sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the  
13 employee had thirty (30) years of continuous service with employers who are members  
14 of the Oregon Public Employee Retirement System and twenty (20) or more years of  
15 continuous County service immediately preceding retirement.

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

18 g. Part-time service in a regular budgeted position shall be prorated for purposes of  
19 the service requirements under subsection e of this section. (For example, twenty (20)  
20 hours per week for two (2) months would equal one (1) month toward the applicable  
21 service requirement.)

22 h. In addition to the other requirements of this section, continued medical plan  
23 participation or benefit of County contributions is conditioned on the retiree's continuous  
24 participation in the members' medical insurance plan from the time of retirement, and  
25 upon the retiree's timely payment of the applicable retiree portion (i.e., 50% or 100% as  
26 applicable) of the monthly premium. Failure to continuously participate or make timely  
27 and sufficient payment of the applicable retiree portion of the monthly premium shall  
28 terminate the retiree's rights under this section. Payments by retirees of their portion of  
29 the monthly premiums under this section shall be timely if the retiree has directed PERS  
30 to regularly deduct his or her portion of the monthly premium from his or her pension  
31 check and remit the proceeds to the County's collection agent, or if it is received by the

1 County's collection agent each month at least thirty (30) days prior to the month for  
2 which the resulting coverage will apply. The Employee Services Division shall inform  
3 the retiree at the time he or she signs up for continued medical insurance coverage of  
4 the identity and address of the County's collection agent and shall thereafter inform the  
5 retiree of any change in collection agent at least forty-five (45) days prior to the effective  
6 date of such change.

7 i. In the event County medical insurance premium payments on behalf of retirees  
8 or their dependents are made subject to state or federal taxation, any additional costs to  
9 the County shall be directly offset against such payments required under this section.  
10 (For example, if the effect on the County of the additional tax is to increase the County's  
11 outlay by an amount equivalent to ten percent (10%) of aggregate monthly retiree  
12 premium, the County's contribution shall be reduced to forty percent (40%) of premium  
13 so that net County costs will remain unchanged.)  
14

ADDENDUM E

Drug and Alcohol Policy

I. Drug Free Workplace Act

Multnomah County, in keeping with the provisions of the federal Drug Free Workplace Act of 1988, is committed to establishing and maintaining a work place which is free of alcohol and drugs and free of the effects of prohibited alcohol and drug use.

II. Holders of Commercial Drivers Licenses

While references to rules governing holders of Commercial Drivers Licenses (CDLs) are included below, they are not comprehensive. CDL holders are responsible for complying with all laws, work rules, or County procedures pertaining to them, in addition to the requirements of this addendum.

III. Alcohol and Drug Policy Work Rules and Discipline

A. Conduct Warranting Discipline

1. While on duty, or on County premises, or operating County vehicles employees shall obey the work rules listed in "Section B" below. As with all work rules, violations may result in discipline per the provisions of Article 16, Disciplinary Action.

2. Employees will not be subject to discipline for seeking treatment for alcohol or drug dependency. However, employees will be held fully accountable for their behavior. Seeking treatment will not mitigate discipline for rule violations or other unacceptable conduct caused by such dependency.

B. Work Rules

1. Possession, consumption, and distribution of alcohol and drugs while on duty

Employees shall:

- Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell alcohol or alcohol containers in or to the work place except when lawfully required as part of the job. An exception will be sealed alcohol containers for gift purposes; supervisors must be notified when such containers are brought to the work place. The "work place" includes vehicles parked on County property.

1                               •     Not possess, consume, manufacture, distribute, cause to be  
2 brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the work place  
3 except when lawfully required as part of the job.

4                               •     Not distribute, dispense or sell prescription medications  
5 except when lawfully required as part of the job.

6                               •     Not possess or consume prescription medications without a  
7 valid prescription.

8                   2.     Possession, consumption, and distribution of alcohol and drugs  
9                               while off duty on County premises

10                   Employees shall:

- 11                               •     Not use, possess, or distribute illegal drugs.  
12                               •     Not use or distribute alcohol without authorization.

13                   3.     Fitness for duty

14                   Employees shall:

15                               •     Not report for duty while "under the influence" of alcohol or  
16 drugs.     An individual is considered to be "under the influence" of alcohol if a  
17 breathalyzer test indicates the presence of alcohol at or above the .04% level. An  
18 individual is considered to be "under the influence" of drugs when testing indicates the  
19 presence of controlled substances at or above the levels applying to CDL holders.

20                               •     Not render themselves unfit to fully perform work duties  
21 because of the use of alcohol or illegal drugs, or because of the abuse of prescription or  
22 non-prescription medications.

23                               •     Comply with legally mandated occupational requirements,  
24 whether or not they are specifically included in this policy. For example, by law holders  
25 of Commercial Drivers Licenses (CDL's) may not perform safety sensitive functions,  
26 such as driving, at or above the .02% level.

27                               •     Not be absent from work because of the use of alcohol or  
28 illegal drugs, or because of the abuse of prescription or non-prescription medications,  
29 except when absent to participate in a bona fide assessment and rehabilitation program  
30 while on FMLA leave.

31                               •     Inform themselves of the effects of any prescription or non-

1 prescription medications by obtaining information from health care providers,  
2 pharmacists, medication packages and brochures, or other authoritative sources in  
3 advance of performing work duties.

4 • Notify their supervisors in advance when their use of  
5 prescription or non-prescription medications may interfere with the safe and efficient  
6 performance of duties.

7 4. Cooperation with Policy Administration

8 Employees shall:

9 • Not interfere with the administration of this Drug Policy.  
10 Examples include, but are not limited to, the following: tainting, tampering, or  
11 substitution of urine samples; falsifying information regarding the use of prescribed  
12 medications or controlled substances; or failure to cooperate with any tests outlined in  
13 this policy to determine the presence of drugs or alcohol.

14 • Provide within twenty-four (24) hours of request a current  
15 valid prescription in the employee's name for any drug or medication which the  
16 employee alleges gave rise to reasonable suspicion of being under the influence of  
17 alcohol or drugs.

18 • Respond fully and accurately to inquiries from the County's  
19 Medical Review Officer (MRO); authorize MRO contact with treating health care  
20 providers upon request.

21 • Complete any assessments or treatment programs required  
22 under this Policy.

23 • Sign a waiver upon request authorizing treatment providers  
24 to disclose confidential information necessary to verify successful completion of any  
25 assessment or treatment program required under this Policy.

26 • Disclose promptly (upon the next working day) and fully to  
27 his/her supervisor:

28 i. All drug or alcohol-related arrests, citations,  
29 convictions, guilty pleas, no contest pleas or diversions which resulted from conduct  
30 which occurred while he or she was on duty, on County property, or in a County vehicle;  
31 or



1                                   ii.     Any other violation of laws regulating use of alcohol  
2 and controlled substances which adversely affects an employee's ability to perform  
3 major job functions, specifically to include loss or limitation of driving privileges when the  
4 employee's job is identified as requiring a valid license.

5           C.     Levels of Discipline

6                   1.     The level of discipline imposed on non-probationary employees for  
7 violation of the Alcohol and Drug Policy Work Rules above or other violations resulting  
8 from the use of alcohol or drugs will be according to the provisions of Article 16,  
9 Disciplinary Action.

10                  2.     Employees will be held fully accountable for their behavior. Use of  
11 alcohol or drugs, or alcohol or drug dependency, will not mitigate the discipline imposed  
12 for rule violations, misconduct, or poor performance except as specifically provided in  
13 the section on last chance agreements below.

14                  3.     The Parties acknowledge that, all other things being equal, certain  
15 duties imply a higher standard of accountability for compliance with the requirements of  
16 this policy than others. These duties include, but are not limited to, the following:

- 17                                 •     responsibility for public safety or the safety of co-workers
- 18                                 •     handling hazardous equipment or materials
- 19                                 •     holding a Commercial Drivers License

20                  4.     In instances in which the County determines that an employee's  
21 conduct warrants termination, and the employee is diagnosed as having a chemical  
22 dependency by a Substance Abuse Professional (SAP) as provided for in "Section D"  
23 below, the County may offer the employee continued employment under the terms of a  
24 last chance agreement, an example of which is included as an attachment to this  
25 addendum.

26                   a.     Any Last Chance Agreement will include but not be limited to  
27 the following:

28                                 i.     the requirement that the employee enroll, participate  
29 in, and successfully complete a treatment program as recommended by the Substance  
30 Abuse Professional;

31                                 ii.    the right for the County to administer any number of

1 unannounced follow up drug or alcohol tests at any time during the work day for a  
2 period of two (2) years from completion of any required treatment or education program;

3 iii. the signatures of the employee's supervisor, the  
4 employee, and the employee's Union representative.

5 b. The offer of a Last Chance Agreement will not set precedent  
6 for the discipline of other employees in the future. Any discipline incorporated in a Last  
7 Chance Agreement may not be grieved under the provisions of Article 17, Settlement of  
8 Disputes.

9 D. Mandatory Assessment and Treatment

10 1. Employees who are disciplined for conduct which is related to the  
11 use of alcohol or drugs may be required to undergo assessment and to complete a  
12 program of education and/or treatment prescribed by a Substance Abuse Professional  
13 selected by the County. Employees who test positive for alcohol or controlled  
14 substances will be required to undergo assessment at the earliest opportunity,  
15 regardless of whether disciplinary action has been taken.

16 2. The County will verify employees' attendance, and that the  
17 assessment and treatment have been completed. This verification and any other  
18 information concerning alcohol and drug dependency will be treated as confidential  
19 medical information per applicable state and federal law and County Administrative  
20 Procedures.

21 3. Policy on the use of leave for assessment and treatment will be the  
22 same as for any other illness.

23 E. Return to Work Testing

24 Employees who test positive for being "under the influence" of drugs may  
25 be required to test negative before returning to work. (Note that Federal law requires  
26 CDL holders performing safety sensitive functions to undergo return to work testing after  
27 a positive alcohol or drug test.)

28 IV. Testing

29 A. Basis for Testing

30 1. All employees may be tested;

31 a. based on reasonable suspicion of being "under the

1 influence" of alcohol or prohibited drugs;

2 b. before returning to work after testing positive for being  
3 "under the influence" of alcohol or drugs;

4 c. as part of a program of unannounced follow-up testing  
5 provided for in a Last Chance Agreement.

6 2. An employee applying for a different County position will be subject  
7 to testing on the same basis, and using the same procedures and methods, as outside  
8 applicants.

9 3. Holders of Commercial Drivers Licenses shall be subject to the  
10 testing requirements of federal law, in addition to the requirements herein which apply to  
11 all employees. For example, unlike other employees, CDL holders will be subject to  
12 legally required random testing and testing following certain kinds of accidents.

13 B. Establishing Reasonable Suspicion

14 1. Definition

15 a. "Reasonable suspicion" is a set of objective and specific  
16 observations or facts which lead a supervisor to suspect that an employee is under the  
17 influence of drugs, controlled substances, or alcohol. Examples include, but are not  
18 limited to: slurred speech, alcohol on the breath, loss of balance or coordination, dilated  
19 or constricted pupils, apparent hallucinations, high absenteeism or a persistent pattern  
20 of unexplained absenteeism, erratic work performance, persistent poor judgment,  
21 difficulty concentrating, theft from office or from other persons, unexplained absences  
22 during office hours, or employee's admission of use of prohibited substances.

23 b. Lead workers who oversee day to day work activities are  
24 "supervisors" for the purposes of establishing reasonable suspicion and directing  
25 employees to be tested on that basis. This provision applies to lead workers who  
26 supervise or act as lead workers as part of their job description, (such as Corrections  
27 Records Supervisors and Maintenance Crew Leaders), as well as to those who receive  
28 premium pay under Addendum B, Lead Worker Assignment and Pay.

29 2. Supervisory training

30 The County will provide training to all supervisors on establishing  
31 reasonable suspicion and the nature of alcohol and drug dependency. Supervisors who

1 have not been trained will not have the authority to direct employees to be tested on the  
2 basis of reasonable suspicion of being under the influence.

3 3. Additional precautions

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

6 a. The supervisor shall articulate orally a summary of the  
7 specific facts which form the basis for believing that the employee is under the influence  
8 of drugs or alcohol; and

9 b. The supervisor shall provide upon request within forty eight  
10 (48) hours of the oral determination of "reasonable suspicion" a written specification of  
11 the grounds for reasonable suspicion; and

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

16 C. Testing Methodology

17 1. Testing procedures for all employees will be governed by the same  
18 standards as apply to CDL drivers under federal law. These standards include, but are  
19 not limited to, those governing sample acquisition, the chain of custody, laboratory  
20 selection, testing methods and procedures, and verification of test results.

21 2. In accordance with CDL standards, the County will contract with a  
22 medical doctor trained in toxicology to act as an MRO (Medical Review Officer). He or  
23 she will review preliminary positive test results with employees and any relevant health  
24 care providers before the results are reported to the County. Based on his or her  
25 professional judgment, he or she may change the preliminary test result to negative.  
26 The County will not be able to distinguish a test result that is negative by MRO  
27 intervention from any other negative result.

28 3. In addition to compliance with federal guidelines, the following  
29 safeguards will also be applied:

30 a. Test results will be issued by the MRO or the testing  
31 laboratory only to the investigatory or supervisory personnel designated by the County.

1 The results will be sent by certified mail or hand-delivered to the employee within three  
2 working days of receipt of results by the County.

3 b. If an employee disagrees with the results of the alcohol or  
4 drug test, the employee may request, in writing within five (5) days of receipt of test  
5 results, that the sample be re-tested at the employee's expense by the testing  
6 laboratory. The result of any such retest will be deemed final and binding and not  
7 subject to any further test. Failure to make a timely written request for a retest shall be  
8 deemed acceptance of the test results. If an employee requests a retest, any  
9 disciplinary action shall be stayed pending the results of the re-testing.

10 c. Test reports are medical records; and will be handled  
11 according to applicable state and federal law and County Administrative Procedures  
12 which insure the confidentiality of such records.

13 V. Definitions

14 A. Alcohol:

15 Ethyl alcohol and all beverages or liquids containing ethyl alcohol. Levels  
16 of alcohol present in the body will be measured using a breathalyzer test.

17 B. Controlled Substance:

18 All forms of narcotics, depressants, stimulants, analgesics, hallucinogens,  
19 and cannabis, as classified in Schedules I-V under the Federal Controlled Substances  
20 Act (21 USC § 811-812) as modified under ORS 475.035, whose sale, purchase,  
21 transfer, use, or possession is prohibited or restricted by law.

22 C. County:

23 Multnomah County, Oregon.

24 D. Drug Paraphernalia:

25 Drug paraphernalia means any and all equipment, products, and materials  
26 of any kind, as more particularly defined in ORS 475.525(2), which are or can be used  
27 in connection with the production, delivery, or use of a controlled substance as that term  
28 is defined by ORS 475.005.

29 E. Drug Test:

30 A laboratory analysis of a urine sample to determine the presence of  
31 certain prohibited drugs or their metabolites in the body.

1 F. Drugs:

2 Controlled substances, designer drugs (drug substances not approved for  
3 medical or other use by the U.S. Drug Enforcement Administration or the U.S. Food and  
4 Drug Administration), and/or over-the-counter preparations available without a  
5 prescription from a medical doctor that are capable of impairing an employee's mental  
6 or physical ability to safely, efficiently, and accurately perform work duties.

7 G. Medical Review Officer (MRO):

8 A medical doctor trained in toxicology who contracts with employers  
9 primarily to review positive preliminary drug test results with employees. The MRO  
10 determines whether or not the results are likely to have been caused by factors other  
11 than drug abuse.

12 H. On Duty:

13 The period of time during which an employee is engaged in activities  
14 which are compensable as work performed on behalf of the County, or the period of  
15 time before or after work when an employee is wearing a uniform, badge, or other  
16 insignia provided by the County, or operating a vehicle or equipment which identifies  
17 Multnomah County.

18 I. Prescription Medication:

19 A medication for which an employee is required by law to have a valid,  
20 current prescription.

21 J. Reasonable Suspicion of Being Under the Influence of Drugs or Alcohol:

22 See "Section IV. B. 1. a" above.

23 K. Substance Abuse Professional (SAP):

24 A licensed physician, or licensed or certified psychologist, social worker,  
25 employee assistance professional, or addiction counselor with knowledge of and clinical  
26 experience in the diagnosis and treatment of alcohol and controlled substance-related  
27 disorders.

28 L. Under the Influence of Alcohol:

29 See "Section II. B. 2" above.

30 M. Under the Influence of Drugs:

31 See "Section II. B. 2" above.

LAST CHANCE AGREEMENT

The following agreement is entered into between The Employer and The Employee. Failure on the part of the employee to meet the expectations below will result in the termination of his or her employment.

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. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing (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 I am 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.

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 my employment will be terminated if I fail to meet the expectations outlined in this Agreement and the letter attached.

Disciplinary Action

I understand that the disciplinary action imposed in the attached letter may not be grieved under the grievance procedure in the International Brotherhood of Painters and Allied Trades of District Council 5 of Oregon, Washington and Idaho, AFL-CIO contract.

Personal Commitment

I pledge and agree to abide by the terms of this agreement. I understand that a violation of or noncompliance with any of these terms will result in my being terminated. Further, I pledge to remain free of all illegal drugs and also not to abuse legal drugs (including alcohol). I hereby consent to the County's contacting any treatment or health care provider who may have information on my alcohol or drug dependency condition and/or compliance with the terms of this agreement and authorize the provider to furnish such information to the County.

I understand the terms and conditions of this letter. I also understand that, except as expressly stated in this agreement, my terms and conditions of employment will be determined by the County's policies and rules, and that this agreement does not guarantee me employment for any set period of time. I have had sufficient time to study it away from the work place and to consult anyone I desire about it. I sign it free of any duress or coercion. This letter will become part of my personnel file.

\_\_\_\_\_  
(Employee) (Date)

\_\_\_\_\_  
(Exempt Employee With (Date)  
Disciplinary Authority)\*\*

\_\_\_\_\_  
(Labor Representative ) (Date)

\_\_\_\_\_  
(Employee's Immediate ( Date)  
Supervisor\*\*\*) (optional)

\_\_\_\_\_  
(Multnomah County Labor Relations, if applicable\*) (Date)



- 1 Footnotes: \*Necessary only if terms of the Labor Agreement are waived or excepted.
- 2 \*\* Always necessary.
- 3 \*\*\*Optional in cases in which immediate supervisor does not have termination authority.

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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 04-158**

Approving the 2004-2007 Labor Agreement Between Multnomah County and the International Union of Painters and Allied Trades District Council 5, Local Union 1094 AFL-CIO

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

- a. The labor agreement between Multnomah County and the International Union of Painters and Allied Trades District Council 5, Local 1094 AFL-CIO expired on June 30, 2004. Representatives of Multnomah County and Local 1094 completed bargaining for a successor labor agreement effective July 1, 2004 - June 30, 2007.
- b. The successor labor agreement was negotiated pursuant to ORS 243.650-243.782.

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

1. The Labor Agreement between Multnomah County and the International Union of Painters and Allied Trades District Council 5, Local 1094 is approved with an effective date of July 1, 2004.

ADOPTED this 28th day of October, 2004.

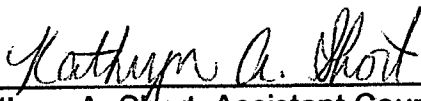


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Kathryn A. Short, Assistant County Attorney

IN WITNESS WHEREOF, the Parties hereto have set their hands this 28th day of October, 2004.

INTERNATIONAL UNION OF  
PAINTERS AND ALLIED TRADES  
LOCAL 1094, DISTRICT COUNCIL 5  
OF OREGON, WASHINGTON AND  
IDAHO, AFL-CIO

\_\_\_\_\_  
Scott H. Clark  
Business Representative  
International Union of Painters and  
Allied Trades, D.C. 5

NEGOTIATED BY:

\_\_\_\_\_  
By: Jim Younger, HR Manager

MULTNOMAH COUNTY, OREGON  
BOARD OF COMMISSIONERS:

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

\_\_\_\_\_  
Maria Rojo de Steffey,  
Commissioner, District 1

\_\_\_\_\_  
Serena Cruz,  
Commissioner, District 2

\_\_\_\_\_  
Lisa Naito,  
Commissioner, District 3

\_\_\_\_\_  
Lonnie Roberts,  
Commissioner, District 4

REVIEWED:

Agnes Sowle, County Attorney  
For Multnomah County, Oregon

\_\_\_\_\_  
By: Kathryn A. Short  
Assistant County Attorney



## AGENDA PLACEMENT REQUEST

**BUD MOD #:**

APPROVED: MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-7 DATE 10-28-04  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only:

Meeting Date: **October 28, 2004**  
Agenda Item #: **R-7**  
Est. Start Time: **10:25 AM**  
Date Submitted: **10/19/04**

**Requested Date:** October 28, 2004

**Time Requested:** 5 minutes

**Department:** DCHS

**Division:** MHASD

**Contact/s:** Traci Goff

**Phone:** 503-988-5464

**Ext.:** 28409

**I/O Address:** 166/6

**Presenters:** Larry Langdon, Wayne Scott, Deena Corso, and Traci Goff

**Agenda Title:** Notice of Intent to Apply for Safe and Drug Free Schools Project Grant

→ **Note: An exception to the Agenda Review Team's four-week review period is requested to minimize the delay in submitting the application by due date.** ←

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.  
For all other submissions, provide clearly written title.**

**1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Mental Health and Addiction Services Division, Department of County Human Services is requesting approval to submit a proposal to the Oregon Department of Human Services. The Department of County Human Services recommends that this request be approved.

**2. Please provide sufficient background information for the Board and the public to understand this issue.**

The Safe and Drug-Free Schools and Communities Act (SDFSCA) is a central part of the Federal Government's effort to encourage safe and drug-free learning environments that support student academic achievement. Funded projects provide support for school- and community-based programs to help our Nation's communities prevent alcohol and other drug use, as well as youth violence. Therefore, to implement the Safe and Drug-Free Schools and Communities Act in Oregon, the Oregon Department of Human

Services will fund projects that implement drug and violence prevention, youth-targeted activities at a county or tribal level. These projects must be activities that complement and support local educational agency activities under section 4115 of the Safe and Drug-Free Schools and Communities Act, including developing and implementing activities to prevent and reduce violence associated with prejudice and intolerance. Specifically, grant funds are intended to implement drug and violence prevention activities and priority will be given to proposals that prevent illegal drug use and violence for:

- (A) Children and youth who are not normally served by State educational agencies or local educational agencies; or
- (B) Populations that need special services or additional resources (such as youth in juvenile detention facilities, runaway or homeless children and youth, pregnant and parenting teenagers, and school dropouts).

Therefore, the joint DCHS-DCJ project will support DCJ's Early Intervention Unit by funding a mental health consultant (a new position) and support services to provide evidence based, best-practice family therapy to families of children at high risk of out-of-home placement and who cannot receive needed services elsewhere. Evidence-based, best-practice family therapy was chosen as the prevention model because it was identified as a best practice by the Center for Substance Abuse Prevention, shown to be cost effective by the Washington State Institute for Public Policy, and demonstrated effective in local DCJ evaluations.

**3. Explain the fiscal impact (current year and ongoing).**

**NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.**

**If grant application/notice of intent, explain:**

- ❖ **Who is the granting agency?** The granting agency is the Oregon Department of Human Services.
- ❖ **Specify grant requirements and goals.** The grant requires that the project include a plan to disseminate information about drug and violence prevention and meaningful and ongoing consultation with and input from parents in the development of the application and administration of the program or activity. The project must also be based on:
  - An assessment of objective data regarding the incidence of violence and illegal drug use in the elementary schools, secondary schools and communities to be served.
  - An established set of performance measures aimed at ensuring that the elementary schools, secondary schools and communities to be served have a safe, orderly, and drug-free learning environment.
  - Scientifically based research demonstrating that the program to be used will reduce violence and illegal drug use.
  - An analysis of the data reasonably available at the time, of the prevalence of risk factors, including high or increasing rates of reported cases of child abuse and domestic violence; protective factors, buffers, assets; or other variables identified through scientifically based research that occur in schools and communities.

- ❖ **Explain grant-funding detail – is this a one time only or long term commitment?** This is a one-time only grant and it does not have a fiscal match requirement. DCHS will be requesting \$200,000 (\$100,000 per year for two years) for its project.
- ❖ **What are the estimated filing timelines?** The proposal is due by 2:00 p.m., Monday, November 15, 2004.
- ❖ **If a grant, what period does the grant cover?** The grant would be for a two-year period. It would start on July 1, 2005 and end on June 30, 2007.
- ❖ **When the grant expires, what are funding plans?** The project will end at the end of the grant period. However, both DCHS and DCJ feel that there is a high probability that state funds will become available, through a non-grant basis, to continue the support of this project. However, at the end of the project, the County will have valuable data about the project's drug and violence prevention activities and their effectiveness and DCJ will take this information into consideration when making future allocations. This information can be also be used to seek state or other federal funding.
- ❖ **How will the county indirect and departmental overhead costs be covered?** The funder will only allow a rate of 3% for indirect costs. However, this amount will be built into the project's budget and the remaining overhead costs will be covered through existing DCHS and DCJ funds as in-kind support.

**4. Explain any legal and/or policy issues involved.**

There are no legal and/or policy issues involved that relate to the County.

**5. Explain any citizen and/or other government participation that has or will take place.**

This proposal is being developed collaboratively between the Mental Health and Addiction Services Division, Department of County Human Services, and the Department of Community Justice. As the Community Mental Health Program for Multnomah County, DCHS will act as the lead agency and will submit the proposal.

**Required Signatures:**

**Department/Agency Director:** \_\_\_\_\_

**Date:** 10/11/04

**Budget Analyst**

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

**Date:** 10/18/04

**Dept/Countywide HR**

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

**Date:**

**Design Team Mid-Year Process 2005**  
**MULTNOMAH COUNTY OREGON**

10/26/2004

9:30 a.m. – 11:45 a.m.

1:15 to 4:00 pm

Boardroom



10/28/04

10:30 a.m. – 12:30 p.m.

Boardroom

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**Agenda BCC Briefing**

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1. Opening Comments – Diane Linn (5 min)
2. Where We Left Off (10/14/04) and What We've Been Doing - Serena Cruz (5 min)
  - a. Review of the Work Plan
    - i. Step 1 - Confirm Fiscal Parameters (9/14/04) **DONE!**
    - ii. Step 2 - Identify Priorities of Government – the Overarching Priorities that Citizens expect from their County Government (9/30) **DONE!**
    - iii. Step 3 - Build Cause and Effect Strategy Maps for each Priority Area (10/14) **DONE!**
    - iv. **Step 4 - Link Existing Programs to Outcomes and Strategy Maps (10/26)**
    - v. **Step 5 - Program Options (10/26)**
    - vi. **Step 6 - Prepare Board to Rank Programs within Priority Areas (10/26)**
    - vii. Step 7 - Rank the Programs in Each Priority Area (11/5)
    - viii. Step 8 - Decide What Programs will be funded and at What Level for the Remainder of the Fiscal Year (12/2) if Repeal Passes
3. Overview of Today's Worksession (10/26) and Thursday's Worksession (10/28) – Dave Boyer, PSG (5 min)
4. Training on the Ranking Tool - PSG
5. Explanation of Program Assignments to Priorities – Mike Jaspin (10 min)
6. 10:35 a.m. -11:50 p.m. Presentations by Priority Team Leads, Q&A w/ Teams/Depts.
  - I want all children in Multnomah County to succeed in school (Education Team – Pam Mindt) 10:35 a.m. - 11:45 a.m.

Associated Departments – CCFC, DCHS, Health, Library, OSCP, Sheriff

11:45 a.m. - 1:15 p.m. Break for Lunch

1:15 p.m. – 4:00 p.m. Presentation by Priority Team Leads, Q & A w/  
Teams/ Depts.

- I want all Multnomah County residents and their families to have their basic living needs met (Safety Net Team – Wanda Yantis) 1:15 p.m.- 2:30 p.m.

Associated Departments – CCFC, Community Services, DCHS, DCJ, District Attorney, Health, Non-County Agencies, OSCP, SIP

2:30 p.m. – 2:45 p.m. Break

- I want to feel safe at home, work, school, and at play (Safety Team – Carol Ford) 2:45 p.m. - 4:00 p.m.

Associated Departments – Community Services, County Business Services, DCHS, DCJ, District Attorney, Health, Independent County Agencies, OSCP, Sheriff

6. Next Steps, adjourn

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## **Agenda BCC Briefing**

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Agenda for Thursday, 10/28 Worksession

1. 10:30 p.m. – 12:30 p.m. Presentations by Priority Team Leads, Q&A w/  
Teams/Depts.

- I want my government to be accountable at every level (Accountability Team – Gary Oxman) 10:30 a.m. – 11:15 a.m.

Associated Departments – Auditor, CCFC, Community Services, County Business Services, DCHS, DCJ, Elected Commissioners, Finance, Budget & Tax, Health, Independent County Agencies, Library, Non-County Agencies, Sheriff

- I want Multnomah County to have a thriving economy (Thriving Economy Team – Consuelo Saragoza) 11:15 a.m. – 11:50 a.m.

Associated Departments – Community Services, County Business Services, Finance, Budget & Tax, Health, SIP

- I want to have clean, healthy neighborhoods with a vibrant sense of community (Vibrant Community Team – Mindy Harris) 11:50 a.m. - 12:30 p.m.

Associated Departments – Community Services, County Business Services, District Attorney, Finance, Budget & Tax, Health, Independent County Agencies, Library, Non-County Agencies,

#### 4. Next Steps – Diane Linn and Serena Cruz, PSG



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Form Instructions

- For **HELP** on some of the form fields Press the **F1** key.
- Tab from each field for efficiency and to allow automatic formatting.
- To enable Spell Check go to View/Toolbars and select "Spell-Check". A button will appear titled "Spell Check the Form". This will spell check the APR. *Note: Macros must be enabled.*

#### Board Clerk Use Only

Meeting Date:	10/28/04
Agenda Item #:	B-4
Est. Start Time:	10:30 AM
Date Submitted:	10/19/04

**Agenda Title:** Board Briefing: Update on Budget Priority Setting Process

*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.*

<b>Date Requested:</b>	October 28, 2004	<b>Time Requested:</b>	2 hours (if needed)
<b>Department:</b>	DBCS-Finance, Budget, & Tax	<b>Division:</b>	Budget Office
<b>Contact(s):</b>	Karyne Dargan, Dave Boyer		
<b>Phone:</b>	503-988-3312	<b>Ext.</b>	22457
<b>I/O Address:</b>	503/5/531		
<b>Presenter(s):</b>	Dave Boyer, Karyne Dargan, Mark Campbell, Public Strategies Group		

### General Information

#### 1. What action are you requesting from the Board?

The Budget Office is requesting 2 hours, if needed, to continue the Board briefing on the activities of the Priority-Based Budget exercise to date. The Board will continue to review the contents of "priority packets," and clarify content of programs and options that will be included in the ranking exercise.

#### 2. Please provide sufficient background information for the Board and the public to understand this issue.

The County is in the process of designing a different way of preparing its annual budget. It wants to assure that it delivers results that matter most to citizens at the price citizens are willing to pay. In completing this budget priority-setting process, the County also wants to prepare itself to set priorities and purchase results in 2006 and beyond, and to be prepared for the budget reductions that will be required if the ITAX is repealed in November.

This will not be a traditional budget balancing exercise. The County desires to pursue a process that answers the question "With the money we have, how can we best purchase the results that matter most to our citizens." The focus will be on what to keep, not on what to cut. The County has hired the Public Strategies Group (PSG) to facilitate the development of a mid-year budget adjustment to be adopted by the Board of County Commissioners in the event that the ITAX is repealed.

The Board began its review of priority packets, program options, and existing County programs on Tuesday, October 26<sup>th</sup>.

**3. Explain the fiscal impact (current year and ongoing).**

N/A—briefing only.

**4. Explain any legal and/or policy issues involved.**

N/A—briefing only.

**5. Explain any citizen and/or other government participation that has or will take place.**

The budget priority-setting process will include significant public participation. Two community forums have been held to date, and additional public hearings and community forums have been scheduled at various times during the upcoming months. Additionally, a public survey is available at <http://www.co.multnomah.or.us/>.



# ATTACHMENT A

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## Budget Modification

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If the request is a **Budget Modification**, please answer **all** of the following in detail:

- What revenue is being changed and why?
- What budgets are increased/decreased?
- What do the changes accomplish?
- Do any personnel actions result from this budget modification? Explain.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?
- Is the revenue one-time-only in nature?
- If a grant, what period does the grant cover?
- If a grant, when the grant expires, what are funding plans?

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## Contingency Request

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If the request is a **Contingency Request**, please answer **all** of the following in detail:

- Why was the expenditure not included in the annual budget process?
- What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- Why are no other department/agency fund sources available?
- Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- Has this request been made before? When? What was the outcome?

*NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.*

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## **Grant Application/Notice of Intent**

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**If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:**

- Who is the granting agency?
- Specify grant requirements and goals.
- Explain grant funding detail – is this a one time only or long term commitment?
- What are the estimated filing timelines?
- If a grant, what period does the grant cover?
- When the grant expires, what are funding plans?
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?

## ATTACHMENT B

### BUDGET MODIFICATION:

### Required Signatures

Department/  
Agency Director:

*David G. Boyer*

Date: 10/18/04

Budget Analyst:

*Debra*

Date: 10/18/04

Department HR:

Date:

Countywide HR:

Date:

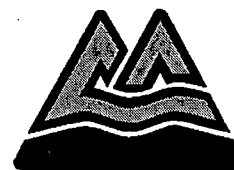
**Design Team Mid-Year Process 2005**  
**MULTNOMAH COUNTY OREGON**

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6. Next Steps, adjourn

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## **Agenda BCC Briefing**

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Associated Departments – Community Services, County Business Services, District Attorney, Finance, Budget & Tax, Health, Independent County Agencies, Library, Non-County Agencies,

#### 4. Next Steps – Diane Linn and Serena Cruz, PSG

# Education Strategy Mapping

**PRIORITY:** I want all children in Multnomah County to succeed in school.

I want all children in Multnomah County to succeed in school.



## Bridging Gaps & Barriers

### Provide Minimum Schooling "The Three R's" (2nd)

- H Leadership/Principal
- H Competent Teachers
- H Diverse classrooms
- M All students have access to a rigorous and relevant curriculum
- M Buildings, books, and teaching materials
- M Safe school environment
- L Reasonable classroom size
- w Teachers reflective of population

### Ensuring & Developing Success (3rd)

- H Broad range of academic offerings (journalism, art, drama, etc.)
- H Caring, committed staff
- M Community involvement (Business, Non-profits, Government, Faith Communities)
- M Advanced learning opportunities
- M Extracurricular activities
- M Schools that allow for parental input, involvement and investment
- L Access to information
- w Vocational & technical training

Thinking Economy

## Bridging Gaps & Barriers

Specialized services for populations/individuals facing additional challenges to success-

- Addictions
- Cultural
- Disability
- Lack of parental/adult participation/support
- Language
- No alternative learning options
- School able to meet student at their learning level "Ready School"
- Students from migrant families
- Students w/kids
- Students who have dropped out
- Schools & support systems operating in isolation
- Students moving to other schools
- Transitions
- Transportation
- Unsafe environment outside of school

### Attendance

## Bridging Gaps & Barriers

### Prepared to Learn at All Ages (1st)

Ready Parents/  
Caregivers

- H Basic Needs (food, shelter, clothing)
- M Physical Health
- M Mental Health (social & emotional well being)
- L Language & Literacy
- w Cognition & Learning Approach

## Indicators

1. Percentage of entering kindergarten students who meet specific developmental standards for their age.
2. Percentage of growth in school mastery (data de-aggregated based on demographic) as measured by standardized testing.
3. Percentage of the cohort of ninth grade students who complete school (based on the synthetic drop out rate.)



Safety Net

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## Education Strategy Mapping

**PRIORITY:** I want all children in Multnomah County to succeed in school.

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### Mid-Year Process 2005 Strategy Mapping Narrative MULTNOMAH COUNTY OREGON

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#### Education Team:

Wendy Lear, Health Department  
Lillian Shirley, Health Department  
Michael Jaspin, Budget Office  
Robin Mack, Office of School and Community Partnerships  
Tanya McGee, Department of County Human Services (Facilitator)  
Pam Mindt, Department of Community Justice (Team Leader)

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**Priority – Result to be realized, as expressed by citizens:** I want all children in Multnomah County to succeed in school.

#### Indicators of Success – How the County will know if progress is being made

- Percentage of entering kindergarten students who meet specific developmental standards for their age

Currently these assessments are voluntary. In order to determine whether kindergarten students are developmentally ready, identify any gaps and barriers that may inhibit all children entering kindergarten from being prepared to learn, it is recommended that these assessments be mandatory and conducted annually.

- Percentage of growth in school mastery (data de-aggregated based on demographics) as measured by standardized testing

This indicator is proposed as an alternate to the Design Team's indicator a years worth of learning. Currently students are tested at grades 3, 8 and 10. These tests are used to determine individual student's mastery of a specific subject. These results are also used to benchmark a school's performance. The proposed indicator would measure the change in performance between the grades tested and provide a better indicator of school's impact on performance.

- Percentage of the cohort of ninth grade students who complete school (based on the synthetic drop out rate)

This indicator is proposed as an alternate to the Design Team's, percentage of school completion that measures the number of students who began 12<sup>th</sup> grade and completed it the same year. The proposed indicator provides the percentage of school completion based on the number of students entering in the ninth grade together. This data could also be de-aggregated based on demographics. This data is currently compiled by the each school and reported to the State Board of Education. Data for Oregon is showing that the highest number of students drop out between 9<sup>th</sup> and 10<sup>th</sup> grade, so this measure will capture this as well as the overall high school completion rate.

When using these indicators it is important that a baseline be established and that the last two indicators are evaluated together. The information provided by these measures



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## **Education Strategy Mapping**

**PRIORITY:** I want all children in Multnomah County to succeed in school.

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will be more compelling and provide a more accurate picture of what is occurring for individual students within a specific educational setting.

Education is defined as a system that teaches and instructs. The system includes students being served by their families, caregivers, schools, communities, government, health care providers, and other interested/invested individuals. Those within the system are united by the belief that **all** children/youth are one of our most valuable resources. In order to better serve all children/youth the educational system must adapt and respond to the individual needs of a diverse student population. Thus, school districts, principals, teachers, and staff must be able demonstrate the ability to differentiate their instruction and the school experience to this varied population. Three key components to a student's educational experience that must be present in order to facilitate success as identified in research and in focus groups with youth. The components are **rigorous** curriculum that is **relevant** to the student and taught in an environment where **relationships** between adults and students are encouraged and supported.

### **Strategy Mapping – Focused choices to realize results:**

The attached map outlines strategies for three factors that the Education Team believes will result in "all children in Multnomah County succeeding in school" (in priority order):

1. Prepared to Learn at All Ages
2. Provide Minimum Schooling
3. Ensuring and Developing Success

In addition, the map includes barriers and gaps within the system that may inhibit and/or prohibit a student's success. When considering education one must be mindful of these gaps/barriers and provide a means for students to overcome them.

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## **Education Strategy Mapping**

**PRIORITY:** I want all children in Multnomah County to succeed in school.

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### **Evidence – Proven or promising practice:**

#### **Prepared to Learn At All Ages**

Experts and research agrees that preparing students to learn is the most crucial factor in the success of all students in Multnomah County. A child/youth's readiness to learn is multi-dimensional and the importance of the causal factors change based on the age of the student. However, one factor, **"ready parents (caregivers)", is ranked high throughout the student's school experience.** Ready parents (caregivers) as defined in the report, Children's Readiness to Learn: Strategies for Improvement, are parents who are "knowledgeable about the importance of their role in child development and parents are supported in their efforts to provide their children with responsive, consistent, and nurturing care, appropriate stimulation and safe/stable environment."

While recognizing the importance of language and literacy, a child entering school who is unable to see the chalkboard or hear the teacher must have their physical needs addressed first before they can become proficient in understanding instructions and learning to read. Once a child is physically ready it is imperative that the child learn to read at grade level by third grade. Research shows that it is increasingly more difficult to children to make up for lost learning after the third grade.

#### **Provide Minimum Schooling**

Minimum schooling provides for the three fundamentals in education. Reading, writing, and arithmetic are the identified cornerstones of all students educational experience. Over the years, research has been conducted on factors that contribute and detract from the learning experience. The research on classroom size is inconclusive except for its importance in a child's early school experience. Reasonable classroom size is most critical for grades K – 3. Research revealed that students who were in smaller classrooms during those years fared better in larger classrooms later on in their school experience than those who had always been in larger classrooms. In the report, What Children and Youth Need to Succeed in their Education, the authors state that size reductions "do alter the environment and can set the stage for other modifications that can impact student learning, but only if qualified, committed teachers and administrators can seize the opportunity to teach and assess differently." Furthermore, a review of the research indicated, "While smaller classes can affect student learning, effects are more pronounced when other factors are met:

- Adequate supply of good teachers;
- Sufficient classroom space;
- Representative mix of students in each class; and
- Teacher access to adequate material and supplies."

When reviewing the literature and in discussions with the experts, all believed that the principal and teacher are crucial to all children succeeding. In addition, most experts believed that having teachers who are committed and caring coupled with the ability to

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## **Education Strategy Mapping**

**PRIORITY:** I want all children in Multnomah County to succeed in school.

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teach subject matter to a wide range of students was more important than having a teacher that was reflective of the student population. The skills of conducting ongoing assessments of individual students and then creating an individual learning experience based on these assessments were seen as invaluable to both the success of individual students and in creating an environment that is responsive to student ability.

### **Ensuring and Developing Success**

One cannot stop the aging process. Children grow into adolescents who grow into adults. Students do grow up and move on. Schools must partner with parents and be supportive of these developmental changes. Schools cannot do this alone and must reach out to members of the community to provide an environment that is responsive to all students. The importance of providing opportunities for students to connect and establish relationships with adults is a critical element in the student's life. In addition, youth report that having both an opportunity to contribute to the community and high expectations of them by adults is important to their success.

Assisting youth to succeed both in school and upon completion of school requires a broad range of academic offerings and advanced learning opportunities. Challenging the student throughout the academic experience reinforces the notion of success. Offering a range of classes provides the student with the opportunity to experience a wide spectrum of life and plants the seeds to the range of possibilities that await them as they complete their high school experience.

Students who are prepared to learn is the first step to all children succeeding in schools. Throughout the child's educational experience a ready parent/caregiver is critical. The child's parent/caregiver must partner with the school and the community to create ways to engage and excite students to stay in school. Through this partnership the child must have access to a **rigorous** and **relevant** curriculum. Adults in the life of a student must have expectations of individual success and promote positive **relationships** with students.

### **Bridging Gaps and Barriers**

Preparing students to learn, providing minimum schooling, and ensuring and developing success are universal to all students. Access to these factors is critical and at times may be difficult for individual students. Events occur that may inhibit or prohibit a student's access. Health problems, economic conditions, language barriers, transportation issues, family concerns, etc may interrupt the student's educational experience. As a result, families, schools, and communities must work together to support these students and address the barriers. If left unattended, quite often these students either become victims or perpetrators of crime. As a result, these students become less likely to gain access to succeed in school and risk being forgotten or labeled by the larger community. No child left behind means just that...no child left behind.

## Education Strategy Mapping

**PRIORITY:** I want all children in Multnomah County to succeed in school.

### Program Subset

Dept or Agency	Program Name	Program Description
CCFC	Early Childhood Framework	Leads the CCFC's efforts to help families with children under eight thrive.
DCHS	Mental Health System of Care for Families -Young Children	Early Childhood serves children through age six and their families by providing early screening and intervention and referring them to existing providers to increase the utilization of mental health resources.
DCHS	Mental Health System of Care for Families -School Based MH	School-Based Health Care serves children and their families, providing outreach, pretreatment screening, referral, some treatment, and consultations.
Health	Students Today Aren't Ready for Sex (STARS)	Helps young people explore the sexual pressures they face, develop skills to assess their risk & how choices will affect their future, learn how to say no effectively, & gain confidence & ability to take control of their lives.
Health	Healthy Birth and Early Childhood Initiatives	Reduce disparities in perinatal health among African American and Hispanic women in Northeast Portland and for women experiencing family violence.
Health	Maternity Case Management and Babies First (OLDS Model)	Supports home visits and classes to address the health needs of high/at-risk pregnant & postpartum women, infants and children, who are poor or without insurance resources.
Health	Healthy Start & Connections	Services for first time parents, including teen parents, Welcome Baby hospital visits, home visits, & parent support services provided by community agencies.
Health	School-Based Health Centers	Age-appropriate, culturally competent primary health care to ensure readiness to learn, healthy lifestyle choices, to reduce the incidence of risk behaviors contributing to teen pregnancy & to improve attendance by providing services in the schools.
Health	The Women, Infants and Children's (WIC) Program	Supplemental nutrition program provides health and nutrition screening, nutrition education, vouchers for nutritious foods and referral to services to low-income pregnant and postpartum women and young children.
Health	Children's Assessment Services	Children's Assessment Service provides comprehensive physical examinations for children who are in custody of the Department of Human Services for child abuse or neglect.
Library	Youth Outreach	Serves children from birth through grade 12 through Early Childhood Resources, School Corps, Books 2 U, and Juvenile Justice Outreach; also oversees the coordination of services to Spanish speakers.
Library	Central Library Sections	Provides library materials and reference services in the following areas: Humanities, Periodicals, Science & Business, Children's Library and Popular Library; backs up branch reference and information services.

## Education Strategy Mapping

**PRIORITY:** I want all children in Multnomah County to succeed in school.

Dept or Agency	Program Name	Program Description
Library	Central Library General Reference	Provides general reference services to all users by phone and online; provides library materials through interlibrary loan.
Library	Regional Libraries	Four large libraries: Gresham and Midland provide services to residents of east and central Mult Cty similar to those provided at the Central Library; Hillsdale and Hollywood serve two densely populated areas.
Library	Other Branch Libraries	Twelve library branches loan books and other materials; assist patrons in using library collections; provide programs for children; provide access to information, materials and homework help through computer access.
Mandated Payments	County School Fund	Accounts for the County's share of the money received from the sale of timber cut on Federal forest reserves in the County.
OSCP	Early Childhood Services	Early childhood services include parent education, child development, in-home childcare providers support, and I&R for families seeking childcare resources.
OSCP	Homeless Families	Includes transitional housing and services for homeless families and pregnant/parenting teens; and short-term shelter/services for homeless families during cold-weather months.
OSCP	Non-Downtown Homeless Youth	Includes Runaway Youth Shelter for runaway youth and youth at-risk of running away; 24/7 crisis line for runaway youth providing I&R, crisis counseling, and access to services; and transitional housing for girls.
OSCP	Delinquency Prevention	Services to youth who are exhibiting multiple or severe risk factors linked to juvenile crime, primarily gang involvement.
OSCP	SAPF - Full Service Schools - Touchstone	Touchstone is a school-based family support program for high-risk students and their families delivered by OSCP specialists who provide case management; crisis intervention; MH/A&D screening; and other client services.
OSCP	SAPF - Parent Child Development	Parent-Child Development Services provide age-appropriate services to parents and children, from birth to age five, to promote healthy development, positive parenting, and school readiness.
OSCP	SAPF - Alcohol, Tobacco and Other Drug Services	ATOD service providers work closely with other SAPF providers to conduct screening, assessment, and limited treatment for youth at risk of alcohol, tobacco, and other drug abuse.
OSCP	SAPF - Technical Assistance for Gender-Specific Services to Girls	Enhances SAPF service providers' ability to deliver relevant services to girls through training, consultation, and connection with volunteers.
OSCP	SAPF - Technical Assistance and Direct Services for Sexual Minority Youth	This program intersects with SAPF on two levels: training for staff to better serve youth who identify themselves as a sexual minority, and providing support services directly to sexual minority youth.

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## Education Strategy Mapping

**PRIORITY:** I want all children in Multnomah County to succeed in school.

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Dept or Agency	Program Name	Program Description
OSCP	SAPF - Full Service Schools - Community Schools	At 46 sites services include extended day (e.g.. academic support) activities; family engagement; parent organizing; individual/group support; community/business involvement; service integration; and site management.
OSCP	SAPF - Social & Support Services for Educational Success	To support students in their academic achievement including culturally specific and regional Case Management; Academic Support; Gender Specific Services; Family Engagement; and Support/Skill Building Groups.
OSCP	SAPF - School Attendance Initiative	Works with youth (K-8th grade) and families who experience difficulties in attending school. Staff provide outreach; case brokerage; attendance monitoring; and referral to community services.
Sheriff	Patrol - School Resource Officer (SRO)	Patrol officers at County Schools located within the unincorporated areas of Multnomah County.

**Program Discussion:** Many of the programs within the Education priority had recently undergone program design changes, i.e. School Age Policy Framework and School Based Mental Health. As a result, outcome data regarding the effectiveness of these services within their new framework/design was not readily available. However, some programs had been in existence for a period of years, i.e. School Attendance Initiative, Touchstone, etc, and their outcomes were reviewed. Team members were concerned about the continued reduction of certain programs that supported student's success in school. For example, several experts sighted attendance as a critical bearer to school success. Attendance was also noted to be a particular problem in Oregon and Multnomah County, when compared nationally, yet the School Attendance Initiative, which is an effective tool in engaging students, has experienced yearly program reductions. As a result, the availability of services has been limited and the number of students it serves has been reduced. This reduction may result in more students falling through the cracks and dropping out of school. Given more time, the team would have reviewed alternatives to increase the funding of programs that support the attainment of all student's in Multnomah County succeeding in school.

When discussing school-based mental health, the Team sought additional information regarding the recent program service delivery design changes. It is recommended that the Board request this information.

**All Multnomah County residents and their families are able to meet their basic living needs**

## Interwoven Strategies:

improve **HEALTH\***

increase Access to Stable, Affordable, Decent Housing

increase Economic Independence

## Stairway Of Needs And Resources



### Address Chronic, Complex Health Needs

#### Crisis Response Availability

Prescription Medications

Addiction and Mental Health Treatment

Protection from Victimization

#### Housing Linked to Services

Maintain Existing Housing

Support for People with Disabilities or Other Barriers to Employment

Assisted and Specialized Transportation

### Maternal and Child Health

#### Parenting Skills and Knowledge

Parent Involvement in Children's Schooling

Clean Sober, Law Abiding Parents

Consistent Caregivers

Family Planning

Child & Elder Care

Social Network

#### Increase Permanent Affordable Family Housing

Child Care Availability

### Increase Access to Health Coverage

#### Easy Access to Information and Resources

Adequate, Nutritious Food Supply

Abuse and Neglect Prevention

Reduce Environmental Risk

Healthy Behaviors

Reduce Violence

Availability of Affordable Housing

#### Living Wage and Benefits

#### Education and Job Training

Ability to Develop Assets and Savings

Transportation



High  
Most Vulnerable  
Families  
Community  
Low

### Indicators:

- Percentage of residents with incomes at or above 185% of the federal poverty level
- Percentage of residents with incomes at or below 185% of the federal poverty level who pay no more than 30% of income for housing and utilities
- Leading health indicator goals of healthy people 2010 plus mental health clients who improve their level of functioning

*\*HEALTH is broadly defined including Behavioral Health, Physical Health, Mental Health, Dental Health, Environmental Health and Freedom from Addictions.*



## **Mid-Year Process 2005 Narrative MULTNOMAH COUNTY OREGON**

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### **Safety Net Team:**

Joanne Fuller, Wendy Lebow, Julie Neburka, Judy Schaffer, Nancy Wilton, David Koch (Facilitator), Wanda Yantis (Team Leader)

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### **I. Priority – *Result to be realized, as expressed by citizens***

**All Multnomah County residents and their families are able to meet their basic living needs.**

The fundamental premise of this priority is that residents and their families are able to meet their basic living needs, and that the county has a specific role assisting residents in this regard. Not surprisingly, three elements emerged as central to the definition of “basic living needs.” These are health care, shelter, and the income to obtain these. Three assumptions guided development of our key strategies:

- We discussed Health Care in very broad terms. Our definition includes environmental health, physical health, dental health, behavioral and mental health, and freedom from addictions.
- There is a certain constant percentage of the county’s population who are, and will remain, vulnerable. These “most vulnerable” residents require ongoing, well-integrated community support to ensure their basic living needs are met. This population includes the frail elderly, developmentally disabled, chronically mentally ill, physically and mentally disabled, and anyone who experiences a major life crisis requiring intensive assistance. Vulnerable county residents and their families need more intensive supports and access to a wide array of services, many on a permanent basis. In addition to the “most vulnerable” population, there is recognition that the county has a responsibility to assist the general population – especially families – in meeting their basic living needs.
- We believe public social investments are necessary and contribute to healthy and successful families. These investments, such as early intervention and prevention activities with youth and families yield significant system savings. For example, every dollar invested in effective early childhood programming returns over \$8 in benefits to the program participants and society as a whole. According to research studies, absent necessary interventions during early childhood years, some children are more likely to drop out of school, require welfare benefits, and commit crime.



## II. Indicators of Success – *How the County will know if progress is being made on the result?*

The Safety Net Team's three "marquee indicators" are:

**1. *Percentage of residents with incomes at or above 185% of the Federal Poverty Level***

This indicator was modified slightly to establish an income standard consistent with federal guidelines and at least approaching what might be considered a living wage.

**2. *Percentage of residents with incomes at or below 185% of the Federal Poverty Level who pay no more than 30% of income for housing and utilities.***

The indicator is similar to the original though modified to capture reasonable costs for housing and utilities in relation to an established income index.

**3. *Leading Health Indicator goals of "Healthy People 2010" plus mental health clients who improve their level of functioning.***

This indicator was modified slightly to incorporate the broad range of indicators contained in the above-referenced document, and to include an indicator of mental health.

The fourth indicator contained in the Design Team recommendations – Perception of whether basic living needs are being met (self/others) – was dropped as each team was allowed only three indicators, and the first three are deemed stronger measures by the Safety Net Team.

While the above vary slightly from the indicators developed by the Design Team, we believe the desired intent remains consistent with that of the originals. These modified indicators were chosen because they: 1) are readily measurable; 2) contain data elements currently collected by the county; 3) allow comparison with other jurisdictions; 4) were consistently cited by experts and referenced in material we reviewed; and 5) are recognized as accepted national standards in the health and social service fields.

## III. Map of key factors – *"Cause-effect map of factors that influence/ produce the result"*

Our strategy map (attached) has been modified over the course of our deliberations to better represent several things we think are most important:

- Our safety net strategies are ***interwoven***: each supports the other for the best outcomes.
- There is a ***stairway of needs and resources***: individuals may ascend or descend the stairs according to their need at any given time.
- The safety net's ***highest priority***—and our greatest expense—is care for our community's most vulnerable members.

#### **IV. Strategy Map Narrative— Focused choices to realize results**

- 1. Improve HEALTH*
- 2. Increase Access To Stable, Affordable and Decent Housing*
- 3. Increase Economic Independence*

Information gleaned from a variety of experts and research sources illuminated numerous themes. Support for these themes was quite consistent across multiple bases of evidence. One striking example is the critical necessity of stable/affordable housing. Time and again, commentary from the experts illustrated the interconnectedness of each defining element of basic living needs (food, shelter, health and source of income), and how interdependent these are. This is especially true from the standpoint of leveraging service delivery (through fiscal and program coordination), and thus maximizing benefits in relation to the investment of scarce county resources.

#### **V. Evidence – Proven or promising practice. State evidence supporting your strategies, not just list of experts.**

An extraordinarily high congruency of trends and consistency of factors was revealed in our discussions with experts, and was confirmed through literature review.

The group used several sources of information to formulate our strategy maps, and evaluate the proposed success indicators. Over a period of several days we heard from a host of experts ranging from non-profit and private sector service providers, educators, CBAC teams, and city/county/state officials, on a multitude of topics. Subject areas included: health care; transportation; living wage; mental health; alcohol and drug abuse/treatment; developmental disabilities; population trends and demographics; housing and homelessness; child welfare and poverty; child/elder care; aging; and economic development. Other methods of obtaining information and perspective included: discussions between Safety Net Team members and community members and colleagues; knowledge and professional judgment of Team members; and input from the PSG consulting group. Evidence supporting our strategies is listed below.

- Short-term rental assistance to prevent homelessness.
- Having a system of services that are integrated and comprehensive – some call this a single entry system. (National Governor's Association recent best practices study).
- Working strategically with partners to expand services beyond what government is able to do. (Older American's Act approach – expanding resources through volunteers, contributions, and community-based organizations, etc).
- Reaching people early before the crisis has happened to prevent more serious disability from occurring. (Prevention, early intervention and approaches that make it easy to access services).

- Creating partnerships with business, law enforcement and health care agencies that provide better outcomes than if we were working alone.
- Readily available and easily accessible crisis services.
- Offering counseling and case management services early to help people plan for issues of aging or disability assures that needs are met and care plans are appropriate. This is done through the single entry system referenced above.

## **VI. New Program Options**

The Safety Net Team reviewed a broad swath of programs and, with the exception of consolidation and expansion of countywide 211 service, ideas referenced below represent a “parking lot” of concepts the Board may consider. Concepts involving budget impacts can be reviewed and those warranting further consideration can be developed for the next budget cycle. The majority are process improvement items which require prioritization and assignment for additional analysis/action.

1. With respect to maternal & child health programs (the constellation of programs within the Health Department) consolidate these programs into the most effective model, which provides readily accessible points of entry for clients.
2. Consolidate all three 211 resource lines into one, and make them fully accessible and available all day, every day.

The estimated cost for this improvement is \$120,000; this will allow the system to go to “24/7.” While this is something that would help everyone, it is an especially important tool for the most vulnerable or those in crisis, as it provides a single point of access to information and needed services.

3. Consolidate all housing programs into one.
4. Use the County’s purchasing power to extend the opportunity to buy affordable insurance coverage to more people/small businesses, etc. This would decrease the number of county residents and families without adequate health insurance.
5. Create an “Information & Referral” resource for providers within our (County) system for identifying a client’s case managers and treatment/care plans so agencies are better coordinating resources and service delivery.

Throughout many programs the term “case management” is used. The perception is that a high-risk client could have several case managers, i.e. HIV, maternal/child health, addictions, mental health, Child Protective Services, CareOregon, etc. It seems that high-risk/high-service-using clients could be confused by the number of case managers all doing much the same thing. It should be possible to coordinate case management by client so that all case managers for a particular individual/family are oriented in the same direction, using a “multi-disciplinary team” approach.

6. Rent assistance to prevent homelessness for families.
7. Increase dollars for shelter for homeless families. Currently we are not providing funding on a year-round basis and there are no year-round shelters, only awful motels except in winter months.
8. The sobering function is serving primarily as an augment to policing; therefore it is a public safety item and should be considered for return to the City of Portland, where historically it was funded.
9. The Safety Net Team agrees with the recent (November, 2003) Auditor's report recommendation that the Board provide policy direction for Strategic Investment Program funds.
10. There should be a cost-benefit analysis of the Children's Receiving Center to ensure this model is the most effective means of providing services to children in the state's foster care system.
11. Actively involve young people in policy making on all issues that affect their lives. Require youth-serving programs to include positive youth development activities and principles. In the coming year, all departments will have training in positive youth development, and could have youth employees.
12. Provide leadership around parent initiatives - both for employees and as a public leader. First, paid or unpaid time off for parent education classes (ideally prenatal and later on, too). Also, encourage employers to release employees for a certain number of hours each year to participate in their children's school.
13. The Safety Net Team would like to see local prevention efforts that are well-coordinated and have agreed upon, shared, and well-articulated goals. Tracking should be done to learn as much as possible as to how well prevention efforts are going and on their effectiveness.

**VII. Considered, but not included in the rankings this year**

- Merge all the maternal child programs into a more rational system.
- Expand 211 to all day, every day. Could use Homeland Security funds for this.
- Coordinate case managers by client—use a more “multidisciplinary team” approach.

## VII. Program Subset: County programs assigned to the Safety Net Team.

The Safety Net Team reviewed an extensive list of County programs (*program list follows, below*). Emerging demographic trends significantly influenced thinking about our strategies. These trends include:

- The migration of population and poverty to mid-county and East County. Our team's deliberations acknowledged the shift of poverty-stricken populations to East county and would suggest the Board consider moving or enhancing service delivery in those areas.
- Dramatic increases in the County's ethnic diversity, led by the Latino population.
- A constant poverty rate over time, even during the economic boom of the 1990's. In other words, "a rising tide does not lift all boats".
- At the same time the county's population is aging dramatically, the number (and proportion) of younger people is shrinking, leaving relatively fewer people to support larger numbers of aged persons.
- More than half of the county's population has moved (inter or intra-county) during the past five years.
- The relationship between education and earning power, as well as the relationship between lack of education and unemployment, is strikingly correlated.
- Increases in housing costs have far outstripped increases in family income.
- The percentage of residents with health insurance is declining as health care costs spiral upwards.

Further consideration of factors and evidence brought to light several challenges that both surprised us and caused our team to struggle in its ranking of programs.

There was a **challenge to balance service delivery** to highest need people. While some prevention programs had reliable outcome data, many did not. The group supported prevention activities; it was difficult, however, to prioritize prevention "high" without the data.

**Housing** tended to be rated very highly due to the fundamental human need for safe and stable shelter – it serves as an underpinning for everything in the safety net. Housing services are delivered by many county agencies; our team struggled with how to meet the unique needs of special populations served by distinct agencies while achieving greater efficiency managing these precious resources.

Acknowledging the **increasing diversification of the county's population**, the Safety Net team agrees strongly with the premise that every county organization needs to deliver services in a culturally competent manner. In addition to providing inclusive and culturally competent services across the entire spectrum of County services, we recognize that in some instances culturally *specific* services are needed to address unique needs of particular groups. For example, people of color are overrepresented in the justice system, and specific interventions have successfully decreased that imbalance.

Some county-delivered services – such as mental health – could be **returned to the state**. The Board may need to consider that option as it wrestles with declines in County General Fund.

We struggled with the dilemma of prioritizing programs that **prevent** poverty (e.g. education, job training) contrasted against the prioritization of services that **ameliorate** poverty (e.g. addressing people's immediate crisis needs). With more time additional examination of these issues is recommended.

With respect to substance abuse treatment, **a service continuum is needed**. Our team recognized the importance of scaling and balancing residential services with outpatient treatment services. Residential treatment is necessary for some populations, but overall, we learned that "some treatment is better than no treatment," and outpatient treatment tends to be less costly.

County government needs to explicitly state **what is expected of the safety net** (e.g. who is target population served) – is the goal to prevent, ameliorate, or eliminate poverty? We agreed that the County must both advocate for safety net services and provide wraparound services to the highest risk and highest need clients.

All **Corrections Health and Corrections Mental Health programs** were ranked low by the Safety Net Team because their contribution is more strongly associated with public safety than with the safety net per se. Likewise, the DCJ program "Gender Specific for Young Females" is clearly a public safety item, as this program provides adjudication and probation supervision to delinquent females.

Generally, we tended to **prioritize direct service delivery**, including case management, over administrative functions. We agreed in principle and placed high value on those programs addressing the crisis needs of most vulnerable populations, and those programs that created leverage points in terms of cross-disciplinary collaboration and service integration.

Our team had to acknowledge that **many programs providing "critical services" wound up with a low ranking** simply because not all services could be ranked high or medium given the wide variety of needs associated with diverse vulnerable populations. Also, public safety and safety net populations intersect (overlap) in several areas. The purpose and goals of the two priority areas are different, and thus, the public safety items that overlapped the safety net were ranked lower by the safety net team.

The Safety Net Team recommends that after program funding choices are made, the BCC **charter a workgroup to create a "flow chart"** depicting prevention through intervention activities of DCHS, Health, OSCP and CCFC to determine points of overlap (services and populations), to ascertain the extent of service duplication, and to identify opportunities for service coordination/consolidation. Our team, for example, had questions about how the School-Aged Policy Framework programs and funding choices align with priorities established for Health and DCHS programs. We noted, too, that while services to homeless youth (throughout the county) are important, emphasis needs to be placed on clarifying goals and improving coordination of services.

Finally, our team was interested in **leverage points** – “Who’s responsible and who’s accountable?” We were impressed with the mental health system’s role as an insurance company in terms of putting financial incentives in the correct place.

<b>Dep’t or Agency</b>	<b>Program Name</b>	<b>Program Description</b>
CCFC	Early Childhood Framework	Leads the CCFC’s efforts to help families with children under eight thrive.
CCFC	Positive Youth Development	Involves youth in the decisions that affect their lives.
CCFC	Community Safety Net	Prevents child abuse and neglect by linking at-risk children and their families with coordinated community supports.
Community Services	Housing	Coordination of Co housing programs; coordinating planning efforts, identifying areas where efficiencies and cost savings can be achieved, work with community partners to eliminate obstacles to housing development and promote/support special needs housin
DCHS	Domestic Violence	Administers funds for domestic violence victim services.
DCHS	Aging & Disabilities Public Guardian	Seeks and implements court-appointed guardianship and conservatorship for people who are profoundly incapacitated; intervenes on behalf of individuals identified by police, medical professionals, and abuse investigators.
DCHS	Aging & Disabilities Adult Care Home Program	The Adult Care Home Program (ACHP) regulates, licenses, sanctions, and supports 600 care homes and room and board homes
DCHS	Aging & Disabilities Long Term Care (LTC)	Administer publicly funded services including eligibility determination for financial assistance, ongoing case management, healthcare benefits, food security, & employment assistance for seniors & persons with disabilities.
DCHS	Aging & Disabilities Adult Protective Services	Investigate allegations of the abuse, exploitation, or neglect of the elderly and persons with disabilities in the community or in licensed care facilities, and intervene to prevent abuse.
DCHS	Developmental Disability Intake & Protective Services	Determines client eligibility; enrolls in case mgmt svcs; investigates alleged abuse of people with Developmental Disabilities; maintains client records
DCHS	Developmental Disability Case Management	Mgmt & oversight of case mgmt and subcontracted community services for people with Developmental Disabilities.

<b>Dep't or Agency</b>	<b>Program Name</b>	<b>Program Description</b>
DCHS	Aging & Disabilities Administration Match	County General Funds sent to State of Oregon and converted to title XIX funds at a 46/54 rate
DCHS	Aging & Disabilities Community Services - Older American Act	Serves Area Agency on Aging function of building community partnerships (currently 30 contractors and 100 Gatekeeper businesses) to link older adults and people with disabilities to resources to prevent unnecessary institutionalization
DCHS	Aging & Disabilities Community Services - Housing	Prevent homelessness and develop stable housing plans for seniors and people with disabilities these are clients of DCHS.
DCHS	Aging & Disabilities Community Services - Emergency Safety Net Svcs	Provides short term assistance in order to stabilize individuals in crisis through programs such as limited prescription funds, in-home supports, medical transportation assistance, and housing assistance.
DCHS	Aging & Disabilities Community Services - Oregon Project Independence	OPI is a state funded service targeted to people over 60 who are at risk of becoming institutionalized, but have incomes above Medicaid eligibility levels. Individuals served meet nursing facility levels of care and reside in their own homes.
DCHS	Developmental Disability Crisis & Long Term Services	Places clients with Developmental Disabilities who are in crisis in services according to individual need; tracks and monitors those services.
DCHS	Developmental Disability Crisis & Long Term Services - match	Every \$1 of local funds brings in an additional \$1.10 of federal funds. This is a match ratio of 48% local to 52% federal.
DCHS	Addiction Services - Community Based Svcs	Community-Based Services serves people who cannot or will not access services on their own but who are in obvious and urgent need of mental health and addictions treatment services.
DCHS	Addiction Services - DUII	The DUII Unit provides clients a variety of treatment options and support.
DCHS	Addiction Services - Assessment & Referral	Alcohol and Drug Assessment, Referral, and Consultation makes treatment referrals for probation and pre-sentence investigations annually for DCJ clients, and consultations/referrals for Children's Welfare clients.
DCHS	Addiction Services - Acupuncture	Acupuncture is provided to ease the discomfort of withdrawal or abstinence symptoms thus improving the opportunity for remaining sober.
DCHS	Addiction Services - Case Management	Care coordination and day care program for youth from all components of the African American Youth Project.



<b>Dep't or Agency</b>	<b>Program Name</b>	<b>Program Description</b>
DCHS	Addiction Services - Support & Education	Mentorship for clients with substance abuse problems, supporting them in recovery group participation as well as other services.
DCHS	Addiction Services - Housing	Housing for children 18 and under whose custodial parent is in residential alcohol and drug treatment.
DCHS	Addiction Services - Detox	24 hour observation and treatment for persons undergoing alcohol/drug withdrawal to assist them in successfully completing treatment.
DCHS	Addiction Services - Chemical Dependency	An array of Chemical Dependency services, including case management, transitional housing, and relapse prevention, designed to assist clients in their struggle to achieve and maintain their sobriety.
DCHS	Addiction Services - Residential	A structured environment provided on a 24 hour basis for individuals 18 years or older. Services range from housing and groups to aftercare planning to support gains made during treatment.
DCHS	Addiction Services - Special Projects	An intervention project to remove barriers to treatment for parents and children at first preliminary hearing at Juvenile court.
DCHS	Addiction Services - Gambling	The Gambling Program serves problem gamblers and their families, providing prevention and treatment services.
DCHS	Addiction Services - Prevention	Prevention and education about substance abuse provided in a variety of community settings.
DCHS	Addiction Services - Client Services	Funding for non-traditional services that allow clients to remain in treatment and be successful.
DCHS	Addiction Services - Outpatient Treatment	An array of outpatient services, including individual, group, and family therapy, case management, transitional housing and other support for relapse prevention.
DCHS	Addiction Services - Synthetic Opiate	Funding for medication prescribed by a licensed medical professional for a client engaged in outpatient treatment.
DCHS	Addiction Services - Client Housing	Community Resource Specialists administer the Client Basic Emergency Fund (CBEN), providing assistance for emergency needs and housing.
DCHS	Addiction Services - Integrated Treatment	Provides culturally and linguistically appropriate treatment to high risk clients with a substance abuse disorder.
DCHS	Addiction Services - Client Case Mgmt	Provide treatment for those suffering with a severe addiction, in addition to a disorder unrelated to their addiction.
DCHS	Mental Health Safety Net-Inpatient Sub acute	A program for children who are experiencing a mental health crisis and need a secure setting to ensure their safety.

<b>Dep't or Agency</b>	<b>Program Name</b>	<b>Program Description</b>
DCHS	Mental Health Safety Net-Inpatient OHP	Inpatient psychiatric hospital care for adults and children with Oregon Health Plan (Verity).
DCHS	Mental Health Safety Net-Inpatient Respite	Residential treatment for mentally ill adults in crisis.
DCHS	Mental Health Safety Net-Inpatient Emergency-holds	Acute care hospital payments for Multnomah County adults hospitalized under a Notice of Mental Illness (involuntarily hospitalized).
DCHS	Mental Health Safety Net-Inpatient Involuntary Commitment Program Court Examiners	County staff make determinations of whether a person who has been civilly committed is indeed mentally ill and then make appropriate recommendations.
DCHS	Mental Health Safety Net-Crisis Call Center	24/7, 365 call center staffed by mental health professionals responding to mental health crises, requests for mental health services, and coordination of crisis and inpatient mental health care.
DCHS	Mental Health Safety Net-Crisis Wrap Around Services	24/7 mobile outreach service, urgent walk-in clinic, and children's crisis prevention service.
DCHS	Mental Health Safety Net-Crisis Homebased	In-home services provided to mentally ill persons in crisis who would otherwise require hospital care.
DCHS	Mental Health Safety Net-Crisis Transportation	Transportation funds for public transportation, taxis, and secure transportation to providers to assist mentally ill persons in accessing appropriate treatment.
DCHS	Mental Health Safety Net-Crisis Flex Funds	Funds available for emergency housing, food, clothing or other non-traditional service items for mentally ill persons who would otherwise require a hospitalization.
DCHS	Mental Health Safety Net - Involuntary Commitment Program	Involuntary Commitment Monitors investigate psychiatric holds annually according to State requirements, and Commitment Monitors supervise clients who are on trial visits from court commitments.
DCHS	Mental Health Safety Net - Adult Res Comit Mntr	County staff ensure treatment appropriateness, provide for the safety of both client and community and arrange other services for committed clients.
DCHS	Mental Health Safety Net - Adult Trial Visit	Supervision and monitoring of persons who are on a trial visit upon their release from acute care so that they may be successful in their return to the community.
DCHS	Mental Health Safety Net - Extended/Intensive Care	This program provides funding for treatment for those clients who have specific mental health needs that are not met by any other established program.
DCHS	Mental Health Safety Net - Psychiatric Security Review Board PSRB	This program provides oversight and monitoring of the referral and placement of mentally ill persons who are in Psychiatric Security Review Board housing.

<b>Dep't or Agency</b>	<b>Program Name</b>	<b>Program Description</b>
DCHS	Mental Health Safety Net - Homeless/Bridgeview	A 63 unit, single room occupancy hotel providing transitional housing to homeless persons with mental disorders.
DCHS	Mental Health Safety Net - Older & disabled	Mental health services for older and disabled adults delivered as part of a multi-disciplinary team including aging and disability staff and sub-contractors.
DCHS	Mental Health Safety Net - Residential Treatment	A program to coordinate referral and placement of individuals with serious mental illness in structured housing, in addition to monitoring their welfare once placed.
DCHS	Mental Health Safety Net - Treatment for Youth Involvement in Gangs	Provides 2 bilingual (Spanish) & bicultural intensive case managers and 1 bilingual (Spanish) Alcohol and Drug Evaluation Specialists to help reduce youth involvement in gangs.
DCHS	Mental Health Safety Net - Eastern European Communities	Enhance culturally specific Mental Health services to the Eastern European community
DCHS	Mental Health System of Care for Families -Bienestar	Bienestar provides comprehensive and specialized mental health and A&D services to promote the well-being of Latino families in Multnomah County.
DCHS	Mental Health System of Care for Families -Cultural Competency	Development of a culturally specific provider panel so that all communities are provided with culturally competent treatment options.
DCHS	Mental Health System of Care for Families -Primary Provider Pool	Agencies under contract to provide a full array of outpatient mental health services for adults and children.
DCHS	Mental Health System of Care for Families - Community MH	Care coordination and acute care management provided to children and families who are need of high acuity treatment services.
DCHS	Mental Health System of Care for Families -Child & Family Match	Money provided by the County to ensure matching federal dollars for the Hand in Hand early childhood day treatment program which services children with severe physical and sexual abuse histories.
DCHS	Mental Health System of Care for Families -Sexual Offense & Abuse Prevention Program (SOAP/RAPP) Responsible Adolescent and Parent Program	Sexual Offense & Abuse Prevention Program (SOAP/RAPP) Responsible Adolescent and Parent Program provides sex offender treatment to those who, if not treated, are at a high risk of reoffending.

<b>Dep't or Agency</b>	<b>Program Name</b>	<b>Program Description</b>
DCHS	Mental Health System of Care for Families -Dual Diagnosis	Provides substance abuse treatment to African American women who are either pregnant or post-partum.
DCHS	Mental Health System of Care for Families - Treatment-Foster Care	Treatment Foster Care recruits, trains and wraps supports around families who foster children who would otherwise be placed in a more restrictive setting.
DCHS	Mental Health System of Care for Families -Young Children	Early Childhood serves children through age six and their families by providing early screening and intervention and referring them to existing providers to increase the utilization of mental health resources.
DCHS	Mental Health System of Care for Families Child Abuse Response and Evaluation Services (CARES)	Provides essential services to children who may have been abused and to their families. The program identifies need and makes referral to appropriate services.
DCHS	Mental Health System of Care for Families -School Based MH	School-Based Health Care serves children and their families, providing outreach, pretreatment screening, referral, some treatment, and consultations
DCHS	Mental Health System of Care for Families - Outpatient Treatment	Services provided by contracted agencies to treat adults with serious mental health needs whose disorders would otherwise go untreated, leaving them at risk of hospitalization.
DCHS	Mental Health System of Care for Families - Specialized OHP Services	This program provides services to children and families. Treatment occurs in a variety of settings. Services include case management, behavioral skills, individual therapy, psychiatric care, and parent support.
DCJ	Drug Diversion Program	Treatment through STOP Drug Diversion Court. STOP plays an important role in the overall management of drug offenders in the community. Most of these offenders are not on formal supervision.
DCJ	Transitional Services	Support mentally ill, violent, sex offending and developmentally disabled offenders released to the community from prison. Provide emergency, transitional and permanent housing via 210 beds per day in the community.
DCJ	River Rock Treatment Program	A 60 bed alcohol and drug treatment and criminal thinking reduction program for high risk male offenders, offering 6 months of residential treatment followed by 6 months of aftercare in the community.

<b>Dep't or Agency</b>	<b>Program Name</b>	<b>Program Description</b>
DCJ	Early Intervention Unit (EIU)	Provides intensive, in-home mental health treatment to delinquent children under age 12 and their families, reducing unlawful conduct by intervening early and helping families to connect with resources.
DCJ	Youth Development Center (YDC)	Provides outpatient and in-home mental health and substance abuse assessment, resource linkage, and treatment to impoverished, delinquent youth.
DCJ	Juvenile Sex Offender Residential Treatment	A 60-120 day program serving high-risk adolescent sex offenders. Staff provide clinical psycho-sexual assessments, specialized treatment and transition planning.
DCJ	RAD-Juvenile Secure Residential A&D Treatment	A 60-120 day program serving high-risk adolescents and their families who have serious alcohol and drug problems. Staff provide clinical assessments, treatment and transition planning.
DCJ	Juvenile Multi-Systemic Treatment Therapy Team (MST)	Provides in-home mental health and substance abuse treatment to high risk delinquent youth at imminent risk of out-of-home placement. including short-term, therapeutic foster care.
DCJ	Family Court Services	Provides conciliation counseling, parent education, mediation of child custody and parenting time disputes, and child custody and parenting time evaluations.
DCJ	Substance Abuse Services-Outpatient	Outpatient substance abuse treatment.
DCJ	Substance Abuse Services-Residential	Residential substance abuse treatment including dual diagnosis treatment program for drug dependent, high-risk adult offenders.
Debt Repayment	Oregon Food Bank Debt Service Payment	General Fund contribution to Oregon Food Bank debt.
District Attorney	Victim's Assistance	Crisis intervention, counseling, advocacy, representation and referral, help victims obtain restitution.
District Attorney	Child Support Enforcement	Establishes, modifies and collects child support and delinquent child support and legally establishes paternity when necessary.
Health	Community Health Training Center (Community Capacitation Center)	Improves the health of underserved communities by providing credit-bearing training to Community Health Workers/promotores de salud, conducting participatory prevention research, & teaching people to use effective health promotion methods.
Health	Students Today Aren't Ready for Sex (STARS)	Helps young people explore the sexual pressures they face, develop skills to assess their risk & how choices will affect their future, learn how to say no effectively, & gain confidence & ability to take control of their lives.

<b>Dep't or Agency</b>	<b>Program Name</b>	<b>Program Description</b>
Health	Public Health Promotion Initiatives	Address environmental health threats, prepare communities for emergency response, & support healthy behavior by providing communities the opportunity to gain greater control over their own health through education, community mobilization and public involvement
Health	Lead Poisoning Prevention	Education & intervention in instances of childhood lead poisoning, administering the LeadLine, providing blood lead level screenings, investigating elevated lead levels, home visits and treatment advocacy.
Health	Vital Records	Birth and death mandated certification to maintain the integrity and accuracy of birth and death information and the data is analyzed to provide essential public health prevention and intervention information.
Health	Immunization	Provides childhood vaccinations at little or no cost to uninsured and underinsured families in order to reduce vaccine-preventable diseases among children.
Health	STD Prevention & Treatment	STD Screening, testing, and treatment for Gonorrhea, Chlamydia and Syphilis including HIV testing and referral, confidential partner services and community behavioral risk reduction.
Health	HIV & Hepatitis C Community Programs	Prevents the transmission of HIV, hepatitis C, and STDs through outreach to over 20,000 isolated, high-risk community members with counseling, testing, and referral services, needle exchange, risk-reduction counseling, and community education.
Health	HIV Care Services	Manages the provision of federally-funded Ryan White services (medical and dental care, insurance, mental health, case management, housing, etc.) to over 1,500 low-income people with HIV/AIDS.
Health	Medicaid/Medicare Eligibility	Screen potential eligibles for the OHP; assist w/the OHP application process
Health	Primary Care Services	Health care for the poor, uninsured, and homeless residents of Multnomah County.
Health	HIV Clinic	Medical and enabling (translation, transportation, and case management) services for people with HIV disease.
Health	School-Based Health Centers	Age-appropriate, culturally competent primary health care to ensure readiness to learn, healthy lifestyle choices, to reduce the incidence of risk behaviors contributing to teen pregnancy & to improve attendance by providing services in the schools.

<b>Dep't or Agency</b>	<b>Program Name</b>	<b>Program Description</b>
Health	The Women, Infants and Children's (WIC) Program	Supplemental nutrition program provides health and nutrition screening, nutrition education, vouchers for nutritious foods and referral to services to low income pregnant and postpartum women and young children.
Health	Children's Assessment Services	Children's Assessment Service provides comprehensive physical examinations for children who are in custody of the Department of Human Services for child abuse or neglect.
Health	Breast & Cervical Health	Outreach to providers and uninsured, low income woman over age 40; coordinates network of providers of women's health exams (breast, mammogram, pelvic exams and Pap test); aids in early detection & treatment of breast & cervical cancers.
Health	Cash Value of Vaccines	Accounting practice requires that the County record the cash value of vaccines received from the State of Oregon, so both the revenue and expense are shown in the County's budget and financial accounting.
Health	Chronic Disease Prevention and Collaboration	Provides Chronic Disease Prevention research, outreach and collaboration with other governments on tobacco, food, physical activity and other disease prevention activities; also includes strategic partnerships to address issues of access to healthcare.
Health	Healthy Birth and Early Childhood Initiatives	Reduce disparities in perinatal health among African American and Hispanic women in Northeast Portland and for women experiencing family violence.
Health	Maternity Case Management and Babies First (OLDS Model)	Supports home visits and classes to address the health needs of high/at-risk pregnant & postpartum women, infants and children, who are poor or without insurance resources.
Health	Healthy Start & Connections	Services for first time parents, including teen parents, Welcome Baby hospital visits, home visits, & parent support services provided by community agencies.
Health	Crisis Relief Nurseries	Relief nursery services provided by community based agencies to families at risk of child abuse and neglect.
Health	Clinical Quality Assurance, Accreditation and Technology	Provides quality assurance, accreditation, federal grant maintenance, and clinical technology infrastructure support.
Health	Corrections Health-Detention Center	Basic medical & dental care to all incarcerated adults at the Detention Center (also known as MCDC)
Health	Corrections Health -Donald E Long	Basic medical & dental care to all incarcerated juveniles at the Donald E Long center (also known as the JJC Building)

<b>Dep't or Agency</b>	<b>Program Name</b>	<b>Program Description</b>
Health	Corrections Health-River Rock	Basic medical & dental care to all incarcerated adults at River Rock Alcohol and Drug treatment facility
Health	Corrections Health-Inverness	Basic medical & dental care to all incarcerated adults at Inverness
Health	Corrections Mental Health Treatment	Mental health care to chronically and persistently mentally ill incarcerated adults and juveniles.
Health	School & Community Dental Program	Provides dental education, sealants, emergency dental treatment, fluoride rinse in the schools and recruits dentists to provide emergency dental treatment to poor, uninsured residents.
Health	Dental Services	Dental services to Medicaid clients; administer the managed dental care plan under the Oregon Health Plan; provide urgent and emergent dental services to the poor, uninsured residents in Multnomah County
Non-County Agencies	Portland Business Alliance	County contribution toward the PBA's Project Respond, a program to help the homeless mentally ill in downtown Portland.
OSCP	Energy Services	Energy Services offers direct weatherization and low-income energy assistance to qualified homes. Services are funded by grant sources that generate over \$200,000 of indirect revenue for the County.
OSCP	SAPF - Anti-Poverty	Services include Information and Referral; Short-Term Intervention; Individual, Group, and Family Support; Emergency Services; and Transitional Housing and Supportive Services for homeless families.
OSCP	SAPF - Energy Assistance	Energy Assistance provides direct utility payments to income-eligible households. Services include access to case management to help families manage their budgets and client education to help them reduce their energy use.
OSCP	Early Childhood Services	Early childhood services include parent education, child development, in-home childcare providers support, and I&R for families seeking childcare resources.
OSCP	Emergency Housing - Clearinghouse	Emergency housing for people who are homeless, eviction prevention, rent assistance and other services to homeless and very low income individuals and families; and SIP project with the Department of Community Justice.
OSCP	Emergency Food Assistance	Provides for emergency assistance through the Oregon Food Bank.



<b>Dep't or Agency</b>	<b>Program Name</b>	<b>Program Description</b>
OSCP	Homeless Families	Includes transitional housing and services for homeless families and pregnant/parenting teens; and short-term shelter/services for homeless families during cold-weather months.
OSCP	Downtown Homeless Youth	A continuum of services to homeless youth up to age 21 including an Access Center; Crisis Shelter; Short Term Housing; Service Coordination and Case Management; Day Services; and Transitional Housing.
OSCP	Non-Downtown Homeless Youth	Includes Runaway Youth Shelter for runaway youth and youth at-risk of running away; 24/7 crisis line for runaway youth providing I&R, crisis counseling, and access to services; and transitional housing for girls.
OSCP	Facility Based Housing	CGF funds Turning Point, Richmond Place and Willow Tree facilities as match for HUD McKinney grant.
OSCP	Community Housing	Clara Vista staff, Internal Svcs Bldg Mgt for facility, and IDA w/DCHS for Culturally Specific consultation and supervision.
SIP	SIP Community Housing	Resources dedicated to increasing the County's inventory of affordable housing.
SIP	SIP Community Service Fee	Discretionary revenues generated by SIP agreements, allocated by the BCC during the annual budget process.
DCHS	Addiction Services - Sobering	Services are delivered in an environment designed to safely house intoxicated persons or persons under the influence of controlled substance.
DCJ	High Risk Drug Offender Unit	Supervise highest risk offenders whose primary issues are alcohol and drug addiction and criminality.
DCJ	Gender Specific for Young Females	Provides adjudication and probation supervision to young females, ages 12-18, assessed as high risk to re-offend; coordinates services with DHS, Health Department and Family Services.
Health	Health Inspections	Provides environmental inspection and education on food safety to prevent food and water-borne diseases.
Health	Communicable Disease Control	Protects the community from the spread of diseases via investigation of reported cases of communicable disease, health education, and the initiation of control measures to prevent the spread of diseases to individuals and groups in our community.
Health	Tuberculosis Prevention & Treatment	TB screening in high risk populations, therapy to prevent TB cases, early identification and treatment of active TB, case investigation to prevent spreading the disease and surge capacity for other infectious disease outbreaks.

<b>Dep't or Agency</b>	<b>Program Name</b>	<b>Program Description</b>
DCHS	Mental Health & Addictions Services Medical Director	The Medical Director oversees clinical services that are available through County-operated programs and those provided by community contractors.
OSCP	SAPF - Full Service Schools - Touchstone	Touchstone is a school-based family support program for high-risk students and their families delivered by OSCP specialists who provide case management; crisis intervention; MH/A&D screening; and other client services.
OSCP	SAPF - Parent Child Development	Parent-Child Development Services provide age-appropriate services to parents and children, from birth to age five, to promote healthy development, positive parenting, and school readiness.
OSCP	SAPF - Alcohol, Tobacco and Other Drug Services	ATOD service providers work closely with other SAPF providers to conduct screening, assessment, and limited treatment for youth at risk of alcohol, tobacco, and other drug abuse.
OSCP	SAPF - Technical Assistance for Gender-Specific Services to Girls	Enhances SAPF service providers' ability to deliver relevant services to girls through training, consultation, and connection with volunteers.
OSCP	SAPF - Technical Assistance and Direct Services for Sexual Minority Youth	This program intersects with SAPF on two levels: training for staff to better serve youth who identify themselves as a sexual minority, and providing support services directly to sexual minority youth.

### **Safety Net Priority Team – “Experts” List**

<u>Name</u>	<u>Agency</u>
Suzanne Flynn	County Auditor
Sarah Landis	Auditor's Office
Elana Emlen	Commission on Children, Families & Communities
Suzanne Washington	Portland Impact
Diane Luther	Housing
Janet Hawkins	CCF&C
Keith Van	Citizen/Poverty Activist
Scott Stewart	Portland/Multnomah Progress Board
Mike Pullin	Multnomah County Budget Office (Transportation)
Leslie Ford	Cascadia
Nancy Winters	DCHS (Mental Health)
Ray Hudson	DCHS (Addictions Program Manager)
Joan Rice	DCHS (MHASD)
Jim Peterson	DCJ
Mary Shortall	DCHS (Aging & Disability Services)
Tonya Colie-McGee	DCHS (Aging & Disability Services)
Patrice Botsford	DCHS (Aging & Disability Services)
Godwin Nwerem	DCHS (MHASD)
Beth Kaye	City of Portland, Bureau of Housing and Community Development
Jean Dentinger	DCHS (Involuntary Commitment Program)
Bonnie Kostelecky	Health Department
Mike Jaspin	Multnomah County Budget Office

## **Safety Net Priority Team – Research & Information Bibliography**

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**Mid-Year Process 2005 Narrative  
MULTNOMAH COUNTY OREGON**

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**I. Priority – Result to be realized, as expressed by citizens:**

“I want to feel safe at home, work, school, and at play”.

**II. Indicators of Success – How the County will know if progress is being made:**

The Safety Team affirmed and refined the indicators suggested by the Board:

- **Reported crime rate per 1,000 persons – Person, property, drug, behavioral and Vehicle/DUI crimes. (DSS Justice/PPB)**

The data used for monthly Multnomah County Public Safety Briefs comes from the DSS Justice system and the Portland Police Bureau. It was selected because it provides the timeliest data in the areas that the strategies focus on. However, at this time it includes data for only the City of Portland, City of Fairview, and unincorporated areas, which is approximately 90% of reported crimes. The inclusion of Gresham and Troutdale data should be encouraged.

- **Citizen perception of safety. (Multnomah County Auditor’s Citizen Survey).**

The Auditor’s annual citizen survey collects data on a citizen’s sense of safety in their neighborhood. Also, several of the Team’s strategies focus on enhancing community involvement and partnership in community safety, which may add ways to measure citizen perception of safety.

- **Percentage of adults and juveniles convicted of a crime who commit additional crimes (i.e. recidivism rates). (DOC)**

This data is compiled by the Department of Community Justice as part of the statewide Department of Corrections and Juvenile Justice System.

**III. Map of key factors – “Cause-effect map of factors that influence/produce the result”**

The attached series of maps outline strategies for four factors that the Safety Team believes can best result in a citizen “feeling safe at home, work, school and at play” (in priority order).

Highlights of the strategy mapping process are:

1. Protection, Prevention, and Intervention, is a recurring theme throughout the Safety Strategy Map, and each of the four factors
2. Citizens’ perception of crime and public safety is diverse, depends on which citizens’ hat (or combinations of hats) one is wearing, and is influenced by variables such as geography (rural, urban, suburban); race; country of origin; identity as a business or neighborhood; etc.
3. A Stream of Offenders approach assumes the need for each component of the public safety system to be able to respond to all offenders with a continuum of services and sanctions based on the risk of the offender to the community.

#### IV. Strategy Map Narrative— *Focused choices to realize results*

The map starts with a basic safety system that goes into effect when a crime happens -

Factor 1: An Effective Public Safety System for Adults and Juveniles

The Safety Team believes that this factor needs to be balanced with three other factors that address community connections, crime prevention, harm reduction and getting ahead of crime:

Factor 2: Responsiveness to Communities' Crime Priorities

Factor 3: Creating Safe Communities

Factor 4: Preventive Social Conditions

The Safety Team found that all four of our factors and strategies link to strategies for Safety Net, Education, Thriving Economy, Vibrant Community and Accountability.

#### SAFETY TEAM STRATEGY MAP — “I want to feel safe at home, work, school, and at play.”

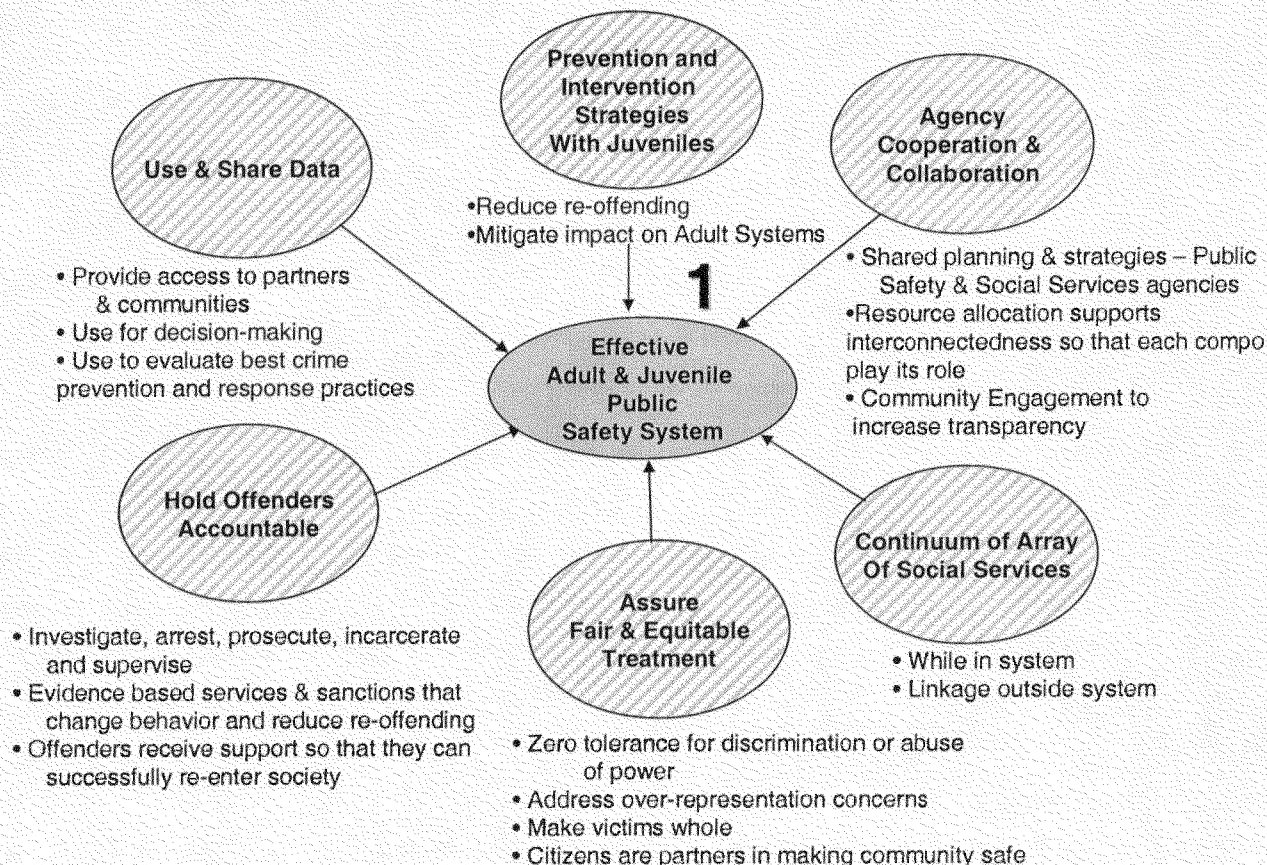


For BCC 10-14-04

The full set of strategy maps follow.

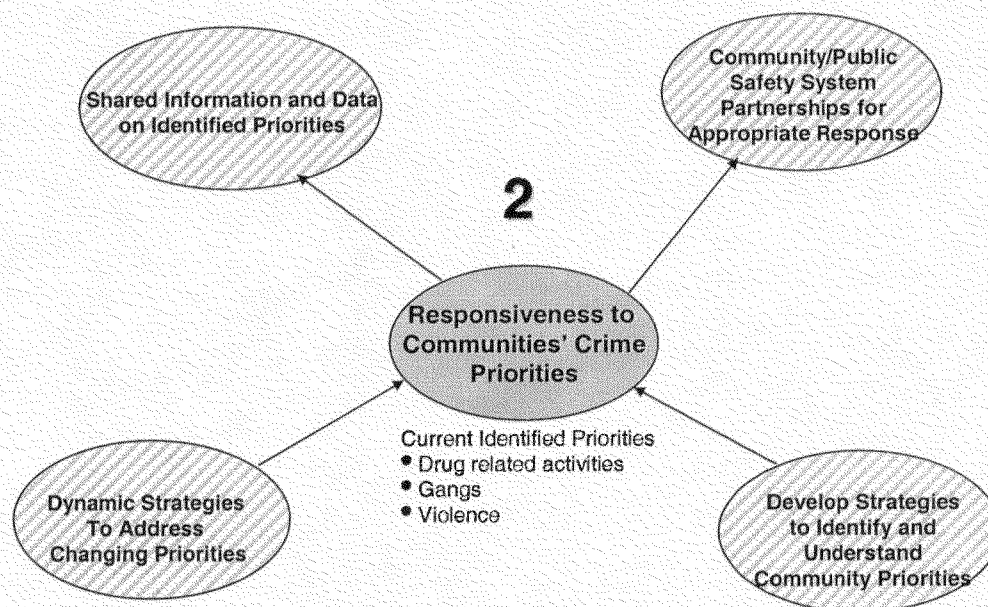


**SAFETY TEAM STRATEGY MAP — “I want to feel safe at home, work, school, and at play.”**



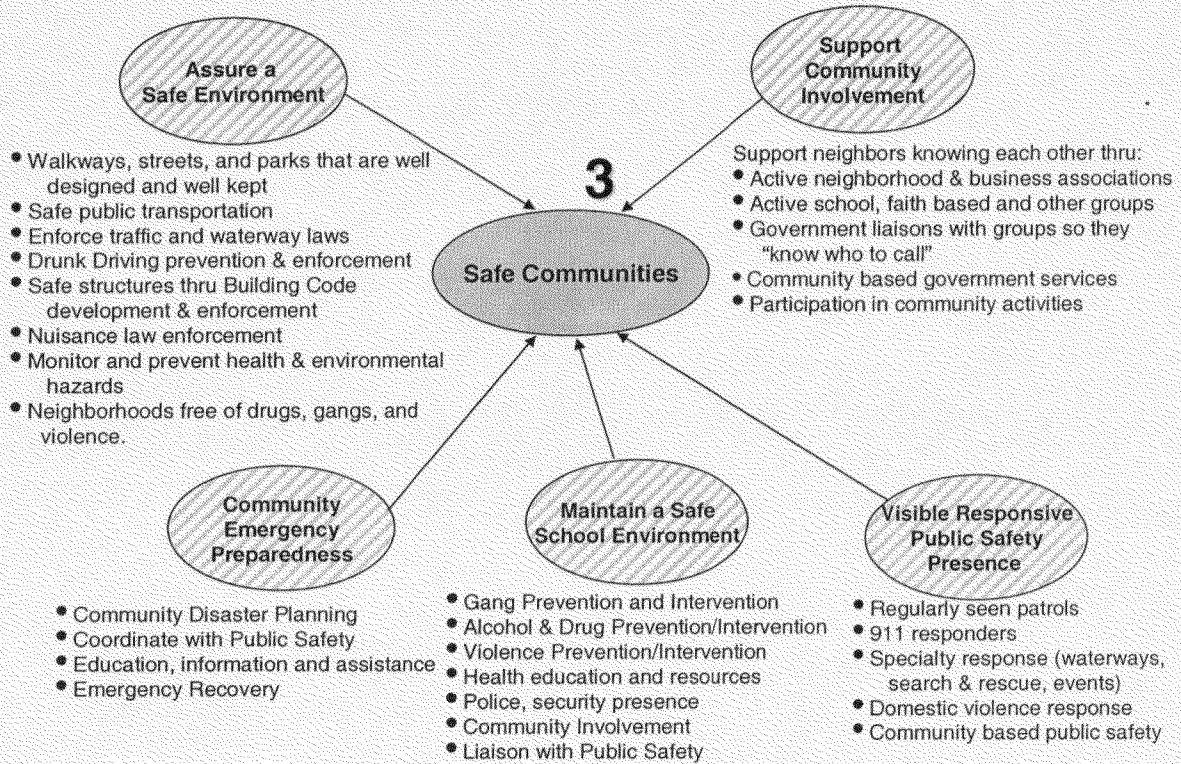
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**SAFETY TEAM STRATEGY MAP — “I want to feel safe at home, work, school, and at play.”**



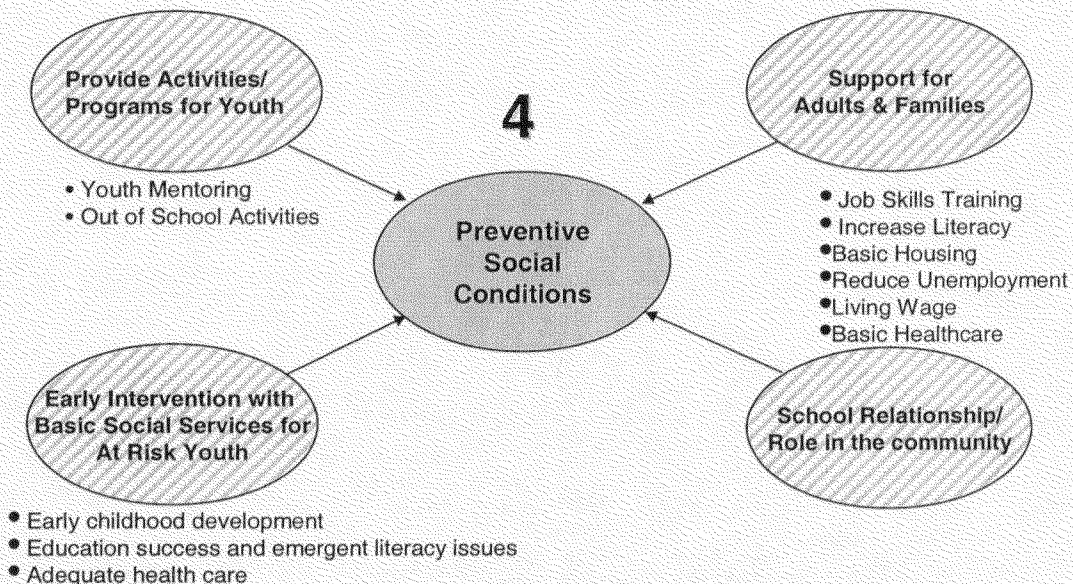


## SAFETY TEAM STRATEGY MAP — “I want to feel safe at home, work, school, and at play.”



For BCC 10-14-04

## SAFETY TEAM STRATEGY MAP — “I want to feel safe at home, work, school, and at play.”



For BCC 10-14-04

**Program Associations with Strategy Map**

The Safety Team associated 171 programs to the Strategy Map's factors and strategies. Many programs have multiple associations because they drive results in different strategies. The attached Program Associations Appendix provides details.

Worksheets for Safety programs associated with each factor and strategies are included in Appendix. Highlights are:

1. Programs within an Effective Adult and Juvenile Public Safety System cross multiple county, city, and state agencies. Additionally, sanctions and services provided along the continuum are strongly interconnected, and require a high level of cooperation and collaboration to work effectively. The Child Abuse Team (MDT), is a model for the kind of agency cooperation and collaboration addressed in our Strategy Map.
2. Creating Safe Communities, and Responsiveness to Communities' Crime Priorities, are key opportunities for changing the conversation with our citizens, and promoting shared ownership and responsibility for public safety. Two examples (of several current County programs) are the Neighborhood DA program, and the Sheriff's Student Resource Officer (SRO) program. This type of a visible public safety presence can lead to key strategies in engaging communities in new ways, based on community and system wisdom and knowledge.
3. Evidence suggests, and is confirmed by experts interviewed by the Safety Team, that illegal drug activity is a primary concern in the community. In particular, the use and manufacture of methamphetamines is not only a public safety issue in terms of criminal justice, but also a threat to property and safe community environments.
4. Residential treatment for clients (e.g. sex offenders; drug abuse; mental health) increases the likelihood of success. Safety Team members also believe that housing (for clients and their at risk children) is a key to success for clients being served in community/non-residential programs.
5. Frequent Flyers: Information from Safety Team experts and other County service providers, suggests that a small number of citizens consume a disproportionately high level of resources. This is supported by research conducted by a former Sheriff's office researcher, which indicated that a small number of offenders accounted for a high proportion of bookings. This has implications across county programs, and for each of the Priority Teams.
6. The Child Support Program and Victims Assistance programs were requested to be a part of our program association but were not linked in time to be a part of our ranking. Both programs associate with Factor #1 and Factor #4.

## V. Evidence – Proven or promising practice

Evidence was based on local expert interviews and panel discussions, focus group results, national best practices, and where available local research. Based on that information the following four themes were distilled in determining what makes one feel safe at home, work, school, and play: an Effective Adult and Juvenile Public Safety System, Responsiveness to Communities' Crime Priorities, Safe Communities, and Preventative Social Conditions.

First, experts told us that to feel safe a strategy must include both an effective adult and juvenile public safety system. While a number of the evidenced based practices are similar for the adult and juvenile system, it is important to remember these are different populations and juveniles should not be treated simply as "little adults."<sup>1</sup> The system must contain all justice components, and these must work in balance together. Because it's a system, changes in one part often impacts other parts, sometimes in unintended ways.<sup>2</sup> When combined with criminal attitudes, values, and beliefs many of the reasons a person offends are related to their social environment, i.e., often lacking housing, health and mental health services, addiction treatment, and education and employment services.<sup>3</sup> These must be in place and combined with mandated treatment and sanctions for non-compliance, to keep the person from reoffending.<sup>4</sup> One agency cannot operate in solitude, as much of the treatment occurs in the community through interagency cooperation.<sup>5</sup> To break the cycle research tells us treatment and other services must be better than best-practice, they must be evidence-based practices.<sup>6</sup> To be effective treatment along with other system processes must be monitored and managed through the use and sharing of quality data.<sup>7</sup> And finally the system must be able to provide fair and equitable treatment throughout the continuum.<sup>8</sup>

Next, to feel safe a strategy must be responsive to a community's crime priorities. Experts stated that communities do not share the same needs, but that they do share a belief that government isn't responsive to their problems and is not transparent in its function.<sup>9</sup>

<sup>1</sup> Expert panel, Joanne Fuller, Director Department of Community Justice (DCJ)

<sup>2</sup> Expert panel Bernie Guisto, Sheriff Multnomah County Sheriff's Office (MCSO)

<sup>3</sup> Multnomah County Sheriff's Office (2002). *The booking frequency project*. Proposal to the National Institute of Justice. Pg. 18. National Institute of Justice (2002). *ADAM: Preliminary data on drug use & related matters among adult arrestees & juvenile detainees*. Pratt, T.C. (2001). *Assessing the relative effects of macro-level predictors of crime: A meta-analysis*. University of Cincinnati.

<sup>4</sup> Expert panel Jim Hennings, Public Defender, MPDF. Expert testimony Ray Hudson, DCHS

<sup>5</sup> Expert testimony Gary Simmons and Carol Nykerk, MCSO inmate programs

<sup>6</sup> *Preventing Crime: What works, what doesn't and what's promising*. National Institute of Justice (1998). Expert testimony Don Trapp and Scott Keir, DCJ. Expert panel Maggie Miller, Citizen's Crime Commission. Wasson B. & Cushman, B. (2003). *National Institute of Corrections: Local system assessment Multnomah County Oregon*. TA #03J1061. *The comparative costs and benefits of programs to reduce crime*. (2001). Washington State Institute for Public Policy (Version 4.0).

<sup>7</sup> Wasson B. & Cushman, B. (2003). *National Institute of Corrections: Local system assessment Multnomah County Oregon*. TA #03J1061. *Preventing Crime: What works, what doesn't and what's promising*. National Institute of Justice (1998). Expert testimony Ray Hudson and Joan Rice, DCHS

<sup>8</sup> Metropolitan Group (2004). *Multnomah County Priorities Focus Group Research Report*, 2004. Multnomah County Local Public Safety Coordinating Council (2002). *Racial Over-Representation in the Criminal Justice System: Task Force Report 2001-2002*. Multnomah County Priorities Focus Group Research Report, 2004.

<sup>9</sup> Metropolitan Group (2004). *Multnomah County Priorities Focus Group Research Report*, 2004. Expert testimony Jimmy Brown, Director of Office of Neighborhood Involvement (ONI).

Needs differ geographically, and that even the same issue may require markedly different responses by location.<sup>10</sup> To be responsive means having the ability to shift priorities based on a common understanding in partnership between the government agency and the community. This partnership must be grounded in information and data sharing to form an appropriate and effective response.<sup>11</sup>

To feel safe a strategy must provide for a safe community in ways beyond simply criminal justice. A safe environment includes public health and environmental needs such as building codes, safe transportation, and safe common community areas.<sup>12</sup> Safe communities encourage community interaction and interaction with their government. School is a specific area that requires focus because of their population.<sup>13</sup> A safe community also needs a visible and responsive public safety presence.<sup>14</sup>

Finally, to feel safe a strategy must engage in preventative social conditions in a community. This includes services that support adults and families such as education skills that lead to living wage jobs, basic housing, and basic health care services.<sup>15</sup> There must be activities and programs for youth, as well as basic social service interventions for at-risk youth to prevent greater penetration into the juvenile justice system.<sup>16</sup> Often the schools and community can be the foundation of preventative social conditions.<sup>17</sup>

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<sup>10</sup> Expert testimony Jimmy Brown, ONI. Expert panel Carla Puliso, Chief of Police, Gresham. Metropolitan Group (2004). *Multnomah County Priorities Focus Group Research Report*, 2004. Nice, M. (2002). *Social Fabric of Multnomah County*.

<sup>11</sup> Wasson B. & Cushman, B. (2003). *National Institute of Corrections: Local system assessment Multnomah County Oregon*. TA #03J1061

<sup>12</sup> Metropolitan Group (2004). *Multnomah County Priorities Focus Group Research Report*, 2004.

<sup>13</sup> National Center for Education Statistics and Bureau of Justice Statistics (2003). *Indicators of School Crime and Safety: 2003*. Center for the Study and Prevention of Violence. (2001). *Safe Communities-Safe School: Fact Sheet FS-SC-12*.

<sup>14</sup> Ibid. Expert testimony Lee Graham, MCSO Enforcement. Expert testimony Brent Ritchie, MCSO.

<sup>15</sup> Pratt, T.C. (2001). *Assessing the relative effects of macro-level predictors of crime: A meta-analysis*. University of Cincinnati. Metropolitan Group (2004). *Multnomah County Priorities Focus Group Research Report*, 2004. *The comparative costs and benefits of programs to reduce crime*. (2001). Washington State Institute for Public Policy (Version 4.0).

<sup>16</sup> Center for the Study and Prevention of Violence. (2001). *Safe Communities-Safe School: Fact Sheet FS-SC-12*. Expert testimony Steve Liday, DCJ.

<sup>17</sup> National Center for Education Statistics and Bureau of Justice Statistics (2003). *Indicators of School Crime and Safety: 2003*. Center for the Study and Prevention of Violence. (2001). *Safe Communities-Safe School: Fact Sheet FS-SC-12*.

## **VI. New Program Options**

### **1. Electronic Monitoring (EM) Expansion.**

Expand EM capacity in the county to 100 average daily population (ADP) medium-risk level offenders. Currently EM is being used with six offenders. New technology addresses some of the restrictions that have limited the County's current use of EM. EM expansion would be used for some pre-trial persons and/or post-trial offenders that are now being handled through more expensive methods. Expansion would also increase capacity to supervise offenders who currently are not being supervised.

Offenders currently "self-pay" on a sliding scale (the system pays for itself). With expansion of EM, the county could continue self-pay or subsidize the additional 100 ADP at \$15 per day (about \$550,000 annually) and free up resources in other areas (jails beds, supervision, etc.).

Sheriff's Office and Department of Community Justice should be included in the design and implementation of expansion. The Budget Office has additional information on effectiveness and outcomes.

### **2. Merge Pre-Trial Supervision Programs.**

Two county programs monitor accused pre-trial offenders in the community who are awaiting trial, reducing the need for jail space. They are DCJ's Pre-Trial Release Supervision Program (PRSP) and the MCSO's Closed-Street Supervision (CSS) Program. Persons in these programs receive varying levels supervision depending on their risk levels throughout their pre-trial time. Both programs are considered successful in their own design and their outcomes are similar.

The option is to merge Close-Street Supervision and Pre-trial Release Supervision Program. The objective is to spend less than current total combined budgets (\$1.6m) and increase caseload capacity to a total of 695 pre-trial persons. The same populations of offenders would be managed through the merged service under one management structure. A difficulty noted by the Team was the range of offenders that are served by both programs, from violent high risk to lower risk. The Budget Office has additional information.

Sheriff's Office and Department of Community Justice should be included in the discussion of merger. The Budget Office has additional information on effectiveness and outcomes.

### **3. Court Notification System to Reduce Failure to Appear Rates.**

Failure to Appear (FTA) means that a person not in custody who was scheduled to make a court appearance fails to do so. Failing to make a court appearance wastes crime justice resources because it leads to rescheduling and often a warrant to arrest the person and bring them back to court. Several reports have previously identified this as a significant problem in Multnomah County. The Budget Office estimates FTAs use criminal justice resources in jail beds, enforcement and court costs that total into the millions.

Studies in King County identify three basic methods to reduce FTAs: 1) reminder strategies that notify persons of their hearing dates, 2) transportation strategies to get offenders to hearings, and 3) information and detention strategies to assist with pre-trial releases. The Safety Team's option is to add a manual or automatic reminder system for those who have upcoming court hearings. Cost and savings estimates are being developed. Also due to the short timeframe, the option's impacts on other parts of the public safety system have not been researched. The Budget Office has additional information.

**4. Restore Forest Camp Services for Adults and Juveniles.**

This option restores the highest level of sanction that is operated by Department of Community Justice for offender medium and high-risk offenders under supervision. The program had previously been evaluated to have good results and outcomes. Cost is estimated at \$1.133 million.

**5. Restore Mandated A&D Treatment for Medium and Low Risk Drug Offenders under DCJ Supervision.**

This option restores mandated treatment services for 160 medium and low risk drug offenders. Mandated services are available for high-risk offenders under DCJ's supervision and clients who have avoided a criminal conviction on their drug charge by their participation in treatment (STOP Court). But there are currently no mandated services for medium and low risk convicted offenders placed into Reduced Supervision. Mandated A&D treatment has been evaluated to be more effective with these offenders. Cost estimated at \$759,000.

**6. Scaling for MC Inverness Jail (MCIJ)**

Option is to use the MCSO's Activity Based Costing (ABC) model to breakout the detailed costs for operating the 18 dorms in MCIJ for the ranking and purchasing processes.

**7. Increase Correctional Facilities to Operate at Capacity**

Option is to operate the following correctional facilities to capacity (MCIJ +171 beds, MCCF +34 beds, MCDC +7th floor). These beds and floors are currently closed.



## VII. Program Subsets

Program	Dept or Agency	Program Name	Primary Priority	Secondary Priority	Program Description
750701a	Community Services	Animal Services - Field Services	2	6	Responds animal public health/safety emergency; 24 hr emergency; rescue; bite investigation / quarantine; regulate ownership of potentially dangerous dogs; investigate cruelty / neglect cases; remove dead animals from public property; enforce city, county and state laws
750701c	Community Services	Animal Services - Client Services	2	6	Administers the countywide pet license system; monitor rabies inoculation requirements; administers the Animal Facility program; provides customer phone; counter services for the Shelter Services program and Field Services program
750703a	Community Services	Emergency Management	2		The Office of Emergency Management is responsible for the organization, administration, and operation of the County emergency management program
750703b	Community Services	Emergency Management Grant Programs	2		Federal appropriations provide funding opportunities to the states and their political subdivisions to increase their emergency preparedness capability in coordination and cooperation with regional partners
751104c	County Business Services	Safety Program	2	3	Provide a safe and healthy work environment;
950001c	Countywide	Contingency -- Sheriff Carryover	2		\$1 million held in reserve for the Sheriff until FY 04 under spending confirmed.
950001d	Countywide	Contingency -- Sheriff/SCAAP Grant	2		One time only SCAAP grant funding carried over for purchasing a long haul bus that will arrive in FY 05 instead of FY 04.
950001e	Countywide	Contingency -- DCJ Clinical Coordinators for Juvenile Treatment Services	2		One time only funding for 2 clinical care coordinators in Juvenile Treatment Services to coordinate mental health care for detained youth. Funding held in contingency until FY 04 under spending confirmed.
255002	DCHS	Aging & Disabilities Public Guardian	1	2	Seeks and implements court-appointed guardianship and conservatorship for people who are profoundly incapacitated; intervenes on behalf of individuals identified by police, medical professionals, and abuse investigators.
255003	DCHS	Aging & Disabilities Adult Care Home Program	1	2	The Adult Care Home Program (ACHP) regulates, licenses, sanctions, and supports 600 care homes and room and board homes
255006	DCHS	Aging & Disabilities Adult Protective Services	1	2	Investigate allegations of the abuse, exploitation, or neglect of the elderly and persons with disabilities in the community or in licensed care facilities, and intervene to prevent abuse.
256003	DCHS	Developmental Disability Intake &	1	2	Determines client eligibility; enrolls in case management services; investigates alleged abuse of people with

## SAFETY TEAM

Program	Dept or Agency	Program Name	Primary Priority	Secondary Priority	Program Description
		Protective Services			Developmental Disabilities; maintains client records
257003a	DCHS	Addiction Services - Community Based Svcs	1	2	Community-Based Services serves people who cannot or will not access services on their own but who are in obvious and urgent need of mental health and addictions treatment services.
257003b	DCHS	Addiction Services – DUII	1	2	The DUII Unit provides clients a variety of treatment options and support.
257003c	DCHS	Addiction Services - Assessment & Referral	1	2	Alcohol and Drug Assessment, Referral, and Consultation makes treatment referrals for probation and pre-sentence investigations annually for DCJ clients, and consultations/ referrals for Children's Welfare clients.
257003d	DCHS	Addiction Services - Acupuncture	1	2	Acupuncture is provided to ease the discomfort of withdrawal or abstinence symptoms thus improving the opportunity for remaining sober.
257003e	DCHS	Addiction Services - Case Management	1	2	Care coordination and day care program for youth from all components of the African American Youth Project.
257003f	DCHS	Addiction Services - Support & Education	1	2	Mentorship for clients with substance abuse problems, supporting them in recovery group participation as well as other services.
257003g	DCHS	Addiction Services - Housing	1	2	Housing for children 18 and under whose custodial parent is in residential A&D treatment.
257003h	DCHS	Addiction Services – Detox	1	2	24 hour observation and treatment for persons undergoing alcohol/drug withdrawal to assist them in successfully completing treatment.
257003i	DCHS	Addiction Services - Chemical Dependency	1	2	An array of Chemical Dependency services, including case management, transitional housing, and relapse prevention, designed to assist clients in their struggle to achieve and maintain their sobriety.
257003j	DCHS	Addiction Services - Residential	1	2	A structured environment provided on a 24 hour basis for individuals 18 years or older. Services range from housing and groups to aftercare planning to support gains made during treatment.
257003k	DCHS	Addiction Services - Special Projects	1	2	An intervention project to remove barriers to treatment for parents and children at first preliminary hearing at Juvenile court.
257003l	DCHS	Addiction Services - Gambling	1	2	The Gambling Program serves problem gamblers and their families, providing prevention and treatment services.
257003m	DCHS	Addiction Services - Prevention	1	2	Prevention and education about substance abuse provided in a variety of community settings.
257003n	DCHS	Addiction Services - Sobering	2	1	Services are delivered in an environment designed to safely house intoxicated persons or persons under the influence of controlled substance.
257003o	DCHS	Addiction Services - Client Services	1	2	Funding for non-traditional services that allow clients to remain in treatment and be successful.



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Program	Dept or Agency	Program Name	Primary Priority	Secondary Priority	Program Description
257003p	DCHS	Addiction Services - Outpatient Treatment	1	2	An array of outpatient services, including individual, group, and family therapy, case management, transitional housing and other support for relapse prevention.
257003q	DCHS	Addiction Services - Synthetic Opiate	1	2	Funding for medication prescribed by a licensed medical professional for a client engaged in outpatient treatment.
257003r	DCHS	Addiction Services - Client Housing	1	2	Community Resource Specialists administer the Client Basic Emergency Fund (CBEN), providing assistance for emergency needs and housing.
257003s	DCHS	Addiction Services - Integrated Treatment	1	2	Provides culturally and linguistically appropriate treatment to high risk clients with a substance abuse disorder.
257003u	DCHS	Addiction Services - Client Case Mgmt	1	2	Provide treatment for those suffering with a severe addiction, in addition to a disorder unrelated to their addiction.
257011d	DCHS	Mental Health Safety Net-Inpatient Emergency-holds	1	2	Acute care hospital payments for Multnomah County adults hospitalized under a Notice of Mental Illness (involuntarily hospitalized).
257011e	DCHS	Mental Health Safety Net-Inpatient Involuntary Commitment Program Court Examiners	1	2	County staff make determinations of whether a person who has been civilly committed is indeed mentally ill and then make appropriate recommendations.
257011f	DCHS	Mental Health Safety Net-Crisis Call Center	1	2	24/7, 365 call center staffed by mental health professionals responding to mental health crises, requests for mental health services, and coordination of crisis and inpatient mental health care.
257011g	DCHS	Mental Health Safety Net-Crisis Wrap Around Services	1	2	24/7 mobile outreach service, urgent walk-in clinic, and children's crisis prevention service.
257011k	DCHS	Mental Health Safety Net - Involuntary Commitment Program	1	2	Involuntary Commitment Monitors investigate psychiatric holds annually according to State requirements, and Commitment Monitors supervise clients who are on trial visits from court commitments.
257011l	DCHS	Mental Health Safety Net - Adult Res Comit Mntr	1	2	County staff ensure treatment appropriateness, provide for the safety of both client and community and arrange other services for committed clients.
257011o	DCHS	Mental Health Safety Net - Psychiatric Security Review Board PSRB	1	2	This program provides oversight and monitoring of the referral and placement of mentally ill persons who are in Psychiatric Security Review Board housing.
257011s	DCHS	Mental Health Safety Net - Treatment for Youth Involvement in Gangs	1	2	Provides 2 bilingual (Spanish) & bicultural intensive case managers and 1 bilingual (Spanish) Alcohol and Drug Evaluation Specialists to help reduce youth involvement in gangs.

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Program	Dept or Agency	Program Name	Primary Priority	Secondary Priority	Program Description
257012g	DCHS	Mental Health System of Care for Families -Sexual Offense & Abuse Prevention Program (SOAP/RAPP) Responsible Adolescent and Parent Program	1	2	Sexual Offense & Abuse Prevention Program (SOAP/RAPP) Responsible Adolescent and Parent Program provides sex offender treatment to those who, if not treated, are at a high risk of reoffending.
257012k	DCHS	Mental Health System of Care for Families Child Abuse Response and Evaluation Services (CARES)	1	2	Provides essential services to children who may have been abused and to their families. The program identifies need and makes referral to appropriate services.
500505	DCJ	Adult Offender Mental Health Services	2		Evaluation and diagnosis of adult high-risk offenders mandated by the court or identified by a PPO. Severely mentally ill offenders receive comprehensive case management and care coordination.
500506a	DCJ	Substance Abuse Services-Outpatient	1	2	Outpatient substance abuse treatment.
500506b	DCJ	Substance Abuse Services-Residential	1	2	Residential substance abuse treatment including dual diagnosis treatment program for drug dependent, high-risk adult offenders.
500507	DCJ	Drug Diversion Program	1	2	Treatment through STOP Drug Diversion Court. STOP plays an important role in the overall management of drug offenders in the community. Most of these offenders are not on formal supervision.
501201	DCJ	Centralized Intake - Adult Offenders	2		Receives felony and misdemeanor offenders released from institutions or placed on probation. Assessed for risk; alcohol and drug treatment, mental health and other special needs.
501202	DCJ	Pretrial Services - Adult Offenders	2		Interviews defendants charged with criminal offense within hours of arrest and booking. Makes decisions relative to release or holding under authority granted by presiding judge. Supervises offenders on release.
501203	DCJ	Pre-Sentence Investigation	2		Provides written investigations of the criminal offense, criminal record, social history, victim impact, and environment for the court for sentencing options.
501204	DCJ	Hearings	2		Conduct timely hearings of post prison offenders and impose sanctions. Authority of State Board of Post-Prison Supervision and Oregon law.
501206	DCJ	Local Control	2		Oversee felony offenders sentenced to twelve months or less of incarceration. Insure sentence completion, prepare release plans, provide victim notification.
501207	DCJ	High Risk Drug	2	1	Supervise highest risk offenders whose primary



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Program	Dept or Agency	Program Name	Primary Priority	Secondary Priority	Program Description
		Offender Unit			issues are alcohol and drug addiction and criminality.
501208a	DCJ	Enhanced Bench Probation	2		Monitor misdemeanor Driving Under the Influence Intoxicants offenders on bench probation and report new criminal activity to sentencing judge.
501208b	DCJ	DUII Felony & Misdemeanor	2		Supervise felony and misdemeanor Driving Under the Influence Intoxicants offenders for conditions and treatment compliance.
501209	DCJ	Domestic Violence Supervision/Deferred Sentencing	2		Supervise felony and misdemeanor offenders convicted of Domestic Violence to reduce partner-to-partner and family violence. Regular reports to court compliance information for first-
501210	DCJ	Reduced Supervision Team (RST)	2		Manage felony and misdemeanor low and limited risk, probation and post-prison adult offenders via casebank model, monitoring for police contact and new criminal activity.
501301a	DCJ	Adult Offender Field Services - Misdemeanor Supervision	2		Closely monitor, sanction, arrest and refer to treatment misdemeanor medium and high risk offenders. This includes specialized services for gang members, mentally ill offenders and sex offenders.
501301b	DCJ	Adult Offender Field Services - Felony Supervision	2		Closely monitor, sanction, arrest and refer to treatment felony medium and high risk offenders. This includes specialized services for gang members, mentally ill offenders and sex offenders.
501303	DCJ	Adult Sex Offender Treatment & Management Program	2		Coordinates sex offender supervision, manages & accounts for contracted treatment, and provides assessments, consultation and therapy services for sex offenders.
503001	DCJ	Day Reporting Center - Adult Sanctions & Services	2		Non-residential alternative to jail that supports transition of high and medium risk offenders back to community. Offers assessment, daily/weekly check-in, case management and referral to numerous resources.
503002	DCJ	Londer Learning Center- Adult Sanctions & Services	2		Assists high and medium risk offenders to develop reading, math, writing and ESL skills. Literacy assessment, on-site GED classes and testing, computer-assisted learning, life skills and cognitive restructuring groups.
503003a	DCJ	Community Service - Formal Supervision	2		Provides alternative to jail for felony and misdemeanor adult probation and parole offenders in violation of supervision conditions. Screen and place clients in private non-profit agencies and provide work crews for parks, and community projects.
503003b	DCJ	Community Service - Community Court & Bench Probation	2		Provides intake, screening, agency and crew placement for community services work for mostly misdemeanor offenders sentenced via community court and judges to bench probation.

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Program	Dept or Agency	Program Name	Primary Priority	Secondary Priority	Program Description
503005	DCJ	Transitional Services	1	2	Support mentally ill, violent, sex offending and developmentally disabled offenders released to the community from prison. Provide emergency, transitional and permanent housing via 210 beds per day in the community.
503006	DCJ	Family Services Unit	2		Supervise felony and misdemeanor adult offenders who have children 0-6, or are pregnant, who have children in the juvenile system.
503007	DCJ	River Rock Treatment Program	1	2	A 60 bed alcohol and drug treatment and criminal thinking reduction program for high risk male offenders, offering 6 months of residential treatment followed by 6 months of aftercare in the community.
505201a	DCJ	Custody Services Management	2		Provide supervision, training and oversight of staff assigned security and operational responsibility for the county's 191-bed regional detention facility serving pre-adjudicated and adjudicated youth from Clackamas, Multnomah and Washington counties.
505201b	DCJ	Juvenile Detention Intake	2		Staff conducts risk assessment and health/suicide screenings on 1000 youth annually to determine the most appropriate placement admitting nearly 500 delinquent youth brought to detention by law enforcement.
505201c	DCJ	JJC Building Costs	2		Juvenile Detention Center Building Costs.
505202	DCJ	Juvenile Detention Services	2		Staff provide a safe and secure custodial environment and deliver behavioral programming to pre-adjudicated and adjudicated youth from Multnomah, Washington and Clackamas counties, includes an average of 24 youth held on Measure 11 offenses.
505301	DCJ	Juvenile Services Counseling Management	2		Responsibility for the operational oversight and coordination of section programs including intake, intervention and informal case handling, adjudication, probation supervision, and accountability programs.
505308	DCJ	Juvenile Sex Offender Probation Supervision	2		Provides risk assessment, probation, supervision, polygraphs, and court liaison for high-risk adolescent sex offenders.
505311a	DCJ	Juvenile Services Intake	2		Handles non-custody admissions screenings, delinquency/dependency preliminary hearings, prepares resource/warning letters, service inquiries .
505311b	DCJ	Juvenile Intervention	2		Develop multi-dimensional intervention for high risk youth 8 to 11 years old.
505312	DCJ	Juvenile Services Informal Unit	2		Provides intensive, family-centered monitors and service referral to approximately 350 youth who committed a misdemeanor and are at moderate risk to reoffend.
505313	DCJ	Juvenile Community Based Supervision	2		Staff are assigned to four geographically distinct offices providing adjudication and probation



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Program	Dept or Agency	Program Name	Primary Priority	Secondary Priority	Program Description
					supervision for males age 12-18, assessed as high risk to re-offend.
505314	DCJ	Gender Specific for Young Females	2	1	Provides adjudication and probation supervision to young females, ages 12-18, assessed as high risk to re-offend; coordinates services with DHS, Health Department and Family Services.
505315	DCJ	Gang Resource Intervention Team (GRIT)	2		Provides adjudication, probation supervision and intensive, community-based "wrap-around" services to gang involved males ages 12-18.
505316	DCJ	Juvenile Accountability Programs	2		Offers voluntary community service opportunities, an evening reporting program and skill building groups as alternatives to detention; youth involved in Project Payback paid nearly \$94,000 in victim restitution required.
505402	DCJ	Early Intervention Unit (EIU)	1	2	Provides intensive, in-home mental health treatment to delinquent children under age 12 and their families, reducing unlawful conduct by intervening early and helping families to connect with resources.
505403	DCJ	Youth Development Center (YDC)	1	2	Provides outpatient and in-home mental health and substance abuse assessment, resource linkage, and treatment to impoverished, delinquent youth.
505404	DCJ	Juvenile Sex Offender Residential Treatment	1	2	A 60-120 day program serving high-risk adolescent sex offenders. Staff provide clinical psycho-sexual assessments, specialized treatment and transition planning.
505405	DCJ	RAD-Juvenile Secure Residential A&D Treatment	1	2	A 60-120 day program serving high-risk adolescents and their families who have serious alcohol and drug problems. Staff provide clinical assessments, treatment and transition planning.
505406	DCJ	Juvenile Multi-Systemic Treatment Therapy Team (MST)	1	2	Provides in-home mental health and substance abuse treatment to high risk delinquent youth at imminent risk of out-of-home placement. including short-term, therapeutic foster care.
505501	DCJ	Family Court Services	1	2	Provides conciliation counseling, parent education, mediation of child custody and parenting time disputes, and child custody and parenting time evaluations.
150002	District Attorney	Medical Examiner	2		Determines cause and manner of death on cases of special circumstances, approx. 3800 to 4000/yr
151001b	District Attorney	Felony Trial Unit A-Property	2		Prosecutes fraud, auto theft, felony theft, forgery, identity theft, white collar crime and theft crimes against the elderly and commercial burglary.
151001c	District Attorney	Felony Trial Unit B-Drugs	2		Prosecutes drug cases. Possession, manufacturing, delivery, promoting prostitution.
151001d	District Attorney	Felony Trial Unit C-Gangs	2		Robberies, residential burglary, weapons, gang related crimes, vehicular homicides and assaults, arson, felony animal abuse.
151001e	District Attorney	Felony Trial Unit D-Violent Person	2		Aggravated assaults, rape, child abuse, kidnap, sex offenses, attempted murder, compelling

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Program	Dept or Agency	Program Name	Primary Priority	Secondary Priority	Program Description
		crimes			prostitution, official misconduct.
151001f	District Attorney	Felony Pre-Trial	2		Pleas, arraignments, post convictions, extraditions.
151001g	District Attorney	Investigations (Felony)	2		Perform investigatory duties and responsible for detail and follow-up work necessary in preparing cases for trial.
151001h	District Attorney	Regional Organized Crime & Narcotics (ROCN) Task Force (Felony)	2		Regional Organized Crime and Narcotics Task Force.
153001	District Attorney	Juvenile Court Trial Unit	2		Reviews and prosecutes delinquency, child abuse and neglect, termination of parental rights, dependency cases.
153002	District Attorney	Domestic Violence Unit	2		Reviews and prosecutes felony and misdemeanor cases involving violence between partners or family members, elder abuse, violation of restraining orders and community outreach.
153004	District Attorney	Child Abuse Team (MDT)	2		Reviews and investigates reports of child abuse within the family, prosecutes physical & sexual abuse, child homicides & dependency cases.
153006a	District Attorney	Misdemeanor Trial Unit/DUII/Traffic	2		Prosecutes quality of life crimes including; theft, prostitution, assault, harassment, trespass, DUII and other traffic crimes.
153006b	District Attorney	Misdemeanor Intake	2		Reviews, and prepares charging instruments for misdemeanor crimes, violations, traffic crimes and attends misdemeanor arraignments and community court.
153006c	District Attorney	Discovery (Misdemeanor)	2		Required to provide defense any written or recorded reports or statements made in connection with a particular case which the DA intends to offer into evidence at trial.
153007a	District Attorney	Community Court	2		Prosecutes non-violent quality of life crimes such as theft, prostitution and criminal trespass.
153007b	District Attorney	Neighborhood DA	2	6	reviews and issues charging documents on some misdemeanor cases, works with community groups, business assoc. and local law enforcement on strategies to combat quality of life crimes in neighborhoods.
402202	Health	Emergency Medical Services	2		Planning, coordination, regulation, medical direction, quality assurance of county pre-hospital medical care, EMS/ambulance systems and fire departments.
402203	Health	Health Officer Grants	2		Health and medical emergency preparedness projects.
404202	Health	Health Inspections	2	1	Provides environmental inspection and education on food safety to prevent food and water-borne diseases.
404203	Health	Vector & Nuisance Control	2	6	Public health surveillance and control for mosquitoes and rats and code enforcement for urban and rural areas.



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Program	Dept or Agency	Program Name	Primary Priority	Secondary Priority	Program Description
404206	Health	Food Handlers Education & Testing	2	4	Food Handler and Food Manager training and testing is provided to food workers with multiple language and literacy issues, so they may obtain a consistent standards of knowledge on safe food practices.
404208	Health	Communicable Disease Control	2	1	Protects the community from the spread of diseases via investigation of reported cases of communicable disease, health education, and the initiation of control measures to prevent the spread of diseases to individuals and groups in our community.
404209	Health	Occupational Health	2		Provides the OSHA's Bloodborne Pathogens program and the CDC's Tuberculosis (TB) program to protect employees from communicable disease exposure via health education, Hepatitis B vaccinations, TB screenings & personal protective equipment assessments for Multnomah County.
404214	Health	Tuberculosis Prevention & Treatment	2	1	TB screening in high risk populations, therapy to prevent TB cases, early identification and treatment of active TB, case investigation to prevent spreading the disease and surge capacity for other infectious disease outbreaks.
404215	Health	Emergency Preparedness	2		Develop, train, and exercise the Department's Incident Management Team to assure rapid and competent public health emergency response.
407202A	Health	Corrections Health-Detention Center	1	2	Basic medical & dental care to all incarcerated adults at the Detention Center (also known as MDCD)
407202B	Health	Corrections Health - Donald E Long	1	2	Basic medical & dental care to all incarcerated juveniles at the Donald E Long center (also known as the JJC Building)
407202C	Health	Corrections Health-River Rock	1	2	Basic medical & dental care to all incarcerated adults at River Rock Alcohol and Drug treatment facility
407202D	Health	Corrections Health-Inverness	1	2	Basic medical & dental care to all incarcerated adults at Inverness
407202E	Health	Corrections Mental Health Treatment	1	2	Mental health care to chronically and persistently mentally ill incarcerated adults and juveniles.
100603	Mandated Payments	Building Space for State-Required Functions	2		Service reimbursements for the costs of building management for state-required functions, such as the Courts & Tax Supervising.
100605	Nondepartmental	DSS-Justice	2		A multi-jurisdiction criminal justice data warehouse.
212103a	OSCP	Delinquency Prevention	2	5	Services to youth who are exhibiting multiple or severe risk factors linked to juvenile crime, primarily gang involvement.
600104b	Sheriff	Auxiliary Services - Property	2		Provides inmate property, commissary, and laundry services for all facilities and departments within MCSO.

## SAFETY TEAM

Program	Dept or Agency	Program Name	Primary Priority	Secondary Priority	Program Description
600105b	Sheriff	Information Technology Services - SWIS	2		Responsible for the completion of the SWIS project which will move the Sheriff off the county's mainframe. This is a internal service cost associated with Central IT services.
600108a	Sheriff	Inmate Programs Unit	2		Collaborates with corrections personnel to ensure safety, security, and compliance with statutory mandates. Offers counseling, education, mental health, and law library services to facilitate inmate transition to the community.
600108c	Sheriff	Inmate Programs - Volunteers	2		Collaborates with all divisions to provide volunteer personnel throughout the agency.
600203a	Sheriff	Booking & Release	2		The unit operates in an open booking area to safely and efficiently admit, transfer to facilities and release inmates.
600203b	Sheriff	Booking & Release - Gresham Temp Hold	2		This is a temporary holding facility used to house inmates arrested in East County prior to being transported to the intake facility. This facility allows the officers on the street to minimize their travel time and increase their availability time.
600204a	Sheriff	Multnomah County Detention Center (MCDC) - Does not include 86 US Marshall Beds	2		676 bed facility funded at 434 beds (1 floor is closed for electronic & fire suppression upgrade). Provides custody and supervision for County, State, and Federal prisoners. Also provides hospital security for inmates housed at local hospitals.
600204b	Sheriff	Multnomah County Detention Center (MCDC) - CERT Unit	2		Emergency response team for MCDC during emergency situations and periodic searches done within the facility. They also are part of the mobile booking unit used on an as needed basis.
600204c	Sheriff	Multnomah County Detention Center (MCDC) - 86 US Marshall Beds under contract	2		86 beds designated under contract to US Marshalls. Facility provides custody and supervision for Federal prisoners.
600205	Sheriff	Inmate Classification	2		Assesses inmate risk, controls inmate movement, provides due process hearings, and complies with state-mandated release guidelines. Classifies inmates before moving them to a housing unit.
600206	Sheriff	Multnomah County Correctional Facility (MCCF)	2		Medium-security adult male correctional facility with a capacity of 190 funded at 156 beds. Houses the work crews.
600207	Sheriff	Work Crews	2		Inmates performs tasks to reduce county costs. Priority is given to crews that perform functions internal to the jail, and that support outside contracts.
600208	Sheriff	Multnomah County Inverness Jail (MCIJ)	2		Medium security facility with a capacity of 1,014 but funded at 843 beds. Ensures the proper custody, control, and supervision of County, State, and Federal inmates, and encourages inmates to participate in their reintegration into the community.



## SAFETY TEAM

Program	Dept or Agency	Program Name	Primary Priority	Secondary Priority	Program Description
					TEAM NOTE: In the ranking process, MCIJ will be broken down by total cost per dorm.
600209	Sheriff	Multnomah Work Release Center (MWRC)	2		Capacity for 80 beds with 60 beds funded. Provides employment, education and treatment referrals, and supervision to offenders. Addresses the need to reintegrate inmates into the community.
600210	Sheriff	Transport	2		Provides secure movement of inmates to and from the courts and north-south and east-west shuttles for inmates around the state.
600211	Sheriff	Wapato	2		A medium security facility with capacity for 525 currently unoccupied. Of the 525 beds 300 can be used to support other varied programs.
600212	Sheriff	Facility Security	2		Ensures the security of government facilities by using Facility Security Officers (FSO's) to provide services to: Justice Center, MCIJ, the County Courthouse, Central Library, Gresham Court, and the Juvenile Justice Center. Controls access, accepts prisoner funds & bail.
600213a	Sheriff	Court Services Unit	2		Responsible for courtroom safety; booking persons remanded to custody; assisting Facility Security Officers (FSO's) with emergency help; and escorting inmates. Also staffs the Courthouse Jail which provides court appearances.
600214	Sheriff	Community Supervision (Close Street Supervision)	2		Intensive supervision of offenders who are released pre-trial. Certified corrections deputies monitor offenders who are deemed likely to re-offend. One method of supervision is electronic monitoring.
600301b	Sheriff	Enforcement Division Management - SERT Unit	2		Emergency response team for the Sheriff's office during emergency situations.
600303a	Sheriff	Investigations - Detectives	2		Conducts criminal investigations in the unincorporated areas of the County, correctional facilities, and contracted entities in accordance with Oregon Law.
600303b	Sheriff	Investigations - Child Abuse Team	2		Conducts criminal investigations in area of Child abuse for the unincorporated areas of the County, and contracted entities. Additionally this unit maintains sex offender registration in accordance with Oregon Law.
600304	Sheriff	Special Investigations	2		Investigates street and mid-level activity and gathers evidence for criminal prosecution and civil forfeiture cases in unincorporated & East County areas.
600308a	Sheriff	Patrol	2		Protects life and property & enforces the Oregon Criminal Code and Multnomah County Ordinances. Provides 24/7 services to unincorporated County, Fairview, Maywood Park, & Wood Village.

## SAFETY TEAM

Program	Dept or Agency	Program Name	Primary Priority	Secondary Priority	Program Description
600308b	Sheriff	Patrol-School Resource Officer SRO	2	5	Patrol officers at County Schools located within the unincorporated areas of Multnomah County.
600309	Sheriff	Traffic Safety	2		Provides the following services: traffic safety, traffic enforcement, accident investigation, hazmat incident response, the Clandestine lab team, DUII team, and ODOT Work Zone safety contract enforcement.
600310a	Sheriff	River Patrol Unit	2		Provides law enforcement, emergency assistance, dive/rescue, fire suppression, marine safety education & crime prevention on 97 miles of water-way on the Willamette, Columbia and Sandy Rivers.
600310b	Sheriff	River Patrol - Dive Team	2		Provides emergency assistance in the area of dive and rescue, on the 97 miles of waterway on the Willamette, Columbia and Sandy Rivers.
600311	Sheriff	Civil Process	2		Carries out the mandated duties of the Sheriff as the ministerial officer of the court. Enforces civil court orders, serves civil law suits and manages the care, custody, and transport of involuntary commitment process persons.

### VIII. Considered, but not included in the rankings this year

- Use Activity-Based Costing to breakdown total costs for MC Detention Center and other County facilities with multiple functions.

### VIII. A word about our Process:

Observations from the team about the process include:

- Acknowledging the challenges and gifts of the composition of the Safety Team (high representation from the current public safety system), team members developed a set of ground rules to ensure citizens' perspective, and operated from their brainstormed list of various citizens' stakeholder groups. Team members challenged each other to wear their citizens' hats, and used citizens' based evidence in creating the Strategy Map.
- Team members worked to rate programs based on their relationship to the Strategy Map, and not based on the overall value of the program. However, it was difficult for invited experts, as well as team members, to approach this as a building process rather than a cutting process.



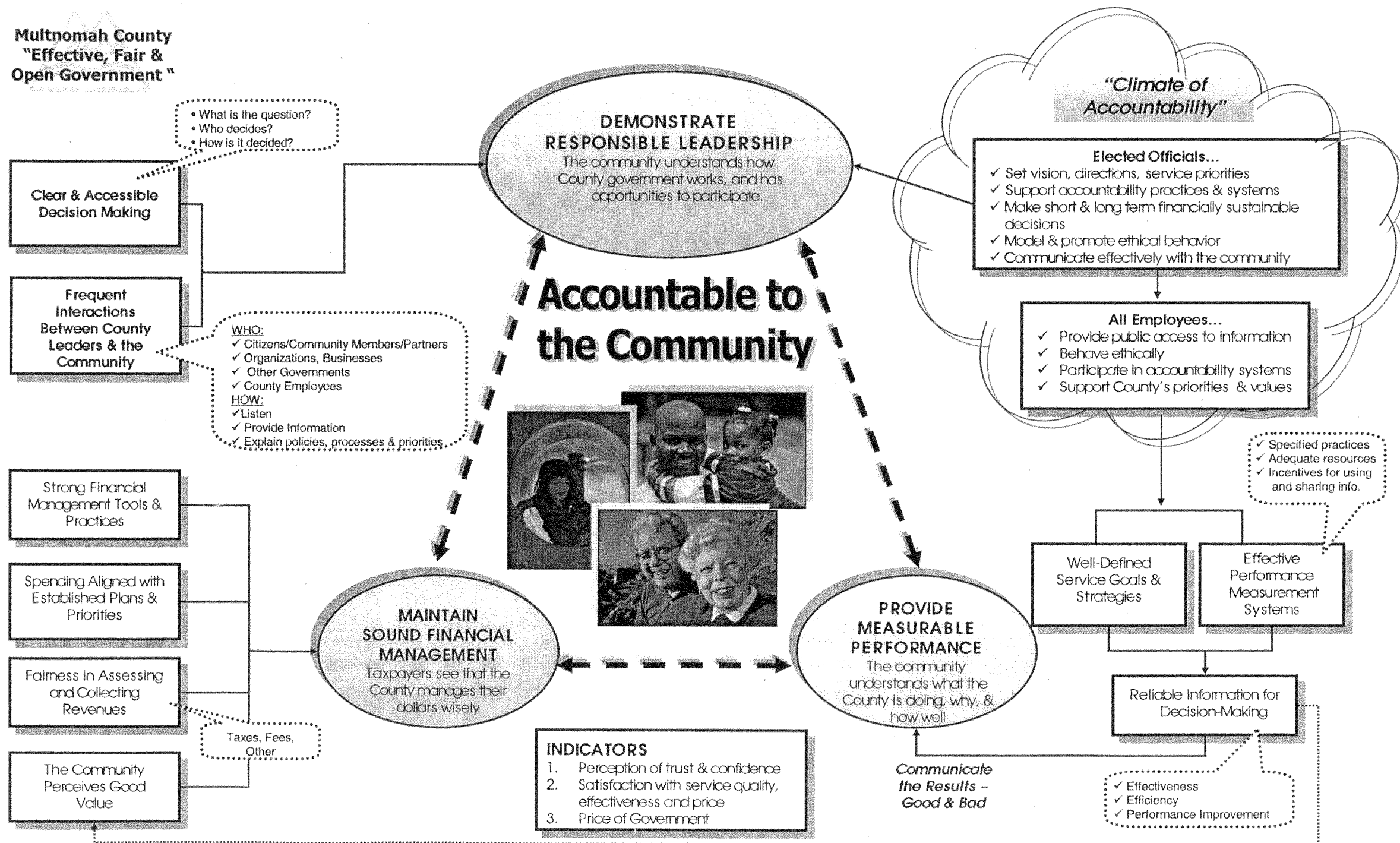
## **SAFETY TEAM**

- When considering how to rank programs, it was important to occasionally step back and ask the question, is there a direct or indirect connection to the overall priority and its strategies? With so many programs, this helped to sort out the highs, mediums and lows.
- Team members hope that the Board has the same opportunity as we did to discuss the contributions of different programs where there are widely varying rankings. Our discussions helped us better understand our own pre-conceived notions and appreciate the varying levels of information people had as well as how people understood the same information differently.
- The Team felt that ranking by program made it difficult to think strategically about "lines of business". The process' forced choice rankings and the sheer volume of Safety programs made it difficult to display the interconnectedness of programs.

### **Safety Team:**

Larry Aab, Sheriff's Office  
Carol Ford, Health Department (Leader)  
Steve Liday, Department of Community Justice  
Scott Marcy, District Attorney's Office  
Matt Nice, Budget Office  
Molly Raphael, Library  
Brent Ritchie, Sheriff's Office  
Hector Roche, Health Department (Facilitator)

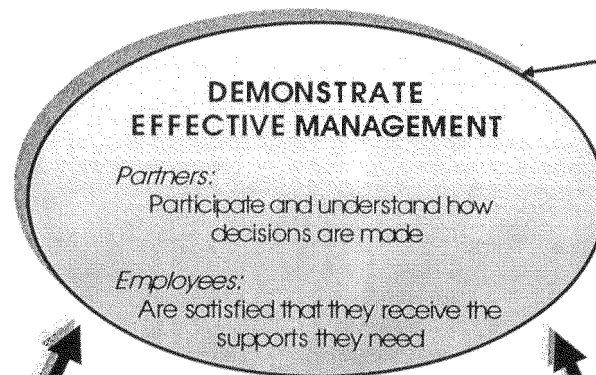
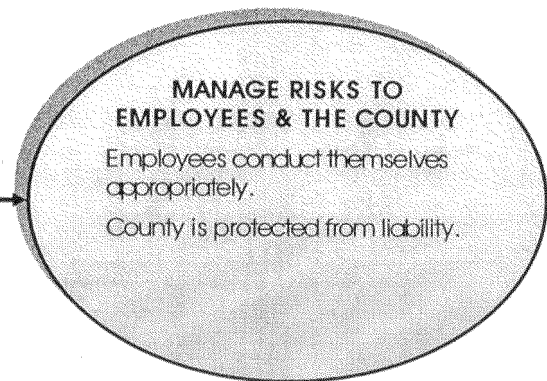
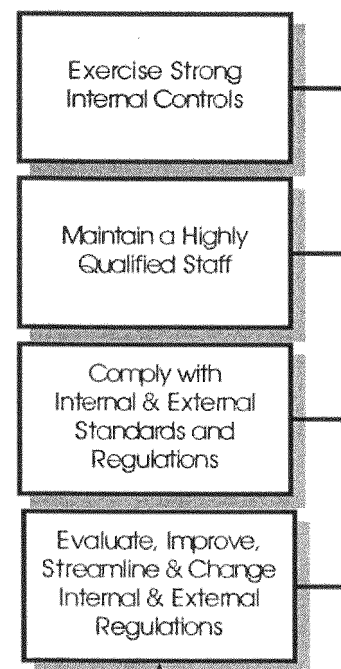
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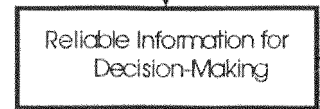
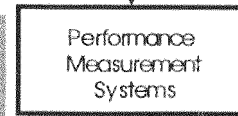
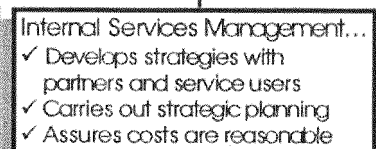
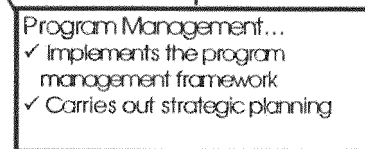
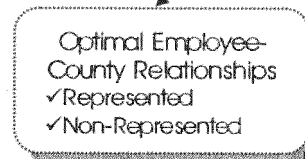
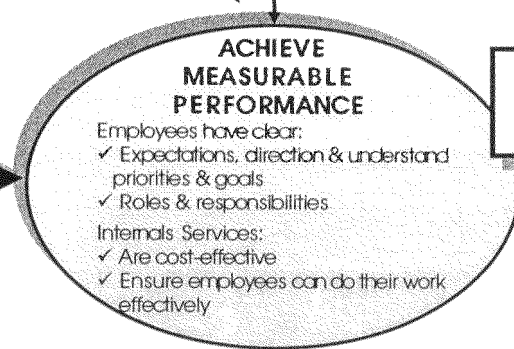
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INDICATORS

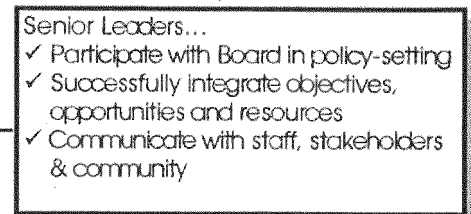
1. Internal perception of trust and confidence
2. Internal satisfaction with service quality, effectiveness and price
3. Amount spent on Internal Services as a % of total budget (*specific measures TBD and benchmarked against comparable counties*)



**Accountable to the County**



Communicate the Results - Good & Bad



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## Accountability Team Strategy Mapping

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**PRIORITY:** I want my government to be accountable at every level.

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### Mid-Year Process 2005 Strategy Mapping Narrative MULTNOMAH COUNTY OREGON

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#### Accountability Team:

Val Andreas, Becky Cobb, Christian Elkin, Mike Morris, Kathleen Treb (Facilitator), Gary Oxman (Team Leader)

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**Priority – Result to be realized, as expressed by citizens:** I want my government to be accountable at every level.

This includes “external” accountability – to the citizens/community, and “internal” accountability – among county officials and employees.

#### Indicators of Success – How the county will know if progress is being made:

- **Perception of trust and confidence (community and internal)**
- **Satisfaction with service quality, effectiveness and price (community and internal)**
- **Price of Government (community accountability only)** *[NOTE: The Team suggests that this indicator should 1) include separate calculations to reflect the respective contributions of costs borne by individuals and businesses, and 2) utilize display methods that compare the price of Multnomah County government with the prices of Oregon and the Federal governments.]*
- **Internal Services Costs - percent of the county budget that is spent to provide support services (internal accountability only).** *[Note: Specific contributing cost elements to be developed]*

#### Strategy Mapping – Focused choices to realize results:

The nature of our priority required that we look at both accountability of county government to the community, and accountability of county officials and workers to each other. While these are interconnected, we felt it best to display them separately because the specific roles, responsibilities, actions and processes to improve accountability in these settings differ significantly in some important respects.

#### External/Community Accountability

##### NOTE:

After its meeting with Professor Phillip Cooper from PSU's Hatfield School of Government, the Team intentionally changed its terminology from “accountability to citizens” to “accountability to the community” for two reasons. First, “accountability to citizens” is not adequately inclusive of the diverse membership and participation of our community. Second, and more importantly, “accountability to citizens” implies that the business of government is to address the needs and wants of individual citizens, and that accountability is therefore primarily to individual citizens. We support the traditional view that the inherent authority and responsibility of government is to promote the general well being of the community.

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## **Accountability Team Strategy Mapping**

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**PRIORITY:** I want my government to be accountable at every level.

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The highest priority strategy for Multnomah County government to achieve accountability to the community is to consistently demonstrate responsible leadership. In a representative government, citizens appropriately feel that the primary government accountability relationship is between themselves and their elected officials. Citizens exercise accountability directly by voting, and indirectly through expressing themselves to the government or to other community members. Their support for elected officials and policies is based on their understandings of government's work and results – understandings often derived from direct interactions with government and from communications with others (often through the media). From the evidence our group examined, three factors appeared to be critical:

- 1) Clear and accessible decision-making. Citizens want to know what the question is, who will make the decision, how they will make the decision, and what roles citizens and others have in the process. Multiple lines of evidence suggest that even when they disagree, people will see government as credible if decision making is clear and open.
- 2) Frequent, genuine-feeling interactions with government leaders. Evidence suggests that people want to feel that they have been listened to. They judge this in three ways:
  - Seeing government make decisions they agree with,
  - Feeling that a question is undecided, and that their input will impact the decision, and
  - Getting a clear explanation of the reasons behind the government's decision.
- 3) Having officials set clear directions and priorities for the work to be done, the methods to be used, and the climate in which the work is done.

The Accountability Team judged Providing Measurable Performance and Maintaining Sound Financial Management as important secondary strategies that assure the county's work is being done in an effective and accountable manner.

### Internal Accountability

The Team believes that demonstrating effective management is the highest priority strategy to improve internal accountability. Effective management starts with elected officials setting broad policy frameworks on management approach and internal services. It results in: 1) clear translation of elected officials' policy and climate-setting into effective systems and actions, 2) having appropriate involvement of internal and external partners in decision-making, and 3) assuring that employees have the supports they need to do their work. Effective management requires that detailed strategy development and implementation are delegated to appropriate internal county leaders. To produce both effective management and measurable performance results, these leaders must work in partnership with employees.

The Accountability Team judged Achieving Measurable Performance as an important secondary strategy in that it is both the result of effective management, and serves as a feedback loop for improving performance. The Team felt that managing risks to employees and the county was also a secondary strategy. Managing risks results in appropriate conduct on the part of employees and the county as a whole. These, in turn, protect the county from negative events that adversely affect employees' and the community's sense that the county is accountable.

### **Evidence – Proven or promising practice:**

The Team used evidence from several sources to craft our External and Internal causality maps, and evaluate the proposed Indicators of Success. The information from these various sources identified a number of themes; support for these themes was quite consistent across



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## **Accountability Team Strategy Mapping**

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**PRIORITY:** I want my government to be accountable at every level.

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multiple bases of evidence. While we recognize that some specific issues and perceptions are bound to the current local climate and recent events, we believe our products are strongly based in current academic and practical evidence on governmental accountability. We found two lines of evidence regarding accountability particularly compelling.

The first was public input as represented by the Focus Group Research Report by the Metropolitan Group and discussions with members of the county's various budget advisory committees. Both these sources identified the importance of government listening to community members, communicating about its actions, and adhering to defined procedures to assure "transparent" process as critical for maintaining accountability to the public. These sources also identified a number of financial issues – a balanced budget, appropriate levels of funding, affordable taxes, and fiscal integrity – as supporting accountability.

The second line of evidence is a body of theoretical and empiric literature from political science and public administration. This literature: 1) makes the tensions among competing views and values that impact accountability explicit, and 2) identifies general principles (especially on performance measurement and communication) that support accountability. One important tension is the need to constrain government from arbitrary actions vs. ensuring that government does take action and provide necessary services. Similarly, there is tension when accountability is viewed as having multiple dimensions: using positive/motivating vs. negative/punishing approaches, utilizing the view from within vs. outside the organization, and emphasizing the roles of high-level leaders vs. regular employees as driving accountability. Two key points of this literature are: 1) there are certain baseline conditions necessary for accountability - e.g., the public's understanding of government's actions, processes, and results, and 2) a given government's approach to accountability may change over time, but depends on balancing various tensions among values in a way that is clear to the public at any point in time.

### **New Program Options – In Priority Order:**

**Improve Public Communication Capacity (S100202)** – This is primarily a Scaling option with elements of Partnership/Reconstruction.

Purposes: Increase 1) public's knowledge of county government and services, 2) the visibility of the county and, 3) the county's capacity to establish and maintain effective relationships with interested community members.

Approach: Increase Public Affairs Office's (PAO) capacity to focus on effective communications with the public at large and with interested community members. Work would include developing a comprehensive communication approach with strategic, consistent and coordinated messages to the public from the Board/other county elected officials and county programs. The work would 1) begin as strategic planning based on clearly defined communication and accountability goals identified by the Board and county programs (e.g., focused on increasing visibility and credibility) , 2) establish forums for community members and leaders to engage in two way dialogue on emerging issues and 3) utilize a best practices approach (including research and evaluation of effectiveness).

Additional Benefits: This approach would also support the Vibrant Communities goal of building community partnerships.



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## Accountability Team Strategy Mapping

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**PRIORITY:** I want my government to be accountable at every level.

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Estimated Cost (Very Rough): A minimum cost would be \$200,000 (2.0 mid-level FTE, routine M&S, professional services/consulting)

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**Redesign of Formal Citizen Involvement Processes (R100205)** – This option involves elements of Deconstruction and Partnership/Reconstruction.

Purpose: Improve county's citizen involvement processes in order to achieve appropriate input into 1) departments/programs, 2) the budgeting process (program/department through Board levels), and 3) elected officials' and senior leaders' decision-making on important community-wide issues. This is intended to emphasize ongoing institutional approaches to having input from non-stakeholder community members, and to complement the Improved Communication Capacity initiative as described in #1 above.

Approach: Understanding that the Office of Citizen Involvement is established through the Home Rule Charter, we recommend building on the ongoing Citizen Involvement Committee redesign process, and focus this process to use a "from the ground up" approach. Examples of specific potential methods for expanding citizen participation to be considered could include:

- Basic education for all citizens serving on boards and commissions (e.g., "Multnomah County 101"),
- Partnerships with departments and other jurisdictions' community involvement activities (e.g., Portland's Office of Neighborhood Involvement), and
- Developing systems to gather feedback from citizens participating in formal citizen involvement processes.

Estimated Cost (Very Rough): Unknown – probably less than an additional \$50,000 per year (depending on an assessment of current resource capacity and ability to refocus resources)

### Program Inventory, Including New Options:

The following is a list of the programs of the accountability priority. The programs listed below are not in rank order.

The primary factor the Accountability Team considered in ranking programs was how strongly a given program was associated with the Team's "internal" and "external" causality maps. The Team found that a number of existing county programs can be thought of as explicitly or implicitly supporting accountability (both to the community and within county government). At the same time, the Team felt that there is an opportunity for the county to improve its institutional environment to ensure that two critical components of accountability are addressed consistently over the long term: 1) Providing Responsible Leadership, and 2) Demonstrating Effective management. The Team has offered three program options (two for the short term, and one for the longer term) as a way to improve these components.

Based on our team's learnings, we think that the Board may find the following information useful.

- Many "programs" delineated in the current county budgeting system are strictly accounting entities, and do not have direct program or service delivery impacts. Examples among programs reviewed by the Accountability Team include:

## **Accountability Team Strategy Mapping**

**PRIORITY:** I want my government to be accountable at every level.

- o Facilities Debt Service (751401d). This is a subset of the Capital Debt Retirement (100802).
- o Workers Comp Claims (751104a). This is a pass through of payment for Workers Comp claims
- o Human Resources HR – Unemployment Insurance (751103e). This reflects only what the county pays out if employees are laid off
- o Business Income Tax – BIT (100606). This tracks the revenue contract that provides pass through payments to other jurisdictions as part of the county's role in collecting the BIT.

There may be similar accounting entity "programs" in the ranking lists of other Priority Teams.

- The Multnomah County budgeting process will need major restructuring for a Priority Budgeting approach to be successful. Current "programs" as delineated in the budget can include varying mixes of costs and revenues related to direct service delivery, support services, management/administration, pass-through, and other activities. This mixing is a problem in that it is not consistent from program to program. As a result, it is very difficult to accurately compare programs in terms of what the county is purchasing, and how much it costs in total. The Team sees this as important accountability issue.

### **Program Inventory, Including New Options:**

The following is a list of the programs of the accountability priority. The following programs are not listed in rank order. Based on our team's learnings, we have added additional information that the Board may find useful.

<b>Department or Agency</b>	<b>Program Name</b>	<b>Program Description</b>
DCHS	Mental Health & Addictions Services Medical Director	The Medical Director oversees clinical services that are available through County-operated programs and those provided by community contractors.
Health	Clinical Quality Assurance, Accreditation and Technology	Provides quality assurance, accreditation, federal grant maintenance, and clinical technology infrastructure support.
Independent County Agencies	Citizen Involvement Committee	Works with County officials, departments, and the community to facilitate and enhance opportunities for citizen involvement in Multnomah County.
Elected Officials	Chair's Office	Chair is CEO, administers all County programs not under Sheriff, Auditor, DA, or BCC.
Elected Officials	District 1	Conducts all County legislative activities; member of Budget Committee.
Elected Officials	District 2	Conducts all County legislative activities; member of Budget Committee.
Elected Officials	District 3	Conducts all County legislative activities; member of Budget Committee.
Elected Officials	District 4	Conducts all County legislative activities; member of Budget Committee.

## Accountability Team Strategy Mapping

**PRIORITY:** I want my government to be accountable at every level.

Elected Officials	Centralized Boardroom Expenses	Accounts for expenses necessary for the operation of the Board of County Commissioners.
Auditor	Auditor's Office	Conducts audits to increase the efficiency of County government.
Auditor	School Audits	Conducts performance audits of Multnomah County schools as required by the Temporary Local Income Tax
Independent County Agencies	County Attorney	Reviews legal aspects of County government operations; defends claims against the County, provides legal advice.
Independent County Agencies	Public Affairs Office	Provides communications services to County agencies and conveys County agenda to Legislature.
Independent County Agencies	Tax Supervising & Conservation Commission	Provides budget oversight to 36 governments in Multnomah County.
Independent County Agencies	Local Public Safety Coordinating Council	Brings together agencies that work or are interested in public safety to assure that policies and programs work together across jurisdictional lines.
Independent County Agencies	Cultural Diversity Conference	An annual conference sponsored by the County, the City of Portland, and other jurisdictions that offers speakers and workshops on diversity topics.
CCFC	School Aged Policy Framework	Supports implementation of the School-Aged Policy Framework through advisory and community outreach roles.
CCFC	Poverty Elimination Framework	Mobilizes community involvement with Poverty Elimination Framework initiatives.
Debt Repayment	Unused Mainframe Capacity	Repayment of an internal loan taken out for several computer projects, including the SAP upgrade.
Non-County Agencies	Business Income Tax	Accounts for the BIT that is shared with Gresham, Troutdale, Wood Village, and Fairview.
Debt Repayment	Capital Debt Retirement	Accounts for principal & interest payments on County debt.
Debt Repayment	GO Bond Sinking Fund	Accounts for principal & interest payments on County GO Bond debt.
Debt Repayment	Revenue Bonds	Accounts for the principal & interest payments on bonds issued to acquire and construct non-profit facilities financed in partnership with the County.
Debt Repayment	PERS Pension Bond Sinking Fund	Accounts for principal & interest payments on pension obligation revenue bonds issued to retire the County's PERS unfunded accrued liability.
Debt Repayment	Tax Anticipation Notes	Appropriation that pays interest on short term loans in anticipation of receipt of property taxes.
Debt Repayment	Equipment Acquisition Fund	Accounts for expenditures for long-term lease purchases of equipment.
DCHS	Mental Health Quality Management	Provision of services as the Local Mental Health Authority to audit and certify all community mental health providers and perform auditing, quality monitoring, and contract performance for the State Mental Health Organization Contract, conduct abuse investigations for adults.
Health	Health Officer	Enforcement authority for public health laws, analysis and leadership on critical public health issues.
Health	Community Health Promotion, Partnership and Planning	Creates and maintains community partnerships through health collaboration efforts, which support health disparities reduction; provides management oversight of CHP3 services.

## Accountability Team Strategy Mapping

**PRIORITY:** I want my government to be accountable at every level.

Health	Health Planning & Evaluation	Data analysis, research and community epidemiology for strategic planning and evaluation of the most effective interventions to improve health and prevent or mediate disease; on-going federal grant support; grant writing and collaboration on community grant applications,
Health	Citizen and Community Involvement and Governance	Supports the Community Health Council, which functions as the department CBAC, HIV Planning Council, Coalition of Community Health Clinics.
Health	Community Environmental Health	Protocol for Assessing Community Excellence in Environmental Health (PACE EH) engages the community in identifying, prioritizing & developing interventions to environmental concerns/issues that impact health to guide future program development & resource allocation.
DCJ	HIPAA & Background Investigations	Establishes and ensures HIPAA compliance for the department, and performs background investigations for new hires.
DCJ	Research and Evaluation Unit	Conduct critical juvenile and adult justice system research to DCJ management, staff and Board of County Commissioners for program planning, quality improvement, day-to-day management, and the assessment of program impacts. Prepare SEA's.
DCJ	Staff Development & Training	Recruit and train over 200+ volunteers providing over \$350,000 of services for the Department. Provide required training for staff to improve service delivery and adhere to statute requirements.
Sheriff	Professional Standards-Inspections	Ensures units & individuals conform to MCSO policies and procedures, existing laws, and ethical standards.
Sheriff	Professional Standards-Internal Affairs	Investigates complaints & concerns received from the public & from MCSO staff. Unit recommends corrective action when appropriate.
Sheriff	Resource Analysis Unit	Provides management information, data analysis, & reporting for the agency.
Sheriff	Training	Provides instruction and coordination of classes in order to meet training requirements for correction & law enforcement deputies.
Community Services	Elections	Est. precinct boundaries; verifies sig. on petitions and ballot envlps; maintains voter reg file; issues, counts ballots; audits contr exp reports; accepts cand. filings; maintains precinct comm records for major pol. parties
County Business Services	Service Performance Team	Coordinates work on SLAs, cost models, organizational change, communications and budget.
County Business Services	SAP Support Team	Ensures adherence to Federal, State and County Regulations and the terms of labor agreements. Works with HR/Finance Operations to re-tool business processes for greater efficiency.
County Business Services	Human Resources - Payroll	Ensure that employees are accurately and properly paid and that all deductions from pay are remitted to the correct agency/authority
County Business Services	Human Resources - Recruitment	Recruit, select, promote and retain qualified employees; provide layoff services to employees
County Business Services	Human Resources - Diversity, Equity and Affirmative Action	Ensure that employee diversity reflects the community and that all applicants and employees have an equal opportunity at hiring, advancement, training, etc. Develop cultural competency framework for County. Provide EEOC/Affirmative Action services (EEOC,BCC Diversity Initiative)

## Accountability Team Strategy Mapping

**PRIORITY:** I want my government to be accountable at every level.

County Business Services	Human Resources - Labor Relations, Class Comp, Training Coordination, HR Consulting, and HR Maintaining	Provide ongoing workplace management of employees during the lifecycle of their tenure; provide strategies for retaining qualified employees, provide accurate records of employment actions
County Business Services	Human Resources Benefits Administration	Administer benefits programs for County employees and their families
County Business Services	Human Resources Benefits Retiree Insurance	Provide health and welfare benefits to County retirees and their families
County Business Services	Human Resources Benefits Wellness	Provide health promotion and wellness benefits to County employees and their families
County Business Services	Human Resources Benefits Medical/Dental	Provide medical and dental benefits to County employees and retirees and their families
County Business Services	Human Resources Benefits Unemployment Insurance	Provide unemployment benefits to County employees who have been laid off
County Business Services	Human Resources Benefits Life/Disability Insurance	Provide life/disability benefits to County employees and their families
County Business Services	Workers Comp Claims	Provide care, treatment and continuation of income for workers injured on the job (ORS 654, MCPR 4-40)
County Business Services	Workers Comp Admin	Provide a safe and healthy work employment; provide care, treatment and continuation of income for workers injured on the job (ORS 654, MCPR 4-40)
County Business Services	Finance Operations Administration	Directs Finance Operations (\$195,000 of this money funds staff in the three Finance teams, below; the rest supports a .0.5 FTE Director).
County Business Services	Finance General Government Team	Provides the following services to the line departments: purchasing goods and services, paying bills, taking in money, and preparing billings to grantors.
County Business Services	Finance Health & Human Services Team	Provides the following services to the line departments: purchasing goods and services, paying bills, taking in money, and preparing billings to grantors and medical insurers.
County Business Services	Finance Public Works Team	Provides the following services to the line departments: purchasing goods and services, paying bills, taking in money, and preparing billings to grantors.
County Business Services	Information Technology Division Management	Provide strategic direction for County use of new technologies, aligning IT resources and activities with county priorities
County Business Services	Applications Support Department Specific	Develop, maintain and enhance computer applications in support of county programs
County Business Services	Applications Support Enterprise-Wide	Develop, maintain and enhance computer applications in support of county program applications--data analysis, integration and use of data modeling data extraction and data loading tools, and the inter/intranet development environment

## Accountability Team Strategy Mapping

**PRIORITY:** I want my government to be accountable at every level.

County Business Services	Telecommunications Services	Provide telephone and related services to all county programs and over 60 non-County programs: combination of fixed infrastructure costs, and variable service levels for phone, voicemail, video conferencing, paging, cellular, pay phones and LAN WAN cabling
County Business Services	Desktop Services	Provide installation and support desktop computers, servers, peripherals, printer and local area network and the help desk, access to the internet, and e-mail
County Business Services	Enterprise Infrastructure Support - WAN	Provide Wide Area network, connecting county facilities.
County Business Services	Enterprise Infrastructure Support - Tech Services	Provide technical services to maintain and support the server system.
County Business Services	Enterprise Infrastructure Support - Mainframe	Provide mainframe support.
County Business Services	Enterprise Infrastructure Support - Data Center	Operate the data center.
County Business Services	Enterprise Infrastructure Support - PC Flat Fee	Manage the program to replace PCs and software on a regular schedule (Flat Fee Program).
County Business Services	Facilities Division Operations & Maintenance - Ongoing Operations and Maintenance	Carry out ongoing operations and eminence work, including routine maintenance and repairs.
County Business Services	Facilities Division Operations & Maintenance - Utilities	Pass through of utilities charges. 60190
County Business Services	Facilities Division Operations & Maintenance - Leases/Rentals	Rent payments for non-County buildings occupied by County programs. Rentals 60210
County Business Services	Facilities Division Operations & Maintenance - Debt Service	Debt service on money borrowed to complete facilities capital work.
County Business Services	Facilities Division Operations & Maintenance - Capital Maintenance Projects	Facilities capital projects. Buildings 60530
County Business Services	Facilities Division Operations & Maintenance - Reserves and Cash Transfers	Cash transfers of \$3.71m to capital funds. Reserves of \$2.175m.
County Business Services	Asset Management	Provides services for leasing space (both in and out), disposing of properties, and planning for courthouse project.
County Business Services	Facilities Customer Service - Property Mgmt	Works with customer agencies to identify problems, specify solutions, and track work progress.

## Accountability Team Strategy Mapping

**PRIORITY:** I want my government to be accountable at every level.

County Business Facilities Services Administration	Contains FM Director, and budget and analytic staff for facilities management.
County Business FREDS Division Services Management	Administers division; provides personnel management, budget preparation and control, capital purchasing, billing services, and policy development.
County Business Fleet Services Services	Manages county fleet. Acquires, equips, maintains, fuels, County vehicles. Provides fleet service to other governments.
County Business Electronic Services Services	Designs, installs, maintains, and repairs detention electronic equipment and systems, two-way radio equipment and systems, and other electronic equipment.
County Business Records Section Services	Maintains inactive records for county Departments in accordance with statute and in conjunction with management's needs for access, preservation, space, and security.
County Business Mail Distribution Services	Distribution Services: picks up and delivers interoffice mail; picks up, meters, and processes U.S. mail; folds and inserts mail items; delivers health supplies, lab samples; and central stores supplies.
County Business Materiels Management Services	Materiel Management purchases, receives, warehouses, resells, and distributes volume discounted stock in food, office, medical, and janitorial commodities to maximize savings.
Finance, Budget, General Ledger & Tax	General Ledger maintains the County's accounting systems, financial records, internal control and procedures; manages revenue collections; prepares grant and monthly financial reports, Indirect Cost Allocation Plan, and CAFR.
Finance, Budget, Property & Liability & Tax Risk Unit	Manages property, liability, and insurance programs in accordance with legal requirements and County policies; negotiates and purchases property and liability insurance; and adjusts property, liability, and subrogation claims.
Finance, Budget, Retirement Programs & Tax	Manages the County's retirement programs-PERS, Deferred Compensation Plan, and Library Retirement Plan; manages contracts with investment providers; amending retirement plans to reflect new legislation; and educates employees
Finance, Budget, Budget Office & Tax	Budget manages the County's budget process; ensures legal compliance; helps departments prepare and administer budgets, provides financial forecasting, provides program and financial analysis for the Board, Chair and departments.
Finance, Budget, Tax Administration & Tax (Non-ITAX)	Tax Administration (Non-ITAX) supports the County's fiduciary tax responsibilities, focusing resources on administering and collecting the County Taxes, the Business Income, Transient Lodging, and Motor Vehicle Rental Taxes.
Finance, Budget, ITAX Administration & Tax	Administers and collects the Temporary Personal Income Tax; manages IGA's with Portland to assess and collect income taxes, penalties, interest; audit compliance; process refunds; and distributes collected taxes to other governments.
Finance, Budget, Treasury Office & Tax	Treasury provides centralized treasury and cash management services to the County, other government agencies and constituents; manages cash assets, County debt and investment portfolio; and finances capital acquisitions.

## Accountability Team Strategy Mapping

**PRIORITY:** I want my government to be accountable at every level.

Finance, Budget, Tax & Tax	Collection/Records Mgmt Admin	Admin guides strategic direction for the division, prepares budgets, work plans, manages HR activities, purchasing, contracts, fiscal accounting and portions of the County Clerk function defined by statute.
Finance, Budget, Tax & Tax	Records Management (A&T)	Maintain tax roll descriptions, recorded document files, street lighting & fire patrol rolls, A&T Maps; records & processes subdivisions, condominiums, partition plats, annexations, County road filings, government exemptions.
Finance, Budget, Tax & Tax	Tax Collection	Mails Property Tax statements, collects taxes & distributes to 60 levy code districts, processes tax foreclosures, processes tax refunds, maintains computer files on tax accounts.
Finance, Budget, Tax & Tax	Board of Property Tax Appeals	BOPTA Program accepts and processes property tax appeals and board decisions, schedules hearings, and provides administrative support for the Board. Tax Information staff provide this support.
Finance, Budget, Tax & Tax	Property Valuation Admin	Administration coordinates strategic direction for the division, budgeting, work plans, and improvement of work processes, manages HR activities, grievances, purchasing, contracts, fiscal activities, & time entry functions.
Finance, Budget, Tax & Tax	Property Valuation- Data Operations	Data Operations provides data entry for the appraisal, tax collections, and records management programs. It also provides support for A&T divisions by performing recording / indexing.
Finance, Budget, Tax & Tax	Property Valuation- A&T Business Applications Support	Compiles property tax levies, calculates tax rates, extends taxes, produces tax bills; Manages Data Operations; Administers operation of program software for A&T Systems, Recording, Cashiering, and Tax Collections.
Library	Communication with the Public	Informs the public about library services, programs and special events through publications, promotions and the web site; organizes special events and programs; coordinates contact with the media.
Countywide	Contingency & Reserves	Contingency and Reserves for the various funds the County uses.
Countywide	Contingency -- Class Comp Studies	General Fund set aside for Class Comp Studies
Community Services	Land Use and Transportation Budget & Operations Support	This unit offers administrative support, including budget, records management, payroll, contracting, word processing, reception, and financial reporting and analysis. Services are extended throughout Community Services as requested
County Business Services	Human Resources Benefits Bus Pass Program	Provide bus passes to County employees
County Business Services	Safety Program	Provide a safe and healthy work employment;

### Program Options considered but not included:

**Strategic Plan for Performance Accountability** – This is a New to Multnomah option.



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## **Accountability Team Strategy Mapping**

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**PRIORITY:** I want my government to be accountable at every level.

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Purpose: Ensure that the community has confidence that the county is doing its work in an effective, efficient and accountable manner.

Approach: Undertake planning to develop an enterprise-wide approach for effective management of county programs/activities. This includes:

- Chair and Board-level Activities:
  - Set countywide policy framework for management and internal services
  - Provide adequate resources
  - Encourage an environment for optimal employee-county relationships
- Senior Leadership Activities:
  - Participate with Board in developing policy framework for management and internal services
  - Implement these frameworks in ways that can be stable over time and adjusted in response to changing circumstances
- Employee Activities
  - Provide input on framework via management
  - Actively support and participate in implementation
- Citizen/Community Member Activities
  - Provide input on framework via management
  - Participate in evaluation of implementation and results

### **Program Options considered by Accountability Team at Commissioners' Request**

#### **Shared Services**

The Accountability Priority Team was asked to respond to a Commissioner's request to identify "options and alternatives to current Shared Service Organization." Given the short time frame to respond, the Team was only able to 1) review some published summaries on shared service delivery models, and 2) review some external assessment information and comments on Multnomah County's current approach to shared services. Considering these information sources, the Accountability Team offers some observations on shared services; these observations are rooted in the Team's overall approach to accountability.

#### **Highlights of Published Summaries<sup>1</sup> on Shared Services**

The following touches on the identified *goals* and *best practices* for implementing a shared services model:

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<sup>1</sup> Accenture. "Focus on Value: The Case for Shared Services in the Public Sector." November 2003: 1-24. [www.accenture.com](http://www.accenture.com).

Public Management Service. "Best Practice Guidelines for User Charging for Government Services." PUMA Policy Brief No. 3. March 1998: 1-5.  
[www.oecd.org/puma/mgmtres/budget/index.htm](http://www.oecd.org/puma/mgmtres/budget/index.htm)

Government Finance Officers Associations (GFOA). "Interagency Agreements." GFOA Conference. August 2003: 1-16.

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## **Accountability Team Strategy Mapping**

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**PRIORITY:** I want my government to be accountable at every level.

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- **Goal of Shared Services** – provide administrative and support services functions as efficiently and effectively as possible (i.e., cost-effectively) with little or no adverse impact on the services delivered to external (citizens/community members, partner organizations) or internal customers (county programs).
- **Best Practices for Implementing Shared Services**
  - Perform an Opportunity Assessment and Assure Effective Initiation. The change to shared services should begin by understanding key improvement opportunities (for example by comparing current operations against established benchmarks). This identifies where government can focus improvement efforts. The change also requires an organizational environment that will promote success. This includes building a strong business case for the change, gaining the support of elected leadership and executive management, and developing a well-defined mission, vision and operating model.
  - Define the Operating Strategy
    - Identify the business processes/internal service to be addressed with a focus on improving customer services.
    - Gain agreement on critical governance issues including management and work force participation.
    - Develop a high level operating model and implementation plan, and gain appropriate support of policy and executive level leaders.
    - Determine scale for initial implementation (note that a shared services program can begin small and work into a larger model).
  - Assure an Effective Design
    - Examine administrative functions and services to identify strong candidates for a shared services approach.
    - Incorporate customers' needs when determining how to deliver shared services products.
    - Redesign work process as necessary to fit a shared services approach, and provide necessary training.
    - Make sure technical architecture is addressed (IT, communications, and other infrastructure).
  - Build and Test
    - Develop detailed rollout plans.
    - Conduct training.
    - Rollout and refine the delivery system.

### **Other Information Reviewed by the Accountability Team**

In addition to reviewing published summaries on shared services, the Accountability Team also reviewed 1) comments about shared services made by CBAC's during the FY 2005 budget process, and 2) recommendations made by Accenture, a private consulting firm that recently performed a pro-bono assessment of Multnomah County's approach to shared services.

### **Priority Team Comments**

Internal support services are an important part of accountability, particularly internal accountability. They are directed related to two critical segments of The Accountability Team's internal causality map:

- Achieving measurable performance – making sure that employees can do their work effectively, and that internal services are cost-effective, and

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## **Accountability Team Strategy Mapping**

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**PRIORITY:** I want my government to be accountable at every level.

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- Demonstrating effective management – giving employees *appropriate* opportunities to participate in management decisions, and ensuring that they are satisfied with the internal services and supports they need.

Viewed through the lens of Internal Accountability, there are a number of questions that the Team thinks are appropriate for the Board and senior leadership to consider. These arise from the literature and from questions raised by parties outside the county:

- Is there a clearly articulated vision and strategic purpose?
- Is the scope of the shared services approach practical to implement at this point, and is it broad enough to ensure substantial efficiencies?
- Can the shared services approach be implemented in a way that delivers financial savings, and will the size and timing of these savings help the county address its structural budget deficit?
- Is adequate evaluation capacity being designed into the approach? Will it be possible to measure how well the shared services approach is working – i.e., is it saving money, and is it providing more effective and efficient service delivery to county departments/programs?
- Does the governance structure and management approach promote shared commitment, responsibility and collaboration between customers and providers?
- Have the required foundation elements been established in a way that allows for sustained success: properly designed/re-engineered work processes, effective implementation/management approaches, and availability of existing, expanded (e.g., SAP), and new supporting technologies?

### **Long Term Alternatives to Library Governance**

Over the last twenty years, various efforts have been made to identify a stable method of funding the Multnomah County Library (MCL). These efforts have included the following:

- In 1983, the Metropolitan Citizens League Board of Governors appointed a Library Systems Committee to take a broad and long-range look at the condition of library systems in Clackamas, Multnomah and Washington Counties. They recommended formalizing relationships among library systems by forming a Tri-County Consortium dedicated to exploring new opportunities for service provision, long-range planning, and stabilization of funding.
- In 1984, a charter amendment was put forward for an independent Multnomah County Library Commission. The ballot measure failed by 206 votes.
- In 1986, a City Club of Portland bulletin reported on “The Future of Multnomah County Library” and described funding alternatives including an independent tax base, the county general fund, and special or serial levies.
- In 1987, the Library Association of Portland’s special counsel and County Counsel prepared an option paper and memorandum dealing with the legal issues around the process of forming a county service district or a special library district.
- In late 1987, Commissioner Pauline Anderson wrote a memo to the Portland City Council urging them to adopt a resolution in support of the formation of a library special service district, with stable and adequate funding as one of the listed goals. The City Council did not support the resolution.

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## **Accountability Team Strategy Mapping**

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**PRIORITY:** I want my government to be accountable at every level.

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- In 1988, Chair Gladys McCoy convened a five member Library Task Force that recommended the formation of a nine member MCL Commission as a private, non-profit for the purpose of managing MCL. The independent commission was named, but during the process other issues surfaced and the Library became a county department in July, 1990.
- In 1992, after two years of study, the Library Advisory Board recommended the BCC enact a tax on the consumption of natural gas and electricity – the Library Utility Tax. The BCC voted 3-2 to approve. However, after two new members joined the BCC, the tax was repealed before it was implemented.

All of these efforts have focused on the accountability of the library system to the community it serves and on the importance of finding a stable funding source that voters can accept and support.

Most recently (in November, 2003), the Library Advisory Board passed a resolution initially proposed by the Library Board Finance Committee. This resolution recommended that the Library Board support amending the County Charter to establish and fund a library district. The Library Board's 2004-05 CBAC report, dated April 7, 2004, states:

"Stable Funding: As stated every year in this report, but this year more than ever, the Library Board continues to seek a plan to provide stable funding for the library system. The recent vote on Measure 30 and the County's possible need to renew the Income Tax create even more pressure on the passage of the library levy in 2006. We need to think outside the box regarding stable funding. We need a working group of stakeholders to initiate discussions regarding a separate library district and a new governance model. We look forward to working with you in the effort to find and recommend a new funding source for library services."

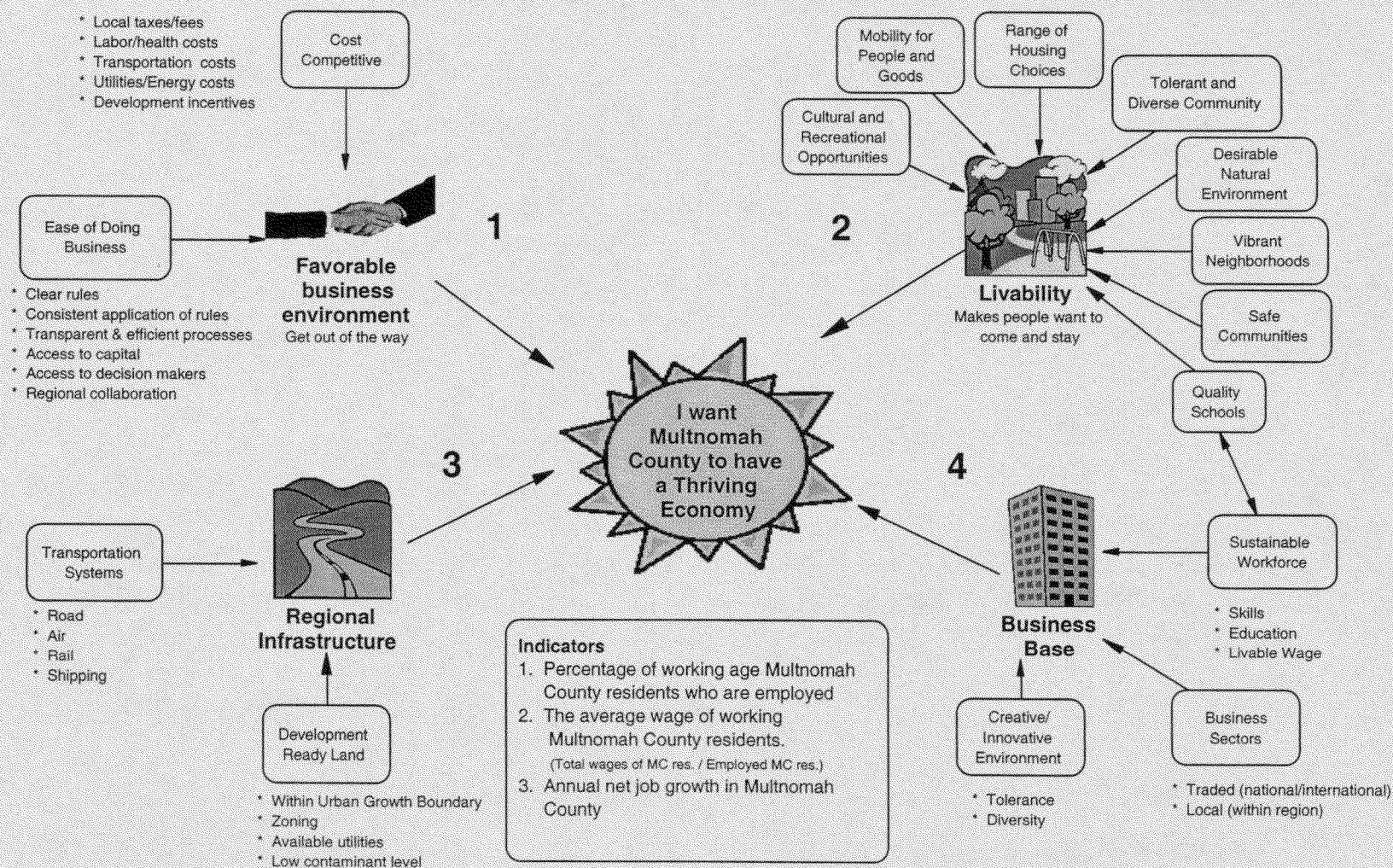
The Accountability Priority Team believes that pursuing a stable approach to library governance and funding would improve accountability. In light of the many past efforts to address library governance and funding, it is important that the process for considering future alternatives be carried out in an open manner with appropriate stakeholder and community participation. One way to initiate this would be for the BCC to work with the Library Advisory Board to establish a working group. Such a group could be charged with developing feasible governance and funding alternatives, including consideration of the Library Board's recent work on developing a library district.

### **Concluding Remarks**

The Accountability Team believes that Multnomah County government is fundamentally an effective local government with a number of good accountability mechanisms in place. The Team also feels that the Board of County Commissioners showed wisdom in choosing accountability as one of its priority areas. Our Team's work suggests that accountability doesn't just happen – it's the result of thoughtful and purposeful work on the part of county leaders and workers.

We believe that the work we have begun is only a start. Improving accountability will benefit from continuing work. We believe that the Team's work to date has been helped by the professional and organizational diversity of Team members. Future work on accountability should feature diverse participation, particularly increased involvement of community members and the full range of county staff from line to executive level.

# Thriving Economy







**Thriving Economy Team:**

Consuelo Saragoza, Health Department (Team Leader)  
Jill Wolf, Library (Team Facilitator)  
Mark Campbell, Budget Office  
Shaun Coldwell, Department of Community Justice  
Tom Hansell, Community Services  
Tony Mounts, County Business Services  
Karen Schilling, Community Services

**Priority – Result to be realized, as expressed by citizens:**

I want Multnomah County to have a thriving economy.

**Indicators of Success – How the County will know if progress is being made:**

The indicators that were developed for this priority were originally stated as:

Employment Rate x Real Mean Wage; and  
Number of Jobs in Multnomah County x Real Mean Wage of Those Jobs

We had extensive discussions with regard to the indicators as written. Were they the right ones? Could the average citizen understand what is being measured? We ultimately agreed that they were the measurements we wanted to capture. We rephrased the statements and split the first indicator into two component pieces.

% of Working Age Multnomah County Residents Who Are Employed;  
Average Annual Wage of Working Multnomah County Residents; and  
Average Annual Wage of Employees Working in Multnomah County

We received some feedback from the Board at the October 14<sup>th</sup> worksession related to the distinction between the second and third indicators. After some discussion we agreed that they essentially are two different ways to measure the same thing. We chose a new third indicator based on the feedback we heard.

*Annual Net Job Growth in Multnomah County*

We believe this new indicator compliments the other two because it captures data that is specific to Multnomah County. We also ultimately decided it would be difficult to use the two wage measures independently without having a comparison to the wage figures in neighboring counties.

The three indicators we finally chose to measure the County's progress toward achieving a Thriving Economy are:

*% of Working Age Multnomah County Residents Who Are Employed;*  
*Average Annual Wage of Working Multnomah County Residents; and*  
*Annual Net Job Growth in Multnomah County*

## **Strategy Mapping – Focused choices to realize results:**

The map we developed identifies four primary causal factors we believe influence this priority. The ability of Multnomah County government to provide support for these factors may be limited in some cases. For example, we heard from two regional economists that the cost of doing business in Portland and Multnomah County is higher than it is in surrounding jurisdictions. This is a fact of being a central city that is not unique to Portland. It is important, however, to note cost competitiveness as a way to develop a strategy around the creation of a favorable business environment.

We have identified four causal factors and prioritized them as follows:

- 1) Favorable Business Environment
- 2) Livability
- 3) Regional Infrastructure
- 4) Business Base

### Favorable Business Environment

We had conversations with representatives from two local business groups - the Portland Business Alliance and the Gresham Area Chamber of Commerce - that suggested government can play a role in establishing a business friendly climate. The primary concerns we heard had to do with perceptions of fairness and equity, ease of doing business, and the efficiency of planning and development processes. It is our view that taxes, in particular the Business License Fee/Business Income Tax, are a more critical factor for small, local businesses than they are for businesses that are headquartered outside the region.

The ease of doing business, and the time it takes to get through bureaucratic "red tape", were cited consistently as aspects of creating a favorable business environment. There have been many recent examples where businesses chose to expand or locate outside of Multnomah County because it would take too long to get a project from the drawing board to completion. In some of the literature we reviewed, the concept that the development process should be efficient and transparent is stated in terms of improving customer service. Examples of possible strategies to address these concerns might include a review of best practices from other jurisdictions, better coordination between, and within, government agencies, and workflow/process improvement analysis.

As stated by Bob Whelan, a regional economist with ECONorthwest, the notion that government can play a role in establishing a favorable business environment can be summarized in the following three points:

- ◆ Establish clear rules;
- ◆ Enforce those rules consistently; and
- ◆ Stand back - allow businesses to succeed/fail of their own accord.

To further elaborate on this subject we would cite the City of Portland's "Strategy for Economic Vitality" document, which states, "(the) creation of a good business climate is a top priority that the City needs to address if it wants to facilitate economic development."

Rob Fussell, the former City Manager of Gresham, also highlighted the point that Multnomah County can play a role in fostering regional cooperation and collaboration. He noted that this role does not have to be one where the County does the work but, rather, that we can serve as a catalyst in fostering regional relationships.

### Livability

Livability is a concept that permeates nearly every aspect of the priorities that citizens have expressed. It is so much a part of the social equation that we have incorporated a number of the other Multnomah County Priorities on our map. At first glance, it might not be readily apparent how livability contributes to a thriving economy.

Consider, though, the statement - "I want children to succeed in school." Our review of the evidence and conversations with the experts we consulted highlighted education as a critical factor in attracting and retaining businesses and innovative entrepreneurs. A good education system plays an important role in supplying the region with a sustainable, skilled workforce. Equally important, though, is the contribution that quality schools make in attracting new employees and their families to the region.

Other aspects of livability that impact economic vitality are, perhaps, less obvious. If we are not native to this part of the country it is safe to assume that Oregon's bountiful natural beauty, and the recreational opportunities it affords, was one of the factors that brought us here. The reputation we have for social tolerance, cultural richness, and an increasingly diverse community has also been cited as factors in the Portland metropolitan region's livability. Portland's openness to different ideas and lifestyles is a key component in attracting what regional economist Joe Cortright calls the "young and the restless" - a group of people aged 25-34 who have high educational attainment and who bring creative talent to the workforce.

### Regional Infrastructure

Infrastructure consists of the transportation networks, utilities, and land resources that are necessary for business attraction and expansion. Our review of the evidence from various economic development reports suggests that there are two key components associated with the regional infrastructure.

There needs to be an adequate supply of development ready land within the region. A number of studies have highlighted the fact that there is a scarcity of land available for industrial development inside the Urban Growth Boundary (UGB). This is seen as a weakness in the region's attempts to attract new, or expand existing, businesses. In our discussion with Rob Fussell we learned that Multnomah County is well positioned within the region with the majority of designated land for industrial development, primarily in east Multnomah County. He suggested the County could play a facilitative role in getting these lands development ready as quickly as possible.

One possible strategy that could be employed to address this weakness would be to encourage redevelopment of existing sites. Redevelopment is often accomplished through the creation of urban renewal districts. Urban renewal is an example of a development tool that is available to local government as is the Strategic Investment Program (SIP). These tools, combined with effective application of land use and zoning regulations, can help to balance the goals of economic expansion and managed growth.



It is equally important that governments within the region commit to the maintenance and enhancement of existing transportation systems. Adequate transportation options (whether they be road networks, air freight, railways, or shipping ports) are crucial for businesses because an efficient, multi-modal system allows for quick delivery of products to markets. For example, this region has a competitive advantage in metals manufacturing because it has geographic proximity to several major markets on the west coast. The transportation infrastructure available here offers businesses in that sector a number of efficient options for delivering products to those markets.

### Business Base

The region has an existing business inventory that employs roughly one million people. There are more than 50,000 businesses that have payroll expenses. This business base is very diverse - ranging from professional firms that employ a handful of people to multi-national corporations, such as Intel, with thousands of employees.

This distinction has been described by Joe Cortright as the "Traded Sector" - typically large businesses that sell their products outside the region - and the "Local Sector" - those businesses that, as the name implies, trade within the local economy. Examples of traded sector industries are high technology, lumber and wood products, and the manufacture of transportation equipment. The local sector is typified by retail, professional services, and government.

The evidence we reviewed suggest that it is the traded sector which drives the majority of economic growth within a region. We learned about the concept of industry "clusters" and why they are so important in assessing the region's potential for economic growth. "Clusters", as defined by economists, exist when a number of similar and related firms are concentrated in a small geographic area. The high technology cluster is one that most people would be familiar with.

Clusters are important because they enable a region to have a competitive advantage in those industries. In a report prepared for the Regional Connections Project, the authors cite the work of Harvard business professor Michael Porter who notes that "a cluster generates a dynamic process of ongoing improvement and innovation that can sustain . . . success for a prolonged period." Put another way, successful traded sector clusters bolster and support the local sector. Identifying clusters, particularly emerging clusters, can serve as a strategy for economic development. Specific strategies might involve the development of marketing and business recruitment programs.

Workforce development, and the ability of the region to attract and retain a sustainable workforce, is also a key aspect of the business base. As noted above, the identification of industry clusters can help guide strategies designed to foster a sustainable workforce. It is important, however, for the region to develop strategies to tailor educational programs, including vocational training, to the needs of both sectors of the economy.

The Board provided some feedback related to our review of the evidence around career opportunities afforded by job growth and expansion. Specifically, we were asked if economic expansion is in areas that will attract and retain youth who are embarking on a career path. We did not pursue that line of inquiry. However, the Education Team did address this question from the perspective that children who are offered a broad range of academic offerings and advanced learning opportunities are better equipped for success than those who are not. We would suggest that educational opportunity is a critical aspect of workforce development and we have highlighted the linkage between a sustainable workforce and quality schools.

### New Program Options

We considered a few different alternatives Multnomah County might employ in order to more directly support the factors that contribute to a Thriving Economy. One of the things we were struck by in our review of the existing programs is that the County does not have a direct role in many of the areas we identified on our strategy map. The primary role we play in the regional economy is in maintaining roads and operating bridges. We saw a couple opportunities where the County has the ability to influence economic development that would be relatively inexpensive to implement. And, over time, they could offer a sizable return on the initial investment.

### Review Recommendations from BIT Community Partnership Agreement (CPA) (New to Multnomah County)

**Purpose** – Address issues related to fairness/cost competitiveness for small businesses.

Small businesses are most sensitive to the BIT. The Technical Committee of the CPA made a number of recommendations that should be considered by both the County and City of Portland. For example, the level of owner's compensation that can be deducted by businesses is currently set at about \$56,000 and is indexed to inflation. One of the recommendations was to increase the level to \$125,000 over time which would help to level the playing field between small and large businesses.

This particular recommendation would have the effect of reducing BIT revenue in the short term. If, however, it is true that professional service firms can easily move outside the County to avoid the BIT the effects of not addressing this concern could be greater (in terms of both lost revenue and vacant commercial space) in the long term.

### Revise Policy on Use of SIP/Community Service Fees (Reconstruction of Existing Program)

**Purpose** - To more directly support economic development.

We recommend the creation of a position(s) that would focus primarily on economic development. The Community Service Fee (CSF) would seem to be a logical revenue source to tie to this recommendation. CSF revenues are expected to be received from LSI and Microchip, Inc. for at least seven more years. This position could focus on east Multnomah County and regional partnerships to leverage economic development opportunities. It would represent a reasonably low cost approach to aligning the County more closely with other economic development efforts.

### Options Considered But Not Developed

#### Reduce Transfers in Transportation Agreements (Scaling of Existing Programs)

**Purpose** - Funds currently transferred to the cities could help fund the shortfall for roads and bridges.

Both the Road and Bridge programs currently have nearly \$300 million in deferred capital and maintenance liability. Transportation is a major investment hurdle for developing industrial land to be "shovel-ready". The Association of Counties, as well as the Oregon legislature, has major concerns with the agreement between Portland and the County.

## Inventory of Programs Linked to Thriving Economy

Department or Agency	Program Name	Program Description
Community Services	Land Use and Transportation Budget & Operations Support	This unit offers administrative support, including budget, records management, payroll, contracting, word processing, reception, and financial reporting and analysis
Community Services	Road Engineering & Operations	Designs and manage projects; administers right-of-way permitting requirements; engineers, operates, and maintains traffic signals; and provides technical support for other transportation programs; complies with statutory requirements of federal, state, and local mandates
Community Services	Road Capital Program	Professional engineering (external) and construction cost of capital improvement on county roads
Community Services	County Survey Office	Provides field surveying for capital improvement projects, responds to general public inquiries, maintain public survey records, reviews and approves subdivision, condominium and partition plats, and provides surveying services to maintain the County road system
Community Services	Public Land Corner Preservation	Establishes and maintains Public Land Survey corners
Community Services	Road Maintenance	Roadway and right of way maintenance, emergency response, and traffic aids (signs and markings), ensures critical roadway systems function properly, and keeps roads free of hazards, manages and preserves the County's surface street system
Community Services	Bridge Maintenance & Operations	Operates the County's 4 movable bridges and maintains 6 Willamette River Bridge crossings as well as 22 other County bridges; maintenance includes mechanical, structural, electrical, and corrosion-protection elements, as well as preventive strategies
Community Services	Bridge Engineering & Operations	Responsible for functional and service-life improvements of the Co 6 WRB and its 22 other bridges; provides planning, design, and construction contract administration for preservation of structural, mechanical, elect , and corrosion-protection systems
Community Services	Bridge Capital	<u>Professional engineering and construction cost of capital improvements on County bridges.</u>
Community Services	County Road Fund Payment to City of Portland	1984 IGA with City of Portland defining a revenue sharing agreement based on a formula consisting of City and County state motor vehicle revenues and county gas tax revenue (originated from jurisdictional transfer)
Community Services	County Road Fund Payment to City of Gresham	1995 IGA with City of Gresham obligating County to perpetuity of transferring county funds to the city, adjusted annually based on Portland CPI (originated from jurisdictional transfer)

Community Services	County Road Fund Payment to City of Fairview	1995 IGA with City of Fairview obligating County to perpetuity in transferring county funds to the city, adjusted annually based on Portland CPI (originated from jurisdictional transfer)
Community Services	County Road Fund Payment to City of Troutdale	1995 IGA with City of Troutdale obligating County to perpetuity of transferring county funds to the city, adjusted annually based on Portland CPI (originated from jurisdictional transfer)
Community Services	Road Fund Transfer to Willamette River Bridge Fund	Cash Transfer prescribed by 1984 IGA with City of Portland and ORS 366.744 that obligate funds for the maintenance and preservation of six Willamette River bridges
County Business Services	Human Resources Benefits Bus Pass Program	Provide bus passes to County employees
Countywide	Increase the Business Income Tax owner compensation allowance	Implement the BIT Committee recommendation that the owner compensation level (currently \$56,000) be increased to \$125,000 over time
Finance, Budget, & Tax	Document Recording (A&T)	Recording Program records documents , including subdivisions and condominiums, and maintains public records
Finance, Budget, & Tax	Records Storage/Retrieval (A&T)	ORS Chapter 654, Section 22, allows for 5% of some recording fees, to be used for records storage & retrieval systems; supports a system that indexes, creates and stores document images for electronic retrieval
Finance, Budget, & Tax	Property Valuation - A&T Data Management	Provides support for A&T system software and website customers; prepares data files & reports for customers, assists in tax rate calculations, develops cross-functional A&T Business processes, and prepares Sales Ratio report
Finance, Budget, & Tax	Property Valuation Special Programs	Exemptions, specially assessed property, divisions, in-lieu tax Fish & Wildlife, subsidized senior housing, Port of Portland, Svc Fees for Economic Redevelopment, Enterprise Zones, Low Income Housing, Farm/Forest property
Finance, Budget, & Tax	Property Valuation-Industrial/Commercial Appraisal	Appraisal of commercial & industrial properties, maintain RMV, appraise all new construction, permits for remodeling or renovation, add increased assessed value to tax roll beyond 3% limits of Measure 50; defend appeals
Finance, Budget, & Tax	Property Valuation- Personal Property Appraisal	Personal Property is responsible for processing personal property tax returns, valuation of all personal property accounts in Multnomah County, and leased equipment accounts. Defends values on appeals
Finance, Budget, & Tax	Property Valuation- Residential Appraisal	Appraise residential properties, houseboats, manufactured homes. Maintain RMV, appraise all new construction & permits for remodeling, add increased value to tax roll beyond 3% limits of Measure 50. Defend values on appeals
Finance, Budget, & Tax	Property Valuation- Appraisal Clerical Support	Clerical support to all appraisal programs: personal property, residential property, commercial property, leased equipment accounts, manufactured structures; answers telephone inquiries and serves walk-in customers

Health	Food Handlers Education & Testing	Food Handler and Food Manager training and testing is provided to food workers with multiple language and literacy issues, so they may obtain a consistent standards of knowledge on safe food practices
Mandated Payments	Convention Center Fund	Accounts for a portion of the tax collected from the hotel/motel and rental car taxes, dedicated to the Convention Center and regional arts & culture purposes
SIP	Revise policy direction on SIP Community Service Fee to focus on economic development	Revise policy on SIP Community Service fee to more directly support economic development. Create a position to focus on economic development and use a portion of the CSF to fund the position; the position could focus on East Multnomah County and regional partnerships to leverage development opportunities
SIP	SIP Direct Service Program	Contractually dedicated revenues for job training and education activities
SIP	State Regional Investment program	Focuses Regional Investment Board funds on job creation
SIP	SIP Community Service Fee	Discretionary revenues generated by SIP agreements, allocated by the BCC during the annual budget process

## **Acknowledgements**

### Experts:

Joe Cortright, Impresa Consulting  
Bob Whelan, ECONorthwest  
Tom Weldon, Gresham Area Chamber of Commerce  
Sandra McDonough, Portland Business Alliance  
Rob Fussell, Former Gresham City Manager

### Evidence:

"Progress Of A Region: The Metropolitan Portland Economy In The 1990's"  
(Regional Connections Project, 1999)

"Regional Economic Strategy: Four Questions for Metropolitan Portland"  
(Joe Cortright, 2002)

"Comparative Analysis of the City of Portland Business Operating Costs"  
(Portland Development Commission, 1999)

"A Framework for Creating Shared Economic Priorities for the Portland-Vancouver  
Metropolitan Area"  
(Regional Economic Development Partners, 2003)

"Multnomah & Washington County Regional Investment Plan"  
(Multnomah-Washington County Regional Investment Board, 2001)

"Mayor's Economic Development Forum – A Community Action Plan"  
(City of Gresham, 2000)

"Multnomah County Priorities Focus Group Report"  
(The Metropolitan Group, 2004)

"Regional Industrial Land Study: Phase III"  
(OTAK, 2001)

"Strategy For Economic Vitality"  
(Portland Development Commission, 2002)

"Changing the Deal on Economic Development"  
(Connie Nelson, Public Strategies Group, 2003)



drive • hope • p

## Primary Factor

- Reduce violence
- Establish emergency preparedness
- Encourage interactive neighborhoods

## Primary Factor

- Comply with the law
- Exercise the right to vote and express opinions
- Volunteer and be involved in the community

## Access to Opportunities

- Break down barriers

- Ensure that activities reflect community

- Maintain and increase parks and greenspace
- Provide options for safe healthy individual and group activities
- Offer options regardless of ability

Optimize use of community facilities

- Provide opportunities across the socio-economic spectrum

- Enforce an equitable tax structure
- Maintain responsive planning, standards, and zoning
- Attract and retain a diverse industry and employment base







**Vibrant Community Team:**

Mindy Harris, Finance, Budget and Tax Office (Leader)  
Bob Thomas, Finance, Budget and Tax Office (Facilitator)  
Cindy Gibbon, Library Department  
Ching Hay, Budget Office  
Patricia Pate, County Human Services  
Kathy Tinkle, School and Community Partnerships

**Priority – Result to be realized, as expressed by citizens:**

I want to have clean, healthy neighborhoods with a vibrant sense of community.

**Indicators of Success – How the County will know if progress is being made:**

**1. Citizen perception of a “Sense of Community and Access to Services”**

A citizen’s perception of their sense of community is the product of many factors:

- How they and their children interact with their neighbors
- How safe they feel as they move about their community
- How connected they feel with their community
- Their participation in community affairs and organizations
- How openly they can practice their religions or beliefs
- And many other aspects regarding their feelings about their neighborhood and community

We recommend that a survey sample be used that is broad enough to include a good penetration of vulnerable populations of the community that may not be surveyed using current methods employed by the County. Much of the information we describe above is currently used by the County Auditor’s Office in its Citizens Survey. The Citizens Survey does a good job of describing most aspects of the Sense of Community. Since it is a telephone based survey it may not be providing the same penetration as that proposed here. A major consideration before broadening any survey would be to weigh the additional cost incurred in respect to the benefit of any additional information provided.

A citizen’s perception of their access to services can be described as being the result of several aspects:

- Is the service available?
- Is the citizen aware that the service is available?
- Is the service provided the one that they need?
- If provided, are they able to access the service location?
- When they get there is the service provided in a manner that they can use? For example, can they get in the door using their mobility device? Does the service provider speak a language they can understand? Does the provider have adaptive technology if the client needs it?
- Is the service provided equitably to all that qualify?

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## **Vibrant Community Strategy Mapping**

### **PRIORITY:**

**I want to have clean, healthy neighborhoods with a vibrant sense of community**

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We propose that a full range of county citizens be surveyed to determine whether County services are indeed accessible to them in an equitable manner. Since the County provides dozens of direct services to citizens it may not be practical to ask questions about each specific service. We recommend that these types of questions be asked to citizens about their full range of experience with County services, listing a variety of programs for them to provide context for the survey. They can provide specific responses about the services that they do use.

#### **2. Voting Turnout**

Sense of community can also be evaluated in part by measuring civic engagement, as reflected by voter registration and turnout. For example, the percent of voting-eligible Multnomah County residents registered to vote and percent of registered voters casting a ballot in an election. The County Elections Office tracks this data, as does the Secretary of State.

#### **3. Multnomah County Library Ranking**

HAPLR ranking compared to other libraries in the 500,000+ population category and HAPLR score trend over time. Hennen's American Public Library Rankings, published annually, scores and ranks libraries within size categories based on a weighted index of five input and nine output measures. Rankings are based on Federal-State Cooperative Service (FSCS) statistics reported annually by all libraries.

#### **4. Community Environmental Health**

The cleanliness and health of our community can be measured by developing a scorecard for community environmental health, covering:

- a. Communicable disease statistics and trends, as reported by Multnomah County to the Oregon Department of Human Services and published in the Office of Disease Prevention and Epidemiology's annual Selected Reportable Communicable Disease Summary.
  - b. The water quality index for the community as measured by the Oregon Department of Environmental Quality and the US Environmental Protection Agency, and the degree to which Multnomah County meets or exceeds the "Healthy People 2010" water quality objective of 95% of community residents receive drinking water that meets EPA safety standards.
  - c. The air quality index for the community as measured by the US Environmental Protection Agency, indicating how clean or polluted our air is, and what associated health effects might be a concern for members of the community.
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## **Vibrant Community Strategy Mapping**

### **PRIORITY:**

**I want to have clean, healthy neighborhoods with a vibrant sense of community**

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**Three other indicators of success were proposed to us when the priorities were approved by the Board that we believe should not be used at this time:**

- **Percentage reduction in environmental health risks** – this measure would need to be created, since individual environmental health risks are currently measured separately. This would need to be a measure of Health Department indicators and County-wide factors from other sources, such as air quality, water quality and other measures. We believe that a good indicator would be difficult to compile and standardize since data would come from multiple agencies and have differing timelines.
- **Access to information and technology** – currently the Auditor's Office Citizen Survey asks people, "Do you have access to the Internet from home or other location?," and several questions about their satisfaction with the County's Library system. This is the extent of measures we found regarding information and technology. We believe that current questions would need to be rewritten and focus on all aspects of information and technology, which would be difficult to define and may not provide information of importance to policy makers.
- **Congestion (consider wait time, travel time, and accessibility)** – this proposed indicator is similar to two separate transportation related measures that are common in that industry, "Traffic Delay," and "Level of Service (traffic volume to capacity)." The team feels that a congestion measure would be too narrowly focused to be a marquee indicator for our priority. Congestion does relate to one of our minor strategies, "Provide Transportation Options," which is within the fourth and lowest ranked cause and effect factor.

### **Link to the Other Priorities and Indicators of Success:**

Our team believes that people who live in clean, healthy neighborhoods with a vibrant sense of community will be able to experience hope, dignity, self determination and the ability to thrive. A community that encourages its members to succeed, that values their contributions, listens to their individual and combined needs, and equitably provides access to its systems and services, is a community that provides a future for its residents. Clearly, this priority is linked strongly to the other five priorities as affirmed by the Board. Achieving this priority is largely dependent upon success in meeting the priorities examined by the other teams.

### **Strategy Mapping – Focused choices to realize results**

Our team has been charged with addressing the priority statement, "I want a clean healthy neighborhood with a vibrant sense of community." Our strategy map shows four major factors we believe are necessary to reach this priority. Those factors are

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## **Vibrant Community Strategy Mapping**

### **PRIORITY:**

**I want to have clean, healthy neighborhoods with a vibrant sense of community**

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- We live in a healthy & safe environment
- We are valued and responsible members of the community
- We benefit from learning, cultural, and recreational opportunities
- We have equal opportunity for economic success

The greater the number of community members who can answer, "Yes," to these statements, the closer we will be to achieving this priority.

Each factor is broken down into two or three major contributing sub-factors or categories. We believe that the strategies described for each category will best contribute to the success of this initiative.

#### **Healthy and Safe Neighborhoods – Primary Factor**

A primary factor for whether a community will achieve this priority is the degree to which citizens experience, "Health and Safety," in their daily lives. In the health category, we identified the community's environmental systems and control of communicable disease as areas that must be addressed in order to achieve clean, healthy neighborhoods. Witnessing events such as the Florida hurricanes underscores the need for strong sanitation systems and clean water and air. Preventing lead poisoning and vaccine-preventable diseases, and managing West Nile Virus through identification, treatment and public education about prevention are examples of communicable disease prevention that support our strategies.

A healthy neighborhood is also a safe neighborhood. We identified two aspects of neighborhood safety: physical environment and preparation and response. We create a safe physical environment by controlling traffic and maintaining our transportation infrastructure, providing sidewalks and street lighting and controlling hazards. People feel safer and are safer when we work to control violence, prepare for emergencies and encourage neighbors to interact.

#### **Valued and Responsible Community Members – Primary Factor**

As the foundation for a vibrant community, we recognize that people and the community as a whole have responsibilities to each other. A vibrant community is based on partnerships between government and the people it serves. When residents, businesses, and other organizations feel accepted, heard and equitably served by government, they are more likely to pay their taxes willingly, vote, volunteer and become involved in the community.

#### **Learning, Cultural and Recreational Opportunities – Additional Factor**

Residents of a vibrant neighborhood have access to educational, cultural, and recreational opportunities that honor diversity and serve their needs from infancy through the retirement years.

The County Auditor's February 2004 Report on Service Efforts and Accomplishments notes, "One of the ways Multnomah County programs attempt to more effectively deliver

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## **Vibrant Community Strategy Mapping**

### **PRIORITY:**

**I want to have clean, healthy neighborhoods with a vibrant sense of community**

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services is by showing a presence in communities. The County has school-based programs, senior centers, and family centers located throughout the County. The County wants citizens to be aware of its presence and to be accessible to those who need services." We will be most effective in these strategies when we provide access across the county by optimizing the use of community facilities, breaking down cultural and economic barriers and ensuring that activities reflect the diverse needs of individuals and neighborhoods.

### **Opportunities for Economic Success – Additional Factor**

Finally, in a safe, healthy and vibrant community, people have equal opportunity for economic success. Economic success can be divided into two sub factors: individual and business success. Individuals need a reasonable cost of living and affordable decent housing, as well as access to education and technology, to achieve economic success.

Individual success and business success are interdependent. We must create a climate where businesses of all sizes can thrive in order to attract and retain a diverse industry and employment base. The business community looks for an equitable tax structure and a system of planning, standards and zoning that is easy to understand and easy to navigate.

### **Evidence – Proven or promising practice:**

Our strategy map grew first from our own opinions of what makes a clean, healthy neighborhood with a vibrant sense of community. To corroborate our own thinking, we consulted a variety of resources. We reviewed a variety of web sites of organizations that attempt to define and rate vibrant communities. We consulted the Auditor's Office regarding the citizen survey that attempts to assess citizen's sense of community. We conducted literature searches and used the expertise of the librarian at the PSU School of Urban and Public Affairs. We also benefited from the advice of Ralph Holcomb, DCHS's staff expert on evaluation and measurement.

Factors and strategies we have described for this priority are similar to those proposed by the State Progress Board, County/City Progress Board and State Department of Human Services as being elements of a healthy community. Key factors from these sources include: financial independence ("self sufficiency"), air quality, educational attainment, health (including prevention), reported crime rates, safe, caring and engaged communities, and healthy, sustainable surroundings.

The research around *sense of community* is still in its infancy, however, a few common themes are beginning to emerge. People that are active in their community, feel safe as they lead their lives, benefit from educational and cultural opportunities, have decent housing and a job, have a higher sense of community than those that live in communities where these elements are not as prominent.

## Vibrant Community Strategy Mapping

### PRIORITY:

**I want to have clean, healthy neighborhoods with a vibrant sense of community**

#### New Program Options:

We have been given a new program option related to the redesign of a formal citizen involvement process for the County. Information regarding this program option can be found in the report of the Accountability Team.

#### Program Inventory, Including New Options:

**Bold lettering** in Program Description is new information that this committee wants the Board to consider.

Department or Agency	Program Name	Program Description
Community Services	Animal Services - Client Services	Administers the countywide pet license system; monitor rabies inoculation requirements; administers the Animal Facility program; provides customer phone and counter services for the Shelter Services program and Field Services program
Community Services	Animal Services - Field Services	Responds to animal public health/safety emergencies; 24 hr emergencies; rescue; bite investigation / quarantine; regulate ownership of potentially dangerous dogs; investigate cruelty / neglect cases; remove dead animals from public property.; enforce city, co. and state laws
Community Services	Animal Services - Shelter Services	Provides humane, temp shelter / care for lost, stray, abandoned, injured or mistreated animals; adoption; Animal Behavior Assessment; Foster Pet program; Shelter Medicine Program; spay/neuter services for shelter animals; Volunteer program. <b>81% save rate for dogs. 50% increase in cats at shelter in FY04 over FY03.</b>
Community Services	Bike & Pedestrian Planning	The Bike and Pedestrian Planning program manages the fund for developing bike and pedestrian facilities on the County's roads and bridges and develops a capital improvement plan for these facilities.
Community Services	Land Use and Transportation Code Compliance	Code Compliance Section enforces the Land Use and Transportation Codes in the unincorporated portions of the County.
Community Services	Land Use Planning	County must appoint a Planning Director and employees to perform the procedures and requirements outlined by law. Co must adopt and follow a comprehensive land use plan that meets State planning goals. Multnomah Co must carry out duties under the Columbia Gorge Compact.
Community Services	Road Fund Transfer to Bike & Pedestrian Fund	Out of the funds received from the State Highway Fund reasonable amounts shall be expended as necessary to provide footpaths and bicycle trails, including curb cuts or ramps as part of road capital program.

## Vibrant Community Strategy Mapping

### PRIORITY:

**I want to have clean, healthy neighborhoods with a vibrant sense of community**

Community Services	Tax Title	Manages the disposition of all tax-foreclosed properties: transferring to other governmental agencies, non-profit housing and environmental agencies; and sale to public through auction
Community Services	Transportation Planning	Manages transportation plans to address all modes of transportation at local and regional level; Division's capital improvement plan; coordination of public involvement activities; and revenue development for roads, bridges and fish passage
Community Services	Water Quality	Water Quality Section ensures that the County complies with the Clean Water Act, Safe Drinking Water Act, and the Endangered Species Act.
County Business Services	Sustainability Team	Promotes ecological, equitable and economical business practices. Key partners have been FPM, FREDs, MCSO and MCHD.
District Attorney	Neighborhood DA	<b>This section reworded: Works with community groups, business associations and local law enforcement on strategies to combat quality of life crimes in neighborhoods. Reviews and issues charging documents on some misdemeanor cases.</b>
Finance, Budget, & Tax	Marriage License/Domestic Partner Registry	The Marriage Licenses and Domestic Partner Registry program issues marriage licenses and handles domestic partner registrations.
Finance, Budget, & Tax	Recreation Fund payment to Metro	Provides Recreation Fund passthrough payments to Metro. <b>Intended use of fund is to support parks transferred to Metro from the County.</b>
Health	Vector & Nuisance Control	Public health surveillance and control for mosquitoes and rats and code enforcement for urban and rural areas.
Independent County Agencies	Citizen Involvement Committee	Works with County officials, departments, and the community to facilitate and enhance opportunities for citizen involvement in Multnomah County.
Library	Adult Outreach	Delivers library materials and services to homebound residents, jail inmates, people with disabilities, and people in retirement centers, shelters, and transition homes; provides services to literacy and small business communities.
Library	Bond Projects	Voter-approved capital fund for branch renovations and technology projects; final project is the upgrade to a new integrated library system.
Library	Central Library General Reference	Provides general reference services to all users by phone and online; provides library materials through interlibrary loan.
Library	Central Library Sections	Provides library materials and reference services in the following areas: Humanities, Periodicals, Science & Business, Children's Library and Popular Library; backs up branch reference and information services. <b>This Library, along with those of Oregon's colleges and universities forms our regional research resource.</b>

## Vibrant Community Strategy Mapping

### PRIORITY:

**I want to have clean, healthy neighborhoods with a vibrant sense of community**

Library	Circulation Services	Checks library materials out at Central Library; issues library cards, collects fines, manages holds, provides telephone renewal service for all library users. <b>Over 70% of County population has a Library card.</b>
Library	Computer Services	Provides Library IT services in support of the public's access to computers for internet and other online library functions and in support of library staff; develops, supports and maintains Library applications.
Library	Library Collection	Centralized budget for the library's collection: books, periodicals, cds, DVDs, videos, CD-ROMs, government documents, maps, online periodicals and electronic reference services.
Library	Other Branch Libraries	Twelve library branches loan books and other materials; assist patrons in using library collections; provide programs for children; provide access to information, materials and homework help through computer access.
Library	Program & Staff Support	Coordinates training for public, staff and volunteers; provides staff development opportunities; oversees 1400 volunteers and the Title Wave Bookstore which sells surplus library materials. <b>MC uses 63,000 volunteer hours per year throughout the Library system.</b>
Library	Ref & Info Services	Coordinates system-wide reference services and provides opportunities for librarians to work on special projects to improve public services (usually grant funded).
Library	Regional Libraries	Four large libraries: Gresham and Midland provide services to residents of east and central Mult Cty similar to those provided at the Central Library; Hillsdale and Hollywood serve two densely populated areas.
Library	Stack Services	Retrieves, places in order, and shelves library materials at Central Library; checks books in; sorts and packs books and mail for delivery to other library locations.
Library	System-wide Access Services	Manages materials circulation procedures, system materials-handling processes, and access policy issues (e.g. patron privacy, internet access policy, patron rules of behavior).
Library	Technical Services	Ensures the availability of library materials by the selection, acquisition, cataloging, and physical preparation of library materials for the public; maintains the online catalog.
Library	Youth Outreach	Serves children from birth through grade 12 through Early Childhood Resources, School Corps, Books 2 U, and Juvenile Justice Outreach; also oversees the coordination of services to Spanish speakers. <b>Targets children of low income neighborhoods, providing parents and care givers with skills to improve early childhood pre-literacy skills.</b>



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**Vibrant Community Strategy Mapping****PRIORITY:****I want to have clean, healthy neighborhoods with a vibrant sense of community**

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Non-County Agencies	Redesign of Formal Citizen Involvement Process	Improve county's citizen involvement processes in order to achieve appropriate input into 1) departments/programs, 2) the budgeting process (program/department through Board levels), and 3) elected officials' and senior leaders' decision-making on important community-wide levels. This is intended to emphasize ongoing institutional approaches, and to complement Improved Communication Capacity as in program scaling S100202.
Non-County Agencies	Regional Arts & Culture Council	Arts and cultural agency responsible for stewardship of public investment in regional arts and culture organizations.
Non-County Agencies	Soil & Water Districts	Independent jurisdictions that help landowners protect land, water, and wildlife.

**BOGSTAD Deborah L**

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**From:** DESIGN TEAM CO-CHAIRS  
**Sent:** Wednesday, October 27, 2004 3:15 PM  
**To:** #MULTNOMAH COUNTY ALL EMPLOYEES  
**Subject:** Update: priority-setting process

October 27, 2004

**To:** All Multnomah County Employees  
**From:** Chair Diane Linn and Commissioner Serena Cruz  
Design Team Co-Chairs  
**Re:** Priority-Setting Process Update

This is the sixth update on the county's budget priority-setting process. The Board of County Commissioners is using a priority-based budget process to plan for the end of the temporary income tax (either through sunset or early repeal) and to best ensure the county budget reflects the priorities of the community into the future.

**Work of the Priority Teams**

In September and early October, the board confirmed the county's fiscal parameters, affirmed six priorities, and established six priority teams to identify strategies to help achieve the outcomes in each priority area.

For the last several weeks, priority teams made up of county employees focused on mapping connections between each priority and the 450 county programs. Teams combed through research, data, and best practices to gain insight on how each of the county's programs address the six priorities of the community. At times, program experts and community members joined priority team work sessions to contribute important information. Many hours of research, review, discussion and preparation were put in by priority team members. When this process is finished, the board will have an organized diagram (commonly referred to as a map) of county programs and how each program meets the community's priorities. Work developed by the teams is available at [www.co.multnomah.or.us/priorities](http://www.co.multnomah.or.us/priorities).

**Community Involvement**

During the month of October, the county, with assistance of the Citizen Involvement Committee, hosted four public forums in each Commissioner district. The information from these forums is posted on the CIC website at [www.co.multnomah.or.us/orgs/cic/](http://www.co.multnomah.or.us/orgs/cic/).

**Next Steps**

Findings of each priority team are being presented to the board on October 26 and 28. During the month of November, the board will rank the 450 county programs within the six priority areas. If Ballot Measure 26-64 passes and the Multnomah County temporary income tax is repealed, on December 2, they will decide which of the 450 county programs will continue to be funded. In the event that the income tax is not repealed, the board will continue to move forward with the priority-setting process to address the structural deficit in FY 2006 and the sunset of the temporary income tax on December 31, 2005.

10/27/2004

As Design Team Co-Chairs, we will continue to keep you updated over the next several weeks. You should also feel free to visit the web ([www.co.multnomah.or.us/priorities](http://www.co.multnomah.or.us/priorities)) and MINT site for updates.

### **Recognition of Priority Teams**

County employees who served on priority teams deserve recognition and gratitude for the many hours of work they contributed to the priority-setting process. A county focus was maintained on each team by assigning employees to priorities different than their area of expertise. For example, Joanne Fuller, the director of the Department of Community Justice, was assigned to the Safety Net Team.

The six county priorities and priority teams are listed below:

**Priority: I want all children in Multnomah County to succeed in school.**

Team: Education, Team Lead: Pam Mindt, Team Facilitator: Tanya McGee

Team Members: Mike Jaspin, Wendy Lear, Lillian Shirley, Robin Mack

**Priority: All Multnomah County residents and their families are able to meet their basic living needs.**

Team: Safety Net, Team Lead: Wanda Yantis, Team Facilitator: David Koch

Team Members: Julie Neburka, Nancy Wilton, Joanne Fuller, Wendy Lebow, Judy Schaffer

**Priority: I want to feel safe at home, work, school, and at play.**

Team: Safety, Team Lead: Carol Ford, Team Facilitator: Hector Roche

Team Members: Matt Nice, Steve Liday, Larry Aab, Scott Marcy, Molly Raphael, Brent Ritchie

**Priority: I want my government to be accountable at every level.**

Team: Accountability, Team Lead: Gary Oxman, Team Facilitator: Kathleen Treb

Team Members: Christian Elkin, Becky Cobb, Val Andreas, Mike Morris (citizen)

**Priority: I want Multnomah County to have a thriving economy.**

Team: Thriving Economy, Team Lead: Consuelo Saragoza, Team Facilitator: Jill Wolf

Team Members: Mark Campbell, Tom Hansell, Shaun Coldwell, Tony Mounts, Karen Schilling

**Priority: I want to have clean, healthy neighborhoods with a vibrant sense of community.**

Team: Community, Team Lead: Mindy Harris, Team Facilitator: Bob Thomas

Team Members: Ching Hay, Kathy Tinkle, Patty Pate, Cindy Gibbon

### **Feedback from Priority Team Members**

Members of the priority teams have offered the following remarks on their experiences over the last month:

*"I found the process itself very valuable. To look at the county budget from the perspective of what programs to purchase rather than what to cut is refreshing and exciting....county employees should know that this process is much more than a budget priority-setting process, but rather a strategic planning process for the county. It will help shape the county and set the direction for the future."*

--Kathy Tinkle, member of the Vibrant Community priority team and employee of the Office of

10/27/2004

## School and Community Partnerships.

*"I found that our current budget structure and programs are a challenge to fit into priority-based budgeting....This is really a combination of strategic planning and budgeting and the results should set us on a path forward best to meet the community's needs....Getting our 'biggest bang for our buck' is important."*

--Jill Wolf, member of the Economy Team and employee of the Library.

*"Being that I am not a county employee or stakeholder of any kind, other than a citizen of the county, I sense there are many forces tugging at the county's programs. The process and hoops we go through in the private sector are simple and minimal compared to all the considerations the county ponders and provides for....I am most impressed with the quality and professionalism of the team members I have been honored to work with. I find myself defending the employees and their efforts with more confidence than I did in the past....It has truly been a joy and an honor to participate in the process.."*

--Mike Morris, member of the Accountability Team and private citizen.