

ANNOTATED MINUTES

Tuesday, October 18, 2005 - 9:30 AM
Multnomah Building, Sixth Floor Commissioners Conference Room 635
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

Chair Diane Linn convened the meeting at 9:30 a.m., with Vice-Chair Lisa Naito and Commissioners Serena Cruz, Lonnie Roberts and Maria Rojo de Steffey present.

- E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(2)(h). Only Representatives of the News Media and Designated Staff are allowed to Attend. Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Executive Session. No Final Decision will be made in the Executive Session. Presented by Agnes Sowle. 15-30 MINUTES REQUESTED.

EXECUTIVE SESSION HELD.

There being no further business, the meeting was adjourned at 10:00 a.m.

Thursday, October 20, 2005 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

Chair Diane Linn convened the meeting at 9:32 a.m., with Vice-Chair Lisa Naito and Commissioners Serena Cruz, Lonnie Roberts and Maria Rojo de Steffey present.

SHERIFF'S OFFICE

- R-1 Government Revenue Contract 0405136 with the City of Portland for the Rental of 57 Jail Beds

COMMISSIONER ROBERTS MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-1. CHAIR LINN GREETED THE MAYOR AND SHERIFF AND COMMENTED IN SUPPORT AND APPRECIATION. MAYOR TOM POTTER THANKED THE BOARD AND COMMISSIONER CRUZ FOR THEIR EFFORTS AND COMMENTED IN SUPPORT OF THE PARTNERSHIP. COUNTY SHERIFF BERNIE GIUSTO AND PORTLAND POLICE BUREAU COMMANDER ROSIE SIZER COMMENTS IN APPRECIATION AND SUPPORT FOR THE PARTNERSHIP. MAYOR POTTER ACKNOWLEDGED AND EXPRESSED HIS APPRECIATION FOR THE EFFORTS OF CHARLIE MCKINNEY. CHAIR LINN EXPRESSED APPRECIATION FOR THE EFFORTS OF PORTLAND COMMISSIONER RANDY LEONARD. COMMISSIONER NAITO ACKNOWLEDGED AND EXPRESSED APPRECIATION FOR THE EFFORTS OF THE MAYOR, COMMISSIONER CRUZ, MR. MCKINNEY AND KATHLEEN TREB. AGREEMENT UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

R-2 Intergovernmental Agreement with the City of Portland Establishing a Voluntary Substance Abuse Treatment Program

COMMISSIONER CRUZ MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF R-2. AT THE REQUEST OF COMMISSIONER CRUZ, KATHLEEN TREB AND CHARLIE MCKINNEY EXPLANATION. COMMISSIONER CRUZ COMMENTS IN SUPPORT. MR. MCKINNEY RESPONSE TO QUESTION OF COMMISSIONER ROBERTS REGARDING INMATE ACCESS TO TREATMENT, HOUSING, MEDICAL AND OTHER COUNTY PROGRAMS. CHAIR LINN COMMENTS IN SUPPORT. COMMISSIONER ROJO COMMENTS IN SUPPORT AND APPRECIATION FOR THE EFFORTS OF COMMISSIONER CRUZ. AGREEMENT UNANIMOUSLY APPROVED.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER ROBERTS, SECONDED BY COMMISSIONER CRUZ, THE CONSENT CALENDAR (ITEM C-1) WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF COUNTY HUMAN SERVICES

- C-1 ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

ORDER 05-176.

REGULAR AGENDA
PUBLIC COMMENT

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.

NO ONE WISHED TO COMMENT.

NON-DEPARTMENTAL

- R-3 RESOLUTION Authorizing Condemnation and Immediate Possession of Real Property Interests for the Purpose of Constructing the New Sauvie Island Bridge and Removing the Existing Bridge

COMMISSIONER ROJO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-3. IAN CANNON EXPLANATION. RESOLUTION 05-177 UNANIMOUSLY ADOPTED.

- R-4 Intergovernmental Non-Expenditure Agreement 470000013 with the State of Oregon Office of Emergency Management to Provide Hurricane Rita Assistance in the State of Louisiana

COMMISSIONER CRUZ MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-4. CHAIR LINN ACKNOWLEDGED AND EXPRESSED HER APPRECIATION OF TOM

SIMPSON AND LOCAL DISASTER RELIEF EFFORTS. TOM SIMPSON EXPLANATION OF R-4 AND R-5 AND RESPONSE TO BOARD QUESTIONS REGARDING COUNTY RELIEF ASSISTANCE IN FUTURE INCIDENTS. AT THE REQUEST OF COMMISSIONER ROJO, MR. SIMPSON PRESENTED AN UPDATE ON HURRICANE WILMA. AGREEMENT UNANIMOUSLY APPROVED.

- R-5 Intergovernmental Non-Expenditure Agreement 470000014 with the State of Oregon Office of Emergency Management to Provide Hurricane Rita Assistance in the State of Texas

UPON MOTION OF COMMISSIONER ROJO, SECONDED BY COMMISSIONER CRUZ, AGREEMENT R-5 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF LIBRARY SERVICES

- R-6 Budget Modification LIB-03 Reclassifying One Position in Support Services of Department of Library Services as Determined by the Class/Comp Unit of Central Human Resources

COMMISSIONER ROJO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-6. LEILA WRATHALL EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF COUNTY MANAGEMENT

- R-7 RESOLUTION Approving the 2005-2007 Labor Agreement between Multnomah County and the Oregon Nurses Association

COMMISSIONER CRUZ MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF R-7. JIM YOUNGER EXPLANATION AND INTRODUCTIONS. OREGON NURSES ASSOCIATION BARGAINING TEAM MEMBER, JUDY SCHAFFER; HEALTH DEPARTMENT DIRECTOR LILLIAN SHIRLEY AND OREGON

NURSES ASSOCIATION LABOR RELATIONS REPRESENTATIVE ROB NOSSE COMMENTS IN APPRECIATION OF THE PROCESS AND OUTCOME. CHAIR LINN COMMENTS IN APPRECIATION. RESOLUTION 05-178 UNANIMOUSLY ADOPTED.

R-8 RESOLUTION Approving 2005-2006 Cost of Living Adjustment for the Federation of Oregon Parole and Probation Officers (FOPPO)

COMMISSIONER CRUZ MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF R-8. REBECCA GABRIEL EXPLANATION AND INTRODUCTIONS. STEVE LIDAY AND STEWART WALKER COMMENTS IN APPRECIATION OF THE TEAM APPROACH PROCESS AND POSITIVE OUTCOME. CHAIR LINN COMMENTS IN APPRECIATION. RESOLUTION 05-179 UNANIMOUSLY ADOPTED.

BUDGET MODIFICATIONS TO IMPLEMENT MID-YEAR RESTORATIONS
SHERIFF'S OFFICE

R-9 MidYear MCSO-01 Reducing State Department of Corrections Funding of \$835,138 to the Sheriff's Office, and restoring \$457,000 from the General Fund Contingency for the Furlough Supervision Program and to extend transition funding for the Close Street Supervision program through October, 2005 [*Postponed from October 13, 2005*]

COMMISSIONER CRUZ MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-9. MARK CAMPBELL EXPLANATION. FOLLOWING DISCUSSION, COMMISSIONER CRUZ MOVED AND COMMISSIONER ROJO SECONDED, AMENDMENT EXCLUDING THE FURLOUGH SUPERVISION PROGRAM FUNDING RESTORATION FROM THE BUDGET MODIFICATION. CHAIR LINN ADVISED SHE IS READY TO VOTE ON THE \$457,000 TODAY AND WILL NOT SUPPORT THE AMENDMENT. AMENDMENT EXCLUDING FURLOUGH SUPERVISION PROGRAM FUNDING RESTORATION FROM THE BUDGET

MODIFICATION APPROVED, WITH COMMISSIONERS NAITO, CRUZ, ROBERTS AND ROJO VOTING AYE, AND CHAIR LINN VOTING NO. FOLLOWING DISCUSSION WITH COMMISSIONER CRUZ, MARK CAMPBELL AND MICHELLE HOPPEL AND UPON MOTION OF COMMISSIONER CRUZ, SECONDED BY COMMISSIONER ROJO, THE AMENDMENT REMOVING EXTENSION OF TRANSITION FUNDING FOR THE CLOSE STREET SUPERVISION PROGRAM THROUGH OCTOBER 2005 FROM THE BUDGET MODIFICATION WAS UNANIMOUSLY APPROVED. BUDGET MODIFICATION REDUCING STATE DEPARTMENT OF CORRECTIONS FUNDING OF \$835,138 TO THE SHERIFF'S OFFICE UNANIMOUSLY APPROVED, AS AMENDED. SHERIFF'S OFFICE TO SUBMIT FURLOUGH SUPERVISION AND CLOSE STREET SUPERVISION PROGRAM BUDGET MODIFICATIONS AT A FUTURE DATE.

DEPARTMENT OF SCHOOL AND COMMUNITY PARTNERSHIPS

R-10 MidYear DSCP-17 Appropriating \$50,000 from General Fund Contingency for Administrative Costs Associated with the Transfer of Housing to the Housing Authority

COMMISSIONER CRUZ MOVED AND COMMISSIONER ROJO SECONDED, TO POSTPONE R-10 INDEFINITELY. COMMISSIONER CRUZ AND MARK CAMPBELL EXPLAINED THE \$50,000 APPROPRIATION THEY THOUGHT WAS OMITTED LAST WEEK WAS IN FACT APPROVED. BUDGET MODIFICATION MID YEAR DSCP-17 UNANIMOUSLY POSTPONED INDEFINITELY.

DEPARTMENT OF HEALTH

R-11 MidYear HD-14 Consider Program Alternatives for State Healthy Start Revenue Loss of \$386,842 [*Postponed from October 13, 2005*]

COMMISSIONER ROBERTS MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-11. JAN WALLINDER, WITH LILLIAN SHIRLEY, EXPLANATION REGARDING OPTION FOR BOARD CONSIDERATION. WENDY LEBOW RESPONSE TO A REQUEST OF COMMISSIONER OF COMMISSIONER NAITO. COMMISSIONER NAITO EXPRESSED HER APPRECIATION OF THE LEADERSHIP AND EFFORTS OF THE HEALTH DEPARTMENT AND THE COMMISSION ON CHILDREN, FAMILIES AND COMMUNITY. CHAIR LINN EXPRESSED APPRECIATION FOR COMMISSIONER NAITO AND IRIS BELL. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

There being no further business, the meeting was adjourned at 10:19 a.m.

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

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OCTOBER 18 & 20, 2005 BOARD MEETINGS FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 a.m. Tuesday Executive Session
Pg 2	9:30 a.m. Thursday Public Comment
Pg 2	9:30 a.m. Thursday Government Revenue Contract with the City of Portland for the Rental of 57 Jail Beds
Pg 3	9:45 a.m. Thursday Agreement with the City of Portland for Alcohol and Drug Treatment
Pg 3	10:00 a.m. Thursday Resolution Authorizing Condemnation of Real Property Interests for Constructing New Sauvie Island Bridge and Removing Existing Bridge
Pg 3	10:15 a.m. Thursday Resolution Approving 2005-07 Labor Agreement with the Oregon Nurses Association
Pg 3	10:30 a.m. Resolution Approving 2005-06 COLA for the Federation of Oregon Parole and Probation Officers

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

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

Friday, 11:00 PM, Channel 30

Saturday, 10:00 AM, Channel 30

Sunday, 11:00 AM, Channel 30

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Tuesday, October 18, 2005 - 9:30 AM
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501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(2)(h). Only Representatives of the News Media and Designated Staff are allowed to Attend. Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Executive Session. No Final Decision will be made in the Executive Session. Presented by Agnes Sowle. 15-30 MINUTES REQUESTED.
-

Thursday, October 20, 2005 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM **DEPARTMENT OF COUNTY HUMAN SERVICES**

- C-1 ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

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

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

SHERIFF'S OFFICE - 9:30 AM

- R-1 Government Revenue Contract 0405136 with the City of Portland for the Rental of 57 Jail Beds

NON-DEPARTMENTAL - 9:45 AM

- R-2 Intergovernmental Agreement with the City of Portland Establishing a Voluntary Substance Abuse Treatment Program
- R-3 RESOLUTION Authorizing Condemnation and Immediate Possession of Real Property Interests for the Purpose of Constructing the New Sauvie Island Bridge and Removing the Existing Bridge
- R-4 Intergovernmental Non-Expenditure Agreement 470000013 with the State of Oregon Office of Emergency Management to Provide Hurricane Rita Assistance in the State of Louisiana
- R-5 Intergovernmental Non-Expenditure Agreement 470000014 with the State of Oregon Office of Emergency Management to Provide Hurricane Rita Assistance in the State of Texas

DEPARTMENT OF LIBRARY SERVICES - 10:10 AM

- R-6 Budget Modification LIB-03 Reclassifying One Position in Support Services of Department of Library Services as Determined by the Class/Comp Unit of Central Human Resources

DEPARTMENT OF COUNTY MANAGEMENT - 10:15 AM

- R-7 RESOLUTION Approving the 2005-2007 Labor Agreement Between Multnomah County and the Oregon Nurses Association
- R-8 RESOLUTION Approving 2005-2006 Cost of Living Adjustment for the Federation of Oregon Parole and Probation Officers (FOPPO)

BUDGET MODIFICATIONS TO IMPLEMENT MID-YEAR RESTORATIONS

SHERIFF'S OFFICE

- R-9 MidYear MCSO-01 Reducing State Department of Corrections Funding of \$835,138 to the Sheriff's Office, and restoring \$457,000 from the General Fund Contingency for the Furlough Supervision Program and to extend transition funding for the Close Street Supervision program through October, 2005 [*Postponed from October 13, 2005*]

DEPARTMENT OF SCHOOL AND COMMUNITY PARTNERSHIPS

R-10 MidYear DSCP-17 Appropriating \$50,000 from General Fund Contingency for Administrative Costs Associated with the Transfer of Housing to the Housing Authority

DEPARTMENT OF HEALTH

R-11 MidYear HD-14 Consider Program Alternatives for State Healthy Start Revenue Loss of \$386,842 [*Postponed from October 13, 2005*]



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 10/20/05
Agenda Item #: C-1
Est. Start Time: 9:30 AM
Date Submitted: 10/12/05

BUDGET MODIFICATION: -

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

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

Date Requested:	<u>October 20, 2005</u>	Time Requested:	<u>N/A</u>
Department:	<u>DCHS</u>	Division:	<u>MHASD</u>
Contact(s):	<u>Jean Dentinger</u>		
Phone:	<u>(503) 988-5464</u>	Ext.:	<u>27297</u>
		I/O Address:	<u>167/1/520</u>
Presenter(s):	<u>Consent Calendar</u>		

General Information

1. What action are you requesting from the Board?

Requesting adoption of order and approval of designees. The Mental Health and Addiction Services Division is recommending approval of the designees in the accordance with ORS 426.215.

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

Outpatient mental health agencies depend upon certain staff having the ability to assess clients for "Director Designee Custody". This certification allows the designee to direct a police officer or secure transportation provider to take into custody any individual with mental health issues who is found to be dangerous to self or to others. Police then transport the individual to a hospital or other approved treatment facility for further evaluation. As agencies experience staffing turnover or increases, new staff needs to be trained and certified as designees.

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

None.

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

In accordance with ORS 426.215.

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

None.

Required Signatures

Department/
Agency Director:

Ret Surface

Date: 10/12/05

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. _____

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

The Multnomah County Board of Commissioners Finds:

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

The Multnomah County Board of Commissioners Orders:

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

2. Added to the list of designees are:

Daniel J Wardin	Karen Wilkins-Sheets	Marc Baiscen
Barb Snow	Suzanne Rush	MichaelAnn Benchoff
Deb Allison	Beth Kerwin	Brent Young
Kas Robinson	Eris Wesley	Bill Hunt
Susan Voss-Rothmeier	Garret Green	Kristoffer Lindstrom
Brian Zralek	Emily Somervell	Katrina Fairchild
Leanne Osborne		

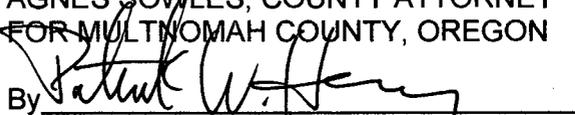
ADOPTED this 20th day of October, 2005.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLES, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Patrick Henry, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 05-176

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

The Multnomah County Board of Commissioners Finds:

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

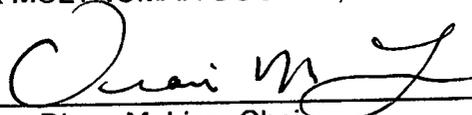
The Multnomah County Board of Commissioners Orders:

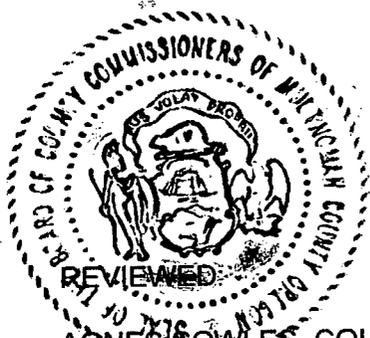
1. The individuals listed below are authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe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

Daniel J Wardin	Karen Wilkins-Sheets	Marc Baiscen
Barb Snow	Suzanne Rush	MichaelAnn Benchoff
Deb Allison	Beth Kerwin	Brent Young
Kas Robinson	Eris Wesley	Bill Hunt
Susan Voss-Rothmeier	Garret Green	Kristoffer Lindstrom
Brian Zralek	Emily Somervell	Katrina Fairchild
Leanne Osborne		

ADOPTED this 20th day of October, 2005.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair



AGNES SOWLES, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By


Patrick Henry, Assistant County Attorney



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 10/20/05
Agenda Item #: R-1
Est. Start Time: 9:30 AM
Date Submitted: 10/12/05

BUDGET MODIFICATION: -

Agenda Title: **Government Revenue Contract 0405136 with the City of Portland for the Rental of 57 Jail Beds**

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

Date Requested:	<u>October 20, 2005</u>	Time Requested:	<u>15 mins</u>
Department:	<u>Sheriff's Office</u>	Division:	<u>Executive</u>
Contact(s):	<u>Christine Kirk, Chief of Staff</u>		
Phone:	<u>503.988.4301</u>	Ext.	<u>84301</u>
		I/O Address:	<u>503/350</u>
Presenter(s):	<u>Sheriff Giusto, Chair Linn, a Representative from the Portland Police Bureau, Mayor's Office and Commissioner Leonard's Office</u>		

General Information

1. What action are you requesting from the Board?

Approval of the agreement between the City of Portland and Multnomah County that allows for the City to rent 57 jail beds for the period of one year and a price of 1.3 million dollars. This will allow for 57 beds to open at Inverness Jail to meet the increased offender population staying in Jail.

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

Multnomah County has addressed declining revenues in a manner that has worked to maintain a balance of public safety services. As the decline in resources has continued the ability to address lower level crimes has been hampered.

The County currently has unused Jail capacity. The City of Portland wishes to utilize the unused capacity and work to use that capacity to increase the ability of the criminal justice system to address the lower level crimes and other to work collaboartively to target specific areas of criminal activity.

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

The City will rent the beds for a price of 1.3 million dollars. This will occur for one year starting November 1, 2005 and ending October 31, 2005. The contract can be continued upon the agreement of both parties. This funding has been anticipated and is part of the MCSO FY05/06 budget.

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

The Multnomah County Sheriff's Office and the City of Portland have worked together to address how to book, hold and track the offenders who enter the jail through this program. The goal is to house offenders, designated as P57 offenders until arraignment. This will require the Board of County Commissioners to revise the Capacity Management Plan to address holding these offenders until arraignment, i.e. making it so that they cannot be released through emergency population release until after arraignment. Revisions to the Capacity Management Plan will come to the Board within two weeks of adoption of this IGA.

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

A group led by Charlie McKinney of the Mayor's Office met to develop protocols and procedures to make the plan possible. Participation included: Multnomah County District Attorney Mike Schruck and two Deputy DAs, Wayne Pearson and Laurie Abraham; Multnomah County Sheriff Bernie Giusto and his staff, Chief Deputy Sheriff Tim Moore, and Lt Jay Heidenrich; Assistant Chief Stan Grubbs, Commander Rosie Sizer, and Lt John Tellis; Deputy City Attorney David Woboril; and ONI Crime Prevention Manager Eric King and ACCESS Coordinator Samantha Kennedy.

Required Signatures

**Department/
Agency Director:**



Date: 10/12/05

Budget Analyst:



Date: 10/12/05

Department HR:

Date:

Countywide HR:

Date:

PROJECT 57

“TALKING POINTS”

- **What is it?**

Project 57 – an agreement between the City of Portland and Multnomah County whereby 57 jail beds will be reserved for the pre-arraignment lodging of persons arrested on specified charges including:

- Second Degree Burglary (Commercial Burglary)
- Driving under the Influence of Intoxicants (DUII) with additional charges of Driving While Revoked (DWR), Driving While Suspended (DWS), and/or Felony DUII (three prior convictions)
- Unauthorized Use of a Motor Vehicle (Auto Theft)
- Distribution of Controlled Substances (Drug Trafficking)
- Manufacturing of Controllable Substances in a Drug Free Zone (aka, “Meth Cooks”)
- Possession or Attempted Possession of Controlled Substances in a Drug Free Zone
- Prostitution or Attempted Prostitution in a Drug Free Zone
- Trespass II in an exclusion Zone

- **Rationale for Pre-Arrestment Incarceration?**

- Experience has shown that offenders who are in Court for Arrestment have a greater likelihood of making subsequent Court appearances to complete adjudication of their charges.
- A disproportionately large percentage of offenders apprehended on the listed charges likely will be chronic, repeat offenders with extensive histories of Failing to Appear (FTA) in Court
- The prospect of certain, short term incarceration is an effective deterrent to chronic, repeat criminal offenders

- **Why these Specified charges?**

These charges were selected because they:

- Have a high, negative impact on Neighborhood Livability
- Are closely related to Substance Abuse and Drug Trafficking

- Have low Early Release Matrix Scores resulting in NO LODGING in the County Jail and issuance of Citations-in-Lieu of Custody

- **How will we know if this works?**

A two tiered committee process will be instituted to administer and evaluate the effectiveness of Project 57. The Committees will be organized and include the following participants:

Management Committee:

- Mayor's Office
- Portland Police Bureau
- Portland City Attorney
- Multnomah County District Attorney
- Multnomah County Sheriff's Office
- Multnomah County Department of Community Justice
- Multnomah County Attorney

Oversight Committee:

- Members of the Management Committee
- City of Portland Office of Neighborhood Involvement
- Citizens Crime Commission
- Local Public Safety Coordinating Committee
- Portland Business Alliance
- Office of Commissioner Randy Leonard
- Community Member Designated by Chief Foxworth

Management Committee will meet weekly to evaluate performance measures and make immediate changes in the Project 57 protocols to ensure most effective use of the reserved jail beds.

Oversight Committee will meet monthly to receive and discuss Project 57 performance data and make recommendations to the Management Committee regarding adjustments to the project parameters.

- **What will this cost and how will it be funded?**

When the City Council adopted its FY 05-06 budget, it set aside \$1.8 Million in one-time funds to go to Multnomah County for additional jail beds and substance abuse treatment services for chronic criminal offenders.

Discussions between City and county staff have determined that \$1.3 Million of this set aside will be sufficient to fund 57 jail beds (Project 57) while \$500,000 will be used to fund Alcohol and Drug treatment services for chronic offenders (Voluntary Substance Abuse Treatment (VSAT) Program. These funds will support the jail beds and treatment services over a 12 month period.

The Ordinance adopting an Interagency Agreement between the City and County governing the VSAT Program will be submitted to the City Council at a later date.

- **Thank You to those who 'toiled' to develop the protocols governing Project 57!**

- Multnomah County District Attorney Mike Schrunk and two Deputy DAs, Wayne Pearson and Laurie Abraham
- Multnomah County Sheriff Bernie Giusto and his staff, Chief Deputy Sheriff Tim Moore, and Lt Jay Heidenrich
- Assistant Chief Stan Grubbs, Commander Rosie Sizer, and Lt John Tellis
- Deputy City Attorney David Woboril
- ONI Crime Prevention Manager Eric King and ACCESS Coordinator Samantha Kennedy

BOGSTAD Deborah L

From: BOGSTAD Deborah L
Sent: Monday, October 17, 2005 4:08 PM
To: CARROLL Mary P; CRUZ Serena M
Cc: LINN Diane M
Subject: RE: R-2 and R-2 agenda items

I am positive Chair Linn won't mind starting the Board meeting with R-1 so Mayor Potter may speak and get out of the Boardroom no later than 9:45 a.m. I'll ask Chair Linn to have the Board consider R-1 and R-2 prior to the consent calendar and public comment. Thanks for the heads up.

Deb Bogstad, Board Clerk
Multnomah County Commissioners
501 SE Hawthorne Boulevard, Suite 600
Portland, Oregon 97214-3587
(503) 988-3277 phone
(503) 988-3013 fax
deborah.l.bogstad@co.multnomah.or.us
<http://www.co.multnomah.or.us/cc/index.shtml>

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

From: CARROLL Mary P
Sent: Monday, October 17, 2005 3:52 PM
To: BOGSTAD Deborah L; CRUZ Serena M
Subject: R-2 and R-2 agenda items
Importance: High

Deb: is it possible that R-1 could be at 9:30am so that the Mayor could speak? It would mean postponing the public comment until after R-2.

Mary Carroll
 Executive Assistant
 Commissioner Serena Cruz
 501 SE Hawthorne Blvd. Suite 600
 Portland OR 97214
 (503)988-5275 phn (503)988-5440 fax
mary.p.carroll@co.multnomah.or.us

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

From: Raglione, Austin [<mailto:araglione@ci.portland.or.us>]
Sent: Monday, October 17, 2005 3:00 PM
To: CARROLL Mary P; Raglione, Austin; Commissioner Leonard
Cc: TREB Kathleen A; Douthit, Dan
Subject: RE:

Hi Mary,

The Mayor actually would like to attend himself and would like to say a few words. Randy, I am sure you could get a ride over if you would like to go together. He will be coming back to City Hall to pick up some folks here for another meeting off site.

10/17/2005

Mary, these are first on the agenda so it will happen right at 9:30 right? The Mayor will need to leave no later than 9:45. Does that work for you?

Austin Raglione
Deputy Chief of Staff
Office of Mayor Tom Potter
503.823.4799

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

From: CARROLL Mary P [mailto:mary.p.carroll@co.multnomah.or.us]
Sent: Monday, October 17, 2005 1:21 PM
To: Raglione, Austin; randy@ci.portland.or.us
Cc: TREB Kathleen A
Subject:

Good morning Commissioner Leonard and Austin:
Attached are copies of the IGA for jail beds and the MOU for the A&D treatment between the City and Multnomah County which are on the Board agenda this week. Serena would like to invite someone from your offices or from the city to offer testimony on Thursday, October 20th in support of the two items. The Board meeting starts at 9:30am in the Boardroom and these are the first two items on the agenda. Please let me know if you have any questions and if someone will be coming to testify.
Thanks.

Mary Carroll
Executive Assistant
Commissioner Serena Cruz
501 SE Hawthorne Blvd. Suite 600
Portland OR 97214
(503)988-5275 phn (503)988-5440 fax
mary.p.carroll@co.multnomah.or.us

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

Contract #: 0405136
Amendment #: _____

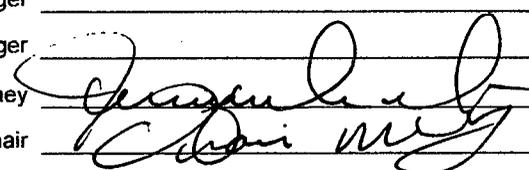
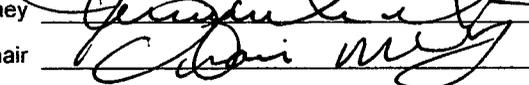
CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input checked="" type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> 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 type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input checked="" type="checkbox"/> Revenue CLASS III 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: Sheriff's Office Division: Corrections Date: 10/13/05
 Originator: Christine Kirk Phone: 503-988-4301 Bldg/Rm: 503/350
 Contact: Christine Kirk Phone: 503-988-4301 Bldg/Rm: 503/350
 Description of Contract: Jail bed rentals.

RENEWAL: PREVIOUS CONTRACT #(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION #: _____ ORS/AR #: 4601301g
 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 <u>City of Portland</u>	Remittance address _____
Address <u>1221 SW 4th Ave</u>	(If different) _____
City/State <u>Portland, OR</u>	Payment Schedule / Terms
ZIP Code <u>97204</u>	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Phone <u>503-823-4000</u>	<input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30
Employer ID# or SS# _____	<input type="checkbox"/> Other \$ _____ <input checked="" type="checkbox"/> Other
Contract Effective Date <u>11/1/05</u> Term Date <u>10/31/05</u>	<input type="checkbox"/> Requirements Funding Info:
Amendment Effect Date _____ New Term Date _____	Original Requirements Amount \$ _____
Original Contract Amount \$ <u>\$1,300,000</u>	Total Amt of Previous Amendments \$ _____
Total Amt of Previous Amendments \$ _____	Requirements Amount Amendment \$ _____
Amount of Amendment \$ _____	Total Amount of Requirements \$ _____
Total Amount of Agreement \$ <u>\$1,300,000</u>	

REQUIRED SIGNATURES:

Department Manager _____	DATE _____
Purchasing Manager _____	DATE _____
County Attorney 	DATE <u>10-13-05</u>
County Chair 	DATE <u>10-20-05</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

COMMENTS: _____

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-1 DATE 10-20-05
DEBORAH L. BOGSTAD, BOARD CLERK

INTERGOVERNMENTAL AGREEMENT

Between the City of Portland and Multnomah County Sheriff's Office

This is an Agreement between the City of Portland (PORTLAND) and Multnomah County by and through the Multnomah County Sheriff's Office (MCSO), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The City of Portland (PORTLAND), and Multnomah County Sheriff's Office (MCSO) enter into this Agreement for the purpose of reserving fifty-seven (57) secure jail beds and establishing the protocols for use of these jail beds for the pre-arraignment lodging of arrestees designated by PORTLAND as Project 57 arrestees. The Parties agree that PORTLAND shall designate arrestees to be housed by MCSO as P57. The Parties further agree that arrestees designated as P57 by PORTLAND will not be released prior to arraignment except as specifically provided for in this Agreement.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from November 1, 2005 to October 31, 2006 and may be renewed for successive one year terms at the discretion of the Sheriff and the Mayor.

2. DEFINITIONS

Bed day: For the purposes of this contract, a "bed day" shall mean any amount of time an inmate is in MCSO custody at a Corrections Facility during a calendar day.

Corrections Facility: For the purposes of this contract, a "Corrections Facility" shall mean Multnomah County Detention Center or Inverness Jail.

3. RESPONSIBILITIES.

A. **Responsibilities of Portland.** The City of Portland will utilize the following protocols to designate an arrestee as subject to a P57 pre-arraignment hold:

1. Portland Police Officers will designate an individual as a Project 57 arrestee based upon PORTLAND's determination that an individual is subject to probable cause arrest for one of the below listed crimes as defined in Oregon Revised Statutes:
 - Second Degree Burglary (Commercial Burglary)
 - Driving under the Influence of Intoxicants (DUII) – with additional charges of Driving While Revoked (DWR), Driving While Suspended (DWS) Crime, and/or Felony DUII (three prior convictions)
 - Unauthorized Use of a Motor Vehicle (UUMV)

- Distribution of Controlled Substances (DCS) while in a Drug Free Zone (DFZ)
 - Manufacture of Controlled Substances (MCS) while in a DFZ
 - Possession and Attempted Possession of Controlled Substances (PCS) while in a DFZ
 - Prostitution and Attempted Prostitution in a Prostitution Free Zone (PFZ)
 - Trespass II in an exclusion zone
2. Portland Police Officers will clearly label Custody reports to identify Project 57 arrestees.
 3. When a Project 57 eligible arrestee is issued a Citation and not lodged into the County jail, the arresting Officer's supervisor will submit a brief e-mail, through channels to the Assistant Chief of Operations, explaining the exception to the Project 57 policy.
 4. Portland Police Bureau will initially limit P57 designations on a daily basis to 20 arrestees, not to exceed a maximum of 57 inmates with P57 designation in custody on any given day. This intake number (20) may be adjusted by agreement of the project managers, and will be reviewed at every Management Committee meeting for adjustment recommendations.
 5. Portland Police Bureau shall manage the daily limit on P57 designations such that no more than 20 arrestees (or such adjusted number as the project managers agree upon) with P57 designation are brought to booking each day.
 6. Portland Police Bureau will ensure positive identification of Project 57 arrestees is made through manual and/or computerized fingerprint records and that a check for wants and warrants is completed prior to arraignment.
 7. Provide staff support for data analysis as specified in the Management Information Systems Agreement described in Section 3.B of this contract.
 8. The Office of the Mayor will coordinate and convene a Management Committee defined in 3.A. below to monitor the effectiveness of the Project and advise PORTLAND and MCSO regarding policy and procedural changes to ensure effective utilization of the Project 57 jail resources.
 9. Portland will pay to the County a total of \$1.3 Million in four payments of \$325,000 on October 1, 2005, January 1, 2006, April 1, 2006, and July 1, 2006.
 10. Portland understands that special missions must continue to be coordinated with MCSO to ensure adequate jail capacity.

B. Responsibilities of MCSO. Multnomah County Sheriff's Office will:

1. Make available fifty-seven jail bed days to house P57 arrestees.
2. Book and hold P57 arrestees until they appear in court for arraignment on their charges, subject to bail and recognizance release. Post arraignment, Project 57 arrestees will be subject to standard custody disposition protocols as established by the Multnomah County Sheriff's Office (MCSO) and the court system, except as specified below.
3. Apply MCSO Matrix Early Release Policy to Project 57 arrestees as follows:
 - Each Project 57 arrestee will be exempted from Population Release until arraignment unless P57 capacity is exceeded and population releases are necessary.
 - In the event MCSO is required to initiate "emergency population releases," the number of Project 57 detainees in excess of 57 may be considered for release consistent with the Matrix scoring range under consideration at the time consistent with their charges.
4. Maintain consistent book and hold until arraignment treatment of arrestees meeting Project 57 criteria county-wide.
5. MCSO will provide a report of current P57 capacity to the Management Committee at each meeting of the Committee. In addition, the MCSO Project Manager or designee will communicate with Portland's Project Manager or designee regarding daily bed capacity as needed to adjust the flow of P57 bookings as described in Section 2.A(5) above.
6. If an arrestee, originally booked as a P57, is charged on non-P57 offenses that require the arrestee be held post-arraignment, that arrestee will be removed from the P57 bed count.
7. Up to five (5) P57 beds are dedicated to hold post-arraignment P57 arrestees not released at arraignment. This designation will be made by PPB and communicated to MCSO Project Manager or designee prior to arraignment.

3. PROJECT MANAGEMENT.

A. Project Oversight.

1. A two-tiered committee process will be instituted to evaluate the effectiveness of Project 57. The Committees will be convened and facilitated by the Mayor's Office and organized as follows:

Management Committee:

- Mayor's Office
- Assistant Chief, Portland Police Bureau
- Commander, Portland Police Bureau
- Deputy District Attorney, Multnomah County
- Deputy City Attorney, City of Portland
- Multnomah County Sheriff's Office Booking Manager
- Designee of the Multnomah County Department of Community Justice
- Chief Deputy of Corrections MCSO or designee
- County Attorney or designee

Oversight Committee:

- Members of the Management Committee
 - Office of Neighborhood Involvement
 - Office of Neighborhood Involvement (ACCESS)
 - District Attorney
 - Designee of the Citizens Crime Commission
 - Designee of the Local Public Safety Coordinating Council
 - Designee of the Portland Business Alliance
 - Designee of City Commissioner Randy Leonard
 - Community Member designated by Portland Police Chief Derrick Foxworth
 - Others as identified by the Mayor's Office
2. The Management Committee will initially meet once per week and thereafter on a schedule to be determined by the Committee. It shall be charged with evaluating data on Project 57 arrestees to determine the extent to which:
 - The demographics of the Project 57 arrestees reflect the intended arrestee profile parameters.
 - The arrestee profiles and P57 arrest designations represent an effective use of the Project 57 beds.
 - Project arrestees are, in fact, being held in jail through arraignment.
 - P57 beds impact on jail operations in terms of population releases.
 3. The Management Committee will advise the Project Managers regarding adjustments to Project 57.
 4. The Oversight Committee will meet monthly to receive and discuss Project 57 performance data and make recommendations to the Management Committee regarding adjustments to the project parameters.

B. Project Evaluation.

Data for the following Performance Measures will be collected, analyzed, and reported periodically to the Management Committee. The parties will within two months of the effective

date of this agreement enter into a separate Management Information System Agreement to initially include the following data:

- Number of Project 57 arrestees detained through arraignment by criminal charge
- Project 57 arrestee profiles by:
 - Gender and ethnicity
 - Prior arrests, by charge
 - Prior convictions, by charge
 - Arraignment disposition
 - FTA Warrants outstanding at time of detention as a Project 57 arrestee
 - Other Wants and Warrants outstanding at time of detention as a Project 57 arrestee
 - Matrix Score
 - Number of Days of Incarceration
- Reported crimes in drug free (DFZ) and prostitution free (PFZ) zones and other targeted areas
- Number of arrestees admitted to the Voluntary Substance Abuse Treatment (VSAT) program
- Profiles of arrestees admitted to VSAT
- Number of arrestees cited or taken into custody after completing participation in Project 57, by charge
- Number of Project 57 arrestees detained through arraignment, by criminal charge
- Number of Project 57 arrestees released prior to arraignment by criminal charge, Matrix score, reason for release (including bail and recog), and arraignment disposition
- Daily Matrix release high score
- Daily average Matrix score for Project 57 arrestees
- List of Project 57 eligible persons cited in lieu of lodging

C. Project Managers.

City of Portland's Project Manager:

Assistant Chief Stan Grubbs
Portland Police Bureau
1111 SW Second Avenue
Portland, Oregon 97204
(503) 823-0000

Multnomah County's Project Manager:

Chief Deputy Tim Moore
Multnomah County Sheriff's Office
501 SE Hawthorne, Blvd, Suite 350
Portland, Oregon 97215
(503) 988-4409

All communications or notices under this Agreement shall be provided to the Project Managers. The parties shall promptly notify each other in writing of any change in the designated Project Managers.

4. **TERMINATION.** Either party may terminate this Agreement for its convenience and without penalty by giving the other party thirty (30) days written notice of its intention to terminate.
5. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, MCSO shall indemnify, defend and hold harmless PORTLAND from and against all liability, loss and costs arising out of or resulting from the acts of MCSO, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 PORTLAND shall indemnify, defend and hold harmless MCSO from and against all liability, loss and costs arising out of or resulting from the acts of PORTLAND, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
9. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
10. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
11. **NO THIRD PARTY BENEFICIARY.** Multnomah County Sheriff's Office (MCSO) and PORTLAND are the only parties to this Agreement, and as such are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or create or provide any legal right or benefit, direct, indirect or otherwise, to any party unless that party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
12. **SEVERABILITY.** The parties agree that if any provision of this Agreement is declared by a Court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.
13. **MEDIATION.** Should any dispute arise between the parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediation negotiation prior to any party commencing litigation. In such an event, the parties to this Agreement agree to participate in good faith in a non-binding mediation process. The

mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator, and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne by both parties.

14. **INTEGRATION.** This Agreement contains the entire agreement between the parties regarding the subject matter addressed herein and supersedes all prior written and oral discussions or agreements.
15. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

The parties have caused this Agreement to be executed by their duly appointed officers, authorized to bind the party for which they sign.

CITY OF PORTLAND

By: _____
Tom Potter
Mayor

By: _____
Gary Blackmer
Auditor

Approved as to form:

Linda Meng, City Attorney

MULTNOMAH COUNTY

By: _____
Diane M. Linn
Chair

By: _____
Bernie Giusto
Multnomah County Sheriff

Reviewed: _____
Jacqueline A. Weber
Assistant County Attorney

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-1 DATE 10-20-05
DEBORAH L. BOGSTAD, BOARD CLERK



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 10/20/05
Agenda Item #: R-2
Est. Start Time: 9:45 AM
Date Submitted: 10/12/05

BUDGET MODIFICATION: -

Agenda Title: **Intergovernmental Agreement Between the City of Portland and Multnomah County for Alcohol and Drug Treatment**

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

Date Requested:	<u>Thursday, October 20, 2005</u>	Time Requested:	<u>15 minutes</u>
Department:	<u>Non-Departmental</u>	Division:	<u>Comm. Cruz, District 2</u>
Contact(s):	<u>Mary Carroll</u>		
Phone:	<u>503-988-5275</u>	Ext.: <u>85275</u>	I/O Address: <u>503/600</u>
Presenter(s):	<u>Kathleen Treb, Department of Community Justice</u>		

General Information

1. What action are you requesting from the Board?

Approve an Intergovernmental Agreement Memorandum of Understanding between the City of Portland and Multnomah County establishing a Voluntary Substance Abuse Treatment (VSAT) program for certain high risk, chronic criminal offenders in the City of Portland who have the greatest need for A&D treatment.

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

In addition to reserving secure jail beds in Multnomah County jails, the City of Portland is also wishes to purchase Alcohol and Drug Treatment services through Multnomah County. The A&D treatment will be made available to those chronic criminal offenders in Portland who:

- have a need for substance addiction treatment
- have demonstrated the potential to benefit from a treatment regimen
- have expressed a willingness to enter a treatment program
- have been mandated by a court or parole/probation officer to enter treatment
- are recommended for treatment by the Portland Police Bureau through the City's ACCESS Program

The VSAT program seeks to provide more treatment programs for those offenders with the greatest need and the potential to benefit from treatment, so that a decrease in related crimes could be anticipated.

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

The City will provide \$500,000 to Multnomah County to purchase a variety of alcohol and drug treatment services.

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

The VSAT program is in conjunction with the purchase of secure jail bed space by the City of Portland.

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

A Management Committee will be convened to evaluate the effectiveness of the VAST program. Members of the Committee will include the Public Safety Liaison in the Mayor's Office, Portland Police Bureau, Office of Neighborhood Involvement, Bureau of Housing and Community Development, Multnomah County District Attorney's Office, Office of the Portland City Attorney, Multnomah County Department of Community Justice and Multnomah County Department of County Human Services.

Required Signatures

**Department/
Agency Director:**



Date: Oct. 12, 2005

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

VOLUNTARY SUBSTANCE ABUSE TREATMENT (VASAT) PROGRAM

“TALKING POINTS”

- **What is it?**

VSAT is an Interagency Agreement between the City of Portland and Multnomah County whereby the City will purchase Alcohol and Drug Treatment services from various private agencies with which the County has established contracts. The A&D treatment will be made available to those chronic criminal offenders in Portland who:

- have a need for substance addiction treatment
- have demonstrated the potential to benefit from a treatment regimen
- have expressed a willingness to enter a treatment program
- have been mandated by a court or parole/probation officer to enter treatment
- are recommended for treatment by the Portland Police Bureau through the City's ACCESS Program

- **Rationale for providing A&D treatment to chronic offenders?**

VSAT is based on the belief that:

- The chronic recurrence of crime diminishes neighborhood livability and negatively impacts the community's perception of safety.
- There is a causal relationship between substance abuse and the commission of crime
- If treatment programs were more available for those offenders with the greatest need for and potential to benefit from treatment, a decrease in related crimes could be anticipated.

- **What kinds of A&D treatment will be provided?**

The County currently contracts for a wide variety of A&D treatment services ranging from in-patient treatment beds for use by chronic, criminal offenders having severe and persistent mental illness combined with substance addiction to outpatient treatment for those less severely impacted by substance abuse. All of these services will be available through VSAT.

- **Availability of other, supplemental services?**

We have learned that many of the individuals known to the Police Bureau and the ACCESS Program as chronic, repeat offenders have a need for not only A&D treatment but other services as well, including case management, suitable and stable housing, food and medical care. In accordance with the VSAT Interagency Agreement the City and County staffs will work with the various treatment providers to facilitate VSAT client ACCESS to programs that offer these supplemental services.

- **How will we know if this works?**

A Management Committee will be convened to administer and evaluate the effectiveness of VSAT. The Committee will be convened and facilitated by the Mayor's Office. Initially the Committee will meet bi-weekly to receive and evaluate data on referrals to VSAT funded treatment programs and initiate adjustments to the Project's operations as and when appropriate. The Committee will include the following participants:

- Mayor's Office
- Portland Police Bureau
- Portland City Attorney
- Portland Office of Neighborhood Involvement
- Portland Bureau of Housing and Community Development
- Multnomah County District Attorney
- Multnomah County Department of County Human Services
- Multnomah County Department of Community Justice
- Multnomah County Attorney
-

The City's Project Manager will submit monthly reports on VSAT performance to the Project 57 Oversight Committee

- **What will this cost and how will it be funded?**

When the City Council adopted its FY 05-06 budget, it set aside \$1.8 Million in one-time funds to go to Multnomah County for additional jail beds and substance abuse treatment services for chronic criminal offenders.

Discussions between City and County staff have determined that \$1.3 Million of this set aside will be sufficient to fund 57 jail beds (Project 57) while \$500,000 will be used to fund Alcohol and Drug treatment services for chronic offenders (Voluntary Substance Abuse Treatment (VSAT) Program. These funds will support the jail beds and treatment services over a 12 month period.

The costs for this program will be billable quarterly based on actual treatment services provided.

- **Program's evolution in direction**

- City Council's original intent was to expend \$500,000 in drug and alcohol treatment for arrestees incarcerated in the County Jail under Project 57 (P57).

- Since P57 arrestees will be lodged in jail only until they are arraigned (approximately two days), and inasmuch as pre-arraignment prisoners are not subjected to D&A screening and triage, we would have no way of determining which P57 arrestee is in need of A&D treatment and, if needed, the level of care they may require.

- We determined that our A&D treatment funds could not be effectively used for P57 arrestees and we investigated alternative strategies for delivering treatment services to our target population including:

- allowing referrals to treatment by a combination of referral agents including: the City's ACCESS Program, CDJ's Parole and Probation Officers, MC's Community Based Service (CBS) Teams, and MCSO's Corrections Counselors.

- purchasing a specified number of residential treatment beds for offenders with addiction problems AND severe and sustained mental illness.

- after consultation with Community Justice, County Human Services, ACCESS, and treatment providers, we have learned that \$500,000 will buy a very limited number of treatment "slots" (in-patient and out-patient) - barely enough to adequately serve those chronic offenders (approx 35-40) currently known to ACCESS and PPB as being both in need of and having the potential to benefit from a treatment regimen.

- We have concluded that allowing referrals to VSAT funded treatment by agents other than ACCESS/PPB would seriously deplete our limited resources and make it impossible to adequately serve our principle target population

- Therefore, as the VSAT Program is now designed

1. ACCESS will be the sole agent for referrals to VSAT funded treatment.

2. Individuals recommended for treatment by ACCESS/PPB will receive first priority in being granted admission to a VSAT funded treatment program.
3. Treatment referrals from DCJ, CBS, and MCSO Corrections will be considered by ACCESS on a "space available" basis.
4. Although ACCESS 's principle area of concentration as been in the Downtown-old Town-Chinatown area, clients from all areas of the city will be eligible for referral to VSAT funded treatment

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF PORTLAND AND MULTNOMAH COUNTY
(Alcohol and Drug Treatment)**

I. PURPOSE

The City of Portland (Portland) and Multnomah County (County) enter into this Memorandum of Understanding (MOU) for the purpose of establishing a Voluntary Substance Abuse Treatment (VSAT) program for those high risk, chronic criminal offenders in the City of Portland who have the greatest need for and demonstrate the most potential benefit from a drug or alcohol treatment regimen.

II. Program Eligibility

Persons will be considered eligible for admission to VSAT funded drug and alcohol treatment programs if they meet the following qualifying factors:

- They are willing to enter treatment voluntarily or have been mandated to enter treatment by the Court or their assigned Probation/Parole Officer.

AND

- They are recommended for treatment by designated representatives of the Portland Police Bureau and the Office of Neighborhood Involvement's ACCESS program.

III. VSAT Responsibilities

Under this Agreement,

The City of Portland will:

1. Purchase through the Multnomah County Department of Community Justice (DCJ), in an amount not to exceed \$500,000, a variety of alcohol and drug treatment services ranging from in-patient treatment beds for use by chronic, criminal offenders having severe and persistent mental illness and substance addiction problems to outpatient treatment for those less severely impacted by substance abuse.
2. Appoint the Office of Neighborhood Involvement's ACCESS Program (ONI/ACCESS) as the sole authorized agent for the referral of clients to VSAT funded treatment programs.

3. Require that ONI/ACCESS, when referring clients to VSAT funded treatment programs, give first priority to those high risk, chronic criminal offenders that have been identified by the Portland Police Bureau as being in need of and likely to benefit most from an addiction treatment regimen.
4. ONI/ACCESS will authorize the referral of clients to VSAT treatment, on a space available basis, when recommended by the Multnomah County Departments of Community Justice (DCJ) and County Human Services (DCHS), and the Sheriff's Office (MCSO) Corrections Division.
5. ONI/ACCESS will maintain liaison with DCJ, DHS and those treatment service providers contracted to perform VSAT services to ensure VSAT clients are:
 - Evaluated for addiction treatment services,
 - Assigned a case number to facilitate the confidential tracking of client participation,
 - Tracked for billing and program performance measurement purposes,
 - ONI/ACCESS collaborates with the County to refer clients to available supplemental services when necessary such as case management, housing, food, and medical care.
6. Make available one member of the ONI/ACCESS staff available as follows:
 - a) To receive training from the County to perform and also perform the following client based services:
 - Complete the alcohol and drug treatment triage form
 - Make appropriate treatment referrals for VSAT qualified clients
 - b) To perform the following additional client based services:
 - Assist clients in obtaining services to meet their basic needs (housing, food, medical care, etc) and provide on-going support during early stage recovery
 - Work with Parole and Probation Officers, the Multnomah County Community Based Service (CBS) Team and treatment providers to facilitate client participation in and completion of treatment programs
 - Outreach to, motivate, and advocate for potential VSAT clients to attend treatment,
7. Ensure that OMI/ACCESS staff perform the following for each client referred to VSAT:

- Complete an Alcohol and Drug Treatment Triage Form for each client, clearly labeled as a "VSAT Referral", and submit a copy of the form to the treatment provider and DCJ.
 - Obtain a signed Release of Information form from each VSAT client
 - Ensure that treatment providers are informed when referral is made to them of a VSAT approved client
8. Through ONI/ACCESS maintain a master log of VSAT clients by case number. Said log will include, at a minimum, the client's name, referral agent, treatment provider, and date of referral.
 9. Through ONI/ACCESS, provide staff support for data analysis and provide the Management Committee with agreed upon data needed to evaluate the efficacy of the VSAT program.
 10. Through the Office of the Mayor, convene a Management Committee to monitor the effectiveness of the VSAT program and initiate appropriate policy and procedural changes to ensure effective utilization of VSAT resources.
 11. Pay to the County a total of \$500,000, billable quarterly based on actual treatment services provided, during the period October 15, 2005 and October 14, 2006. The City will not reimburse the County for a particular client's treatment services unless the client has been assigned a VSAT Case Number and Triage and Intake Forms (and Exit Form, when appropriate) have been completed and are available for inspection by authorized City representatives.

Multnomah County will:

1. Through DCJ, contract for a variety of drug and alcohol treatment services as described in Sections III(1) above.
2. Through DCJ, provide ONI/ACCESS with a list of authorized treatment service providers, a description of the kinds of treatment services provided, the kinds of substance addiction problems best treated by the provider, the availability of supplemental service resources such as housing, and specific protocols (and contact names and numbers) required for referring a client to that particular provider.
3. Through DCJ and DCHS, collaborate with ONI/ACCESS in facilitating VSAT client access to available supplemental services such as case management, housing, food, and medical care, when and as needed.

4. Through DCJ, ensure that VSAT Treatment Service Providers:
 - Complete a Level of Care Assessment on each VSAT client,
 - Place clients in an appropriate treatment regimen as available,
 - Complete both an Intake and Exit form for each VSAT client before the treatment agency is paid for services provided. VSAT Case numbers will be noted on each form.
5. When County staff, refer clients to ONI/ACCESS for VSAT funded treatment they will perform the following services:
 - Complete an Alcohol and Drug Treatment Triage Form for each client, clearly label each form as a "VSAT Referral", and submit a copy of the form to the treatment provider and DCJ.
 - Obtain a signed Release of Information Authorization form from VSAT clients
 - Obtain a VSAT client case number from ONI/ACCESS for each person referred to a VSAT funded treatment provider and utilize this number to track treatment and case management services provided to VSAT clients,
 - Inform treatment providers that the client is a VSAT approved client.
6. Provide the Management Committee and ONI/ACCESS staff with agreed upon data needed to evaluate the efficacy of the VSAT program.
7. Submit to the City quarterly billings for actual treatment services provided, itemized by VSAT client case number.

III. Project Oversight

A Management Committee will be convened to evaluate the effectiveness of the VSAT program. The Committee will be convened and facilitated by the Mayor's Office, and organized as follows:

Management Committee:

- Public Safety Liaison, Mayor's Office
- Precinct Commander, Portland Police Bureau
- Office of Neighborhood Involvement
- Bureau of Housing and Community Development
- Multnomah County District Attorney's Office
- Office of the Portland City Attorney
- Multnomah County Department of Community Justice
- Multnomah County Department of County Human Services

Initially, the Management Committee will meet bi-weekly to receive and evaluate data on referrals to VSAT funded treatment programs. The Committee will evaluate:

- The extent to which the demographics of the VSAT participants reflect the intended profile parameters.
- The extent to which the participant profiles represent an effective use of the VSAT resources.
- The extent to which VSAT participants are completing their treatment regimen.
- The extent to which VSAT participants are successfully accessing supplemental services such as case management, housing, food, and medical care.

The Committee will advise the Project Managers regarding adjustments to the Project based upon Committee evaluations.

The City's Project Manager will submit monthly reports on VSAT performance to the Project 57 Oversight Committee.

IV. Project Evaluation

To the extent that data is available and accessible, the City will collect, analyze and report the following Performance Measures to the Management Committee and the Project Managers:

- Number of individuals referred and admitted to VSAT funded treatment programs, by referral source and type of treatment (residential vs. out-patient)
- VSAT participant profiles by:
 - gender and ethnicity
 - prior arrests, by charge
 - prior convictions, by charge
 - treatment program to which referred/admitted
 - treatment disposition: completed, withdrew voluntarily, terminated for cause/non-compliance
- Percentage of offenders successfully completing, terminated for non-compliance, or withdrawing voluntarily from treatment
- Number of VSAT participants provided with supplemental services, the kinds of supplemental services provided (case management, housing, food, medical care, etc.) and the resource agency providing the supplemental service.
- Number of Project 57 arrestees admitted to the VSAT program
- Profiles of arrestees admitted to VSAT
- Number of VSAT participants cited or taken into custody after admission to treatment program]
- Other data elements that may be identified

V. Term

The term of this agreement shall be from October 15, 2005 to October 14, 2006.

VI. Project Managers

The City of Portland's Project Manager is:

Maria Rubio
Office of the Mayor
1221 SW Fourth Avenue, Suite 340
Portland, Oregon 97204
(503) 823-4000

Multnomah County's Project Manager is:

Kathleen Treb
Multnomah County Department of
Community Justice
501 SE Hawthorne Blvd, Suite 200
Portland, Oregon 97215
(503) 988-6131

All communications or notices under the Memorandum of Understanding shall be provided to the project Managers designated by this Section VI. The parties shall promptly notify each other in writing of any change in the designated Project Managers.

VII. Termination

Either party may terminate this Memorandum of Understanding for its convenience and without penalty by giving the other party thirty (30) days written notice of its intention to terminate.

VIII. Liability

Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300, Multnomah County shall defend, indemnify and save harmless Portland, its officers, agents, and employees from and against all liability, loss, expenses and costs arising out of and resulting from the acts or omissions of the County, its officers, employees, and agents in performance of this Agreement.

Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300, the City of Portland shall defend, indemnify and save harmless Multnomah County, its officers, agents, and employees from and against all liability, loss, expenses and costs arising out of and resulting from the acts or omissions of the City, its officers, employees, and agents in the performance of this Agreement.

IX. No Third Party Beneficiary

Multnomah County and Portland are the only parties to this Agreement, and as such are the only parties entitled to enforce its terms. Nothing in the Agreement gives or shall be construed to give or create or provide any legal right or benefit, direct, indirect or otherwise, to any party unless that party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

XI. Severability

The parties agree that if any provision of this Agreement is declared by a Court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

XII. Mediation

Should any dispute arise between the parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediation negotiation prior to any party commencing litigation. In such an event, the parties to the Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator, and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne by both parties.

XIII. Integration

This Agreement contains the entire agreement between the parties regarding the subject matter addressed herein and supersedes all prior written and oral discussions or agreements.

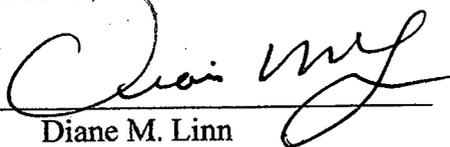
The parties have caused this Agreement to be executed by their duly appointed officers, authorized to bind the party for which they sign.

CITY OF PORTLAND

By: _____
Tom Potter
Mayor

By: _____
Gary Blackmer, Auditor

MULTNOMAH COUNTY

By: 
Diane M. Linn
Chair

Approved as to form:

Linda Meng, City Attorney

Reviewed:



Jacqueline A. Weber
Assistant County Attorney

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 2.2 DATE 10.20.05
DEBORAH L. BOGSTAD, BOARD CLERK



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 10/20/05
Agenda Item #: R-3
Est. Start Time: 10:00 AM
Date Submitted: 10/12/05

BUDGET MODIFICATION: -

Agenda Title: **RESOLUTION Authorizing Condemnation and Immediate Possession of Real Property Interests for the Purpose of Constructing the New Sauvie Island Bridge and Removing the Existing Bridge**

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

Date Requested:	<u>October 20, 2005</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Non-Departmental</u>	Division:	<u>Maria Rojo de Steffey</u>
Contact(s):	<u>Shelli Romero</u>		
Phone:	<u>503-988-4435</u>	Ext.	<u>84435</u>
		I/O Address:	<u>503/600</u>
Presenter(s):	<u>Ian Cannon</u>		

General Information

1. What action are you requesting from the Board?

We are requesting that the Board approve a resolution authorizing the Land Use and Transportation Division Bridge Section to begin negotiations for the purchase of a real property interest associated with the removal of the existing and installation of a new Sauvie Island Bridge and to use condemnation if necessary.

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

The primary purpose of the Sauvie Island Bridge Replacement Project is to construct a new bridge that provides safe and efficient access for people, goods, and service vehicles between Sauvie Island and the mainland. This project is located approximately 10 miles North of downtown Portland, OR and is the only access to Sauvie Island. The existing structure has developed cracks due to loads beyond the design limitations of the bridge because of increased demands since its construction in 1950. This structure has the functional classification of a Rural Collector.

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

The construction cost for this project is estimated at \$34,000,000. Sufficient Federal, State and County funds have been secured to complete the project including expected Right of Way acquisition. This is a one time expenditure for construction activities. Maintenance expenses are not expected to increase over current levels.

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

A total of eleven private parcels owned by four separate parties and one parcel owned by the Oregon Department of Transportation (ODOT), will be impacted by this project. Additionally, there are three privately owned structures being leased to boat owners and a finger pier that needs to be partially removed and re-anchored that will be impacted by the construction of the new bridge. We are requesting Agenda Placement for one (1) additional parcel previously not indicated.

Negotiations to purchase the impacted property interest at fair market value will be made in good faith. The impacted property consists of a portion of an easement at Larson's Moorage.

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

Public involvement meetings have been conducted throughout the planning phase of this project. General Public Meetings were held 3/21/02, 4/17/02, 4/28/03, 5/29/03, 10/27/03, 12/08/03 and 7/20/04. In addition, there were meetings of the Citizen Advisory Committee held on 2/25/04, 3/15/04, 4/13/04, 9/29/04, 10/25/04, 11/15/04, and 1/27/05. There was a Land Use public hearing on 7/18/05. The next public meeting will be held in later this fall (of 2005). These meetings provided a forum for the public and governmental jurisdictions to make comment. Multnomah County will continue to inform the local public of the project progress and any anticipated traffic delays.

Required Signatures

Department/
Agency Director:

Maria Rizo de Steffey

Date: 10/12/05

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing Condemnation and Immediate Possession of Real Property Interests for the Purpose of Constructing the New Sauvie Island Bridge and Removing the Existing Bridge.

The Multnomah County Board of Commissioners Finds:

- a. On April 7, 2005 the Board adopted Resolution No. 05-047 authorizing condemnation and immediate possession of real property interests for the purpose of constructing the New Sauvie Island Bridge and removing the existing bridge (collectively referred to as the "Project").
- b. Since April 2005 the County Land use and Transportation Division has determined that to construct the Project it is necessary to acquire an additional parcel more particularly described in the attached Exhibit A as "Parcel 9".
- c. The Project has been planned and located in a manner that is most compatible with the greatest public good and the least private injury. The map in the attached Exhibit A shows the approximate location of the Project and the additional property interest to be acquired.
- d. It is necessary to take immediate possession of the above described property to allow construction to proceed and be completed on schedule and within budgetary limitations.

The Multnomah County Board of Commissioners Resolves:

1. It is necessary for Multnomah County to acquire the property described in the attached Exhibit A for the Project.
2. In the event that no satisfactory agreement can be reached with the owners of the property as to the purchase price, legal counsel is authorized and directed to commence and prosecute to final determination such condemnation proceedings as may be necessary to acquire the property. Such action shall be in accordance with all applicable laws, rules and regulations governing such acquisition.
3. Upon final determination of any such proceeding, the deposit of funds and payment of judgment conveying the property to the County is authorized.
4. It is necessary to obtain possession of the property as soon as possible to allow construction to proceed and be completed on schedule and within its budgetary limits.
5. Legal counsel is authorized and directed to take such action in accordance with law to obtain possession of the property as soon as possible.

6. There is authorized the creation of a fund in the amount of the estimate of just compensation for said property, which shall, upon obtaining possession of the property, be deposited with the clerk of the court wherein the action was commenced for the use of the defendants in the action, and the Director of the Finance Division is authorized to draw a warrant on the Road Fund of the County in such sum for deposit.

ADOPTED this 20th day of October, 2005

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, County Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By


Matthew O. Ryan, Assistant County Attorney

EXHIBIT A

File 04-53-9
Sauvie Island Bridge-Larson
8/22/05

Parcel 9 – Temporary Construction Easement - 4 years or duration of project, whichever is shorter.

A parcel of land lying in the NE1/4SW1/4 of Section 28, Township 2 North, Range 1 West, of the Willamette Meridian, Multnomah County, Oregon, and being that property described by warranty deed between Irene Daly, et al, grantors, to the State of Oregon, by and through its State Highway Commission, grantees, by instrument recorded in Book 1353 at page 445, deed records of Multnomah County, the said parcel lying on the Easterly side of the existing Burlington Northern Railroad right-of-way and comprising a portion of the existing right-of-way for the Sauvie Island Bridge, being more particularly described as follows:

Beginning at the point of intersection of the Easterly right-of-way line of the former Burlington Northern/Santa Fe Railroad (defined as a line drawn 50.00 feet Easterly from and parallel with the centerline of the existing rails) and the Southeasterly right-of-way line of the existing Sauvie Island Bridge, recorded August 19, 1949 in Book 1353 at Page 445, deed records of Multnomah County, which point lies South 85°06'03" East, a distance of 1987.63 feet from the one-quarter corner common to Sections 28 and 29, Township 2 North, Range 1 West, of the Willamette Meridian; thence North 51°23'00" East, along said Southeasterly right-of-way line, a distance of 30.87 feet; thence North 32°30'42" West, a distance of 80.46 feet to the Northwesterly right-of-way line of the aforesaid Sauvie Island Bridge; thence following said Northwesterly right-of-way line, South 51°23'00" West, a distance of 49.02 feet, more or less, to the aforesaid Easterly right-of-way line of the former Burlington Northern/Santa-Fe Railroad; thence South 45°26'58" East along said Easterly railroad right-of-way, a distance of 41.37 feet; thence continuing along said railroad right-of-way, South 45°27'29" East, a distance of 39.20 feet to the POINT OF BEGINNING.

SUBJECT TO rights of the public in and to that portion of the herein described premises lying within the limits of streets, roads and highways.

The parcel of land to which this description applies contains 0.07 acres, more or less.

Bearings are based on the Oregon Coordinate System of 1983, North Zone.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

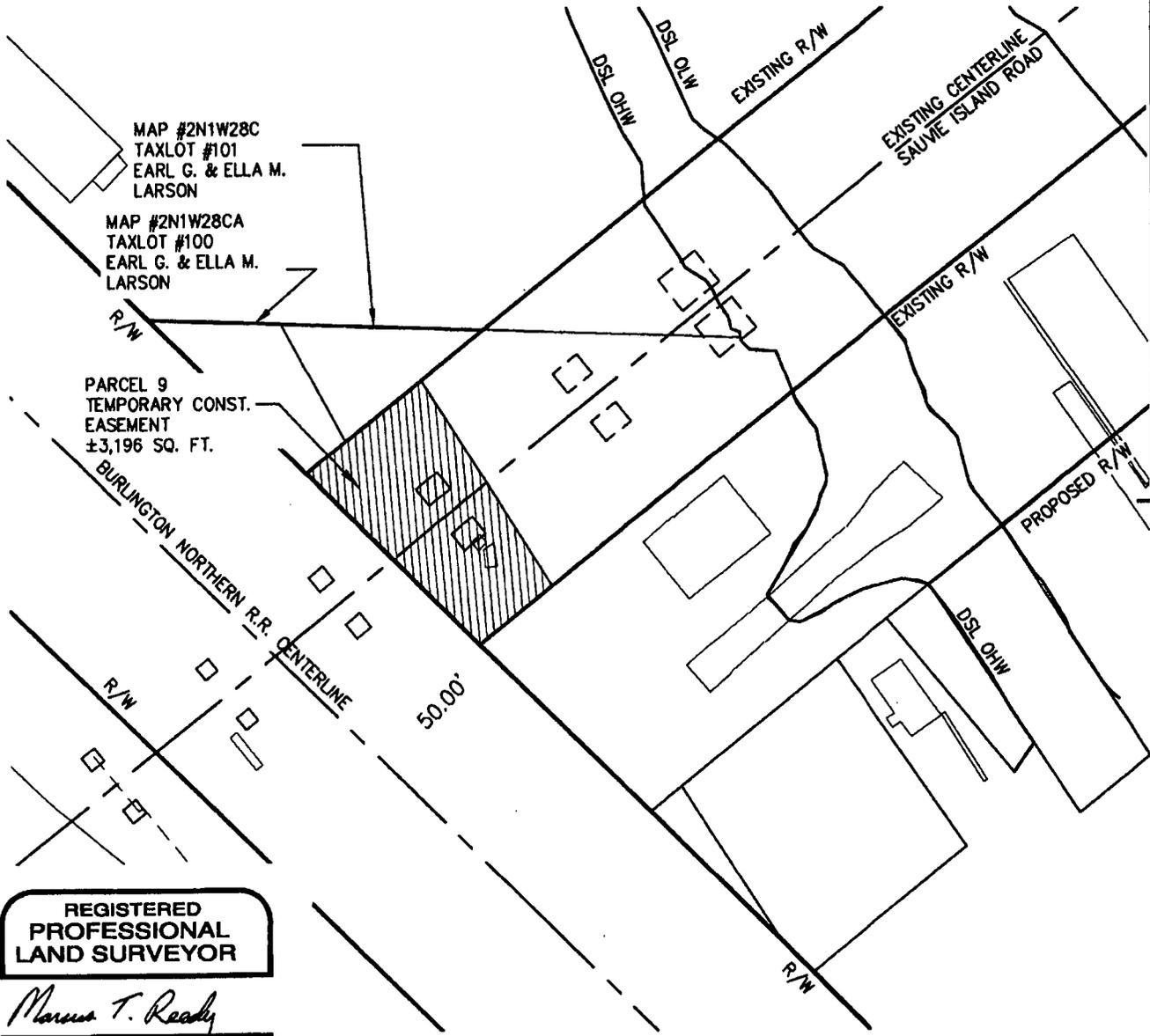
Marcus T. Reedy

OREGON
JULY 21, 1998
MARCUS T. REEDY
02871 LS



EXHIBIT "A"

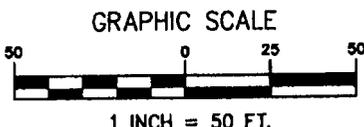
SECTION 28
TOWNSHIP 2 NORTH, RANGE 1 WEST
MULTNOMAH COUNTY, OREGON, WILLAMETTE MERIDIAN



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Marcus T. Reedy

OREGON
JULY 21, 1998
MARCUS T. REEDY
2871
RENEWAL 12/31/2006



PROPOSED EASEMENT

VERTICAL DATUM:
NGVD 29
DSL OHW ELEV = 17.0'
DSL OLW ELEV = 4.0'



**DAVID EVANS
AND ASSOCIATES INC.**
530 Center Street N.E., Suite 605
Salem Oregon 97301
Phone: 503.381.8635

PROJECT	SAUVIE ISLAND BRIDGE REPLACEMENT		
TITLE	SAUVIE ISLAND ROAD		
	MULTNOMAH COUNTY		
FILE	DRAWN BY	DESIGN BY	SCALE
ODOT00000460	EXL	MTR	1" = 50'
			DATE
			6-22-05

SHEET
1

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 05-177

Authorizing Condemnation and Immediate Possession of Real Property Interests for the Purpose of Constructing the New Sauvie Island Bridge and Removing the Existing Bridge

The Multnomah County Board of Commissioners Finds:

- a. On April 7, 2005 the Board adopted Resolution No. 05-047 authorizing condemnation and immediate possession of real property interests for the purpose of constructing the New Sauvie Island Bridge and removing the existing bridge (collectively referred to as the "Project").
- b. Since April 2005 the County Land use and Transportation Division has determined that to construct the Project it is necessary to acquire an additional parcel more particularly described in the attached Exhibit A as "Parcel 9".
- c. The Project has been planned and located in a manner that is most compatible with the greatest public good and the least private injury. The map in the attached Exhibit A shows the approximate location of the Project and the additional property interest to be acquired.
- d. It is necessary to take immediate possession of the above described property to allow construction to proceed and be completed on schedule and within budgetary limitations.

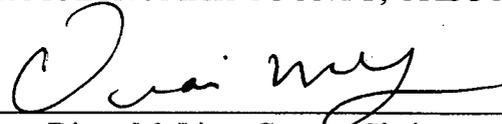
The Multnomah County Board of Commissioners Resolves:

1. It is necessary for Multnomah County to acquire the property described in the attached Exhibit A for the Project.
2. In the event that no satisfactory agreement can be reached with the owners of the property as to the purchase price, legal counsel is authorized and directed to commence and prosecute to final determination such condemnation proceedings as may be necessary to acquire the property. Such action shall be in accordance with all applicable laws, rules and regulations governing such acquisition.
3. Upon final determination of any such proceeding, the deposit of funds and payment of judgment conveying the property to the County is authorized.
4. It is necessary to obtain possession of the property as soon as possible to allow construction to proceed and be completed on schedule and within its budgetary limits.

5. Legal counsel is authorized and directed to take such action in accordance with law to obtain possession of the property as soon as possible.
6. There is authorized the creation of a fund in the amount of the estimate of just compensation for said property, which shall, upon obtaining possession of the property, be deposited with the clerk of the court wherein the action was commenced for the use of the defendants in the action, and the Director of the Finance Division is authorized to draw a warrant on the Road Fund of the County in such sum for deposit.

ADOPTED this 20th day of October, 2005

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, County Chair



REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

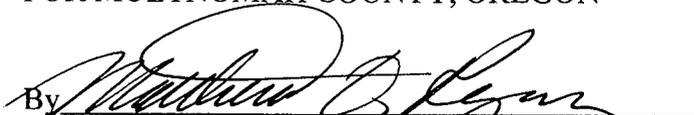
By 
Matthew O. Ryan, Assistant County Attorney

EXHIBIT A

File 04-53-9
Sauvie Island Bridge-Larson
8/22/05

Parcel 9 – Temporary Construction Easement - 4 years or duration of project, whichever is shorter.

A parcel of land lying in the NE1/4SW1/4 of Section 28, Township 2 North, Range 1 West, of the Willamette Meridian, Multnomah County, Oregon, and being that property described by warranty deed between Irene Daly, et al, grantors, to the State of Oregon, by and through its State Highway Commission, grantees, by instrument recorded in Book 1353 at page 445, deed records of Multnomah County, the said parcel lying on the Easterly side of the existing Burlington Northern Railroad right-of-way and comprising a portion of the existing right-of-way for the Sauvie Island Bridge, being more particularly described as follows:

Beginning at the point of intersection of the Easterly right-of-way line of the former Burlington Northern/Santa Fe Railroad (defined as a line drawn 50.00 feet Easterly from and parallel with the centerline of the existing rails) and the Southeasterly right-of-way line of the existing Sauvie Island Bridge, recorded August 19, 1949 in Book 1353 at Page 445, deed records of Multnomah County, which point lies South 85°06'03" East, a distance of 1987.63 feet from the one-quarter corner common to Sections 28 and 29, Township 2 North, Range 1 West, of the Willamette Meridian; thence North 51°23'00" East, along said Southeasterly right-of-way line, a distance of 30.87 feet; thence North 32°30'42" West, a distance of 80.46 feet to the Northwesterly right-of-way line of the aforesaid Sauvie Island Bridge; thence following said Northwesterly right-of-way line, South 51°23'00" West, a distance of 49.02 feet, more or less, to the aforesaid Easterly right-of-way line of the former Burlington Northern/Santa-Fe Railroad; thence South 45°26'58" East along said Easterly railroad right-of-way, a distance of 41.37 feet; thence continuing along said railroad right-of-way, South 45°27'29" East, a distance of 39.20 feet to the POINT OF BEGINNING.

SUBJECT TO rights of the public in and to that portion of the herein described premises lying within the limits of streets, roads and highways.

The parcel of land to which this description applies contains 0.07 acres, more or less.

Bearings are based on the Oregon Coordinate System of 1983, North Zone.



Marcus T. Reedy

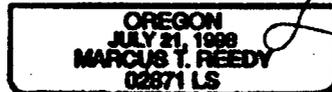
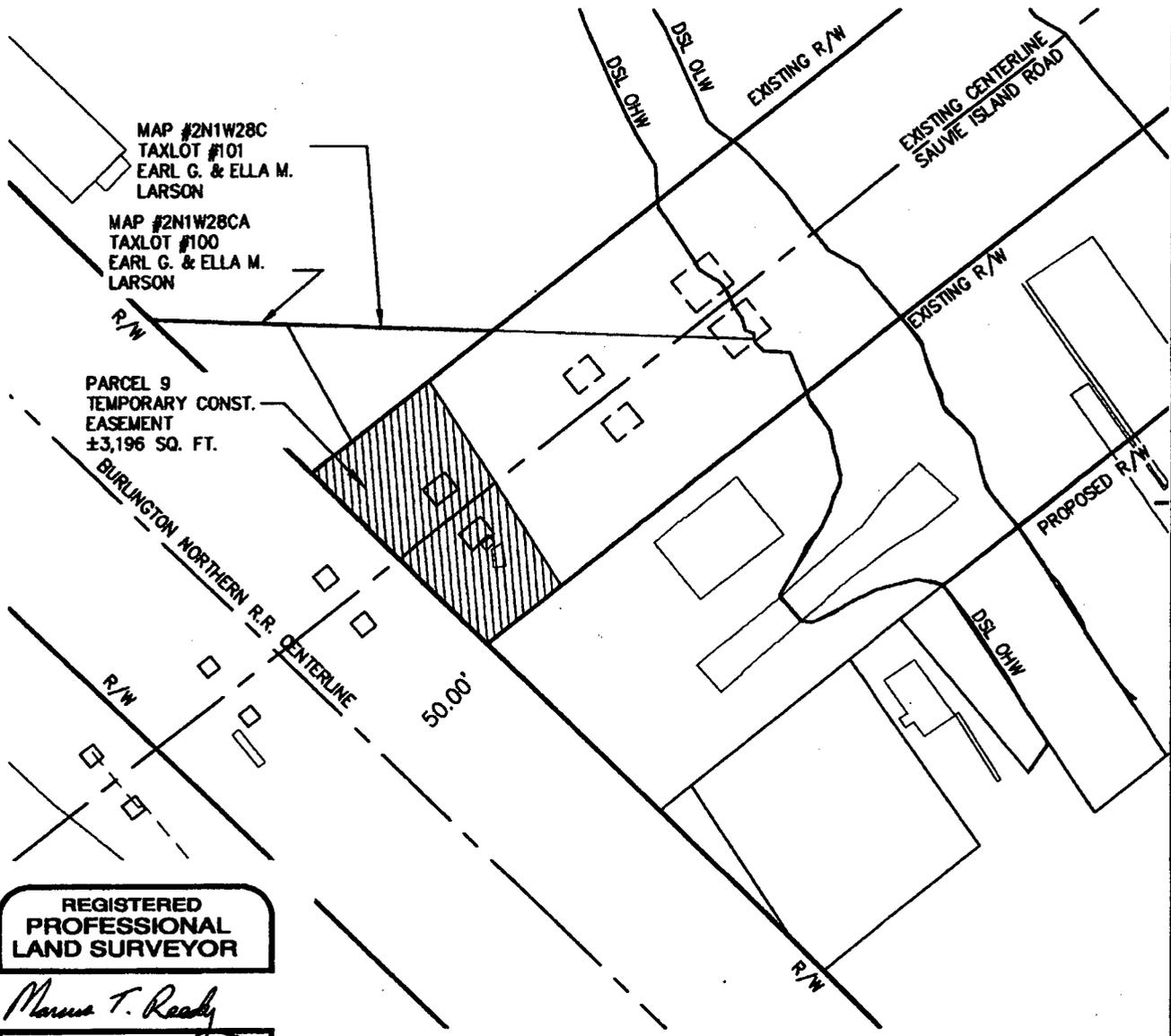




EXHIBIT "A"

SECTION 28
TOWNSHIP 2 NORTH, RANGE 1 WEST
MULTNOMAH COUNTY, OREGON, WILLAMETTE MERIDIAN



MAP #2N1W28C
TAXLOT #101
EARL G. & ELLA M.
LARSON

MAP #2N1W28CA
TAXLOT #100
EARL G. & ELLA M.
LARSON

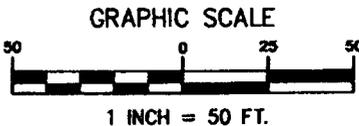
PARCEL 9
TEMPORARY CONST.
EASEMENT
±3,196 SQ. FT.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Marcus T. Reedy

OREGON
JULY 21, 1998
MARCUS T. REEDY
2871

RENEWAL 12/31/2006



PROPOSED EASEMENT

VERTICAL DATUM:
NGVD 29
DSL OHW ELEV = 17.0'
DSL OLW ELEV = 4.0'



DAVID EVANS
AND ASSOCIATES INC.

530 Center Street N.E., Suite 605
Salem Oregon 97301
Phone: 503.361.8935

PROJECT SAUVIE ISLAND BRIDGE REPLACEMENT

TITLE SAUVIE ISLAND ROAD
MULTNOMAH COUNTY

1

FILE ODOT00000460 DRAWN BY EXL DESIGN BY MTR SCALE 1" = 50' DATE 8-22-05



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 10/20/05
 Agenda Item #: R-4
 Est. Start Time: 10:05 AM
 Date Submitted: 10/12/05

BUDGET MODIFICATION: -

Agenda Title: Intergovernmental Non-Expenditure Agreement 470000013 with the State of Oregon Office of Emergency Management to Provide Hurricane Rita Assistance in the State of Louisiana

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

Date Requested:	<u>October 20, 2005</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Non-Departmental</u>	Division:	<u>Chair's Office</u>
Contact(s):	<u>Tom Simpson</u>		
Phone:	<u>503-988-4233</u>	Ext.	<u>84233</u>
		I/O Address:	<u>503/600</u>
Presenter(s):	<u>Tom Simpson</u>		

General Information

1. What action are you requesting from the Board?

Approve the Intergovernmental Agreement.

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

During large scale disasters and emergencies states may request assistance from other states. Many times these requests are filled by local governments which are deployed as state workers. These requests are called EMAC, Emergency Management Assistance Compact.

Costs for travel and expenses are reimbursable through FEMA as long as the original request was made through the EMAC process. The County is responsible for the compensation of employees that are deployed through EMAC. The duration of deployment is variable. Having the agreement in place does not guarantee or ensure that County personnel will be deployed. It only clears the legal hurdles. The specific needs identified in a request and the availability of staff would still need to be evaluated.

EMAC is just one avenue by which County employees may assist in the recovery efforts. Some

have gone through independent contracts with non-governmental agencies; others have gone through the National Guard. The purpose of the EMAC IGA is to provide yet another way for Multnomah County to assist if a request is made.

While such a deployment can be a challenge for County organizations, it is also an excellent opportunity for County staff to work in a situation that we rarely see in the County. The training and experience is better than can be obtained through conferences or seminars.

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

Personnel costs would be the responsibility of the County if it chose to respond to an EMAC request.

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

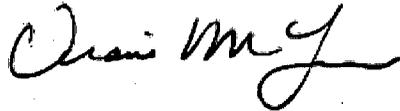
The IGA was reviewed and approved by the County Attorney. A policy consideration is whether the County wishes to expend funds (on employee compensation) during a tight fiscal period. While other expenses are reimbursed, compensation is not.

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

The EMAC process is multi state with Federal involvement. It requires the active participation of the State of Oregon and the receiving state (in this case Texas or Louisiana).

Required Signatures

**Department/
Agency Director:**



Date: 10/12/05

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

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 checked="" 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 checked="" type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue CLASS III 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

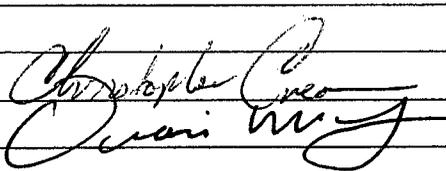
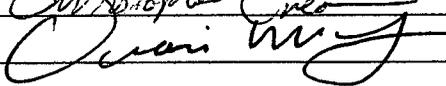
Department: Community Services Division: Office of Emergency Mgmt Date: 10/07/05
 Originator: Tom Simpson Phone: x84233 Bldg/Rm: 503/6th Fl
 Contact: Cathy Kramer Phone: x22589 Bldg/Rm: 455/Annex

Description of Contract: Intergovernmental Agreement between Multnomah County OEM and State of Oregon OEM to provide Hurricane Rita assistance in the State of Louisiana, in compliance with FEMA reimbursement requirements. This is a non-expenditure, 190 Agreement.

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

Contractor	<u>Oregon-Dept of State Police/Office of Emerg Mgmt</u>			Remittance address	_____
Address	<u>PO Box 14370</u>			(If different)	_____
City/State	<u>Salem OR</u>			Payment Schedule / Terms	_____
ZIP Code	<u>97309-5062</u>			<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	<u>(503) 378-2911 x22227 (Abby Kershaw)</u>			<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#	<u>N/A</u>			<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	<u>10/20/2005</u>	Term Date	<u>10/19/2015</u>	<input type="checkbox"/> Requirements Funding Info:	
Amendment Effect Date	New Term Date			Original Requirements Amount	\$ _____
Original Contract Amount	\$ _____	Total Amt of Previous Amendments	\$ _____	Requirements Amount Amendment	\$ _____
Total Amt of Previous Amendments	\$ _____	Total Amount of Requirements	\$ _____		
Amount of Amendment	\$ _____				
Total Amount of Agreement	\$ <u>\$0</u>				

REQUIRED SIGNATURES:

Department Manager _____	DATE _____
Purchasing Manager _____	DATE _____
County Attorney 	DATE <u>10/12/05</u>
County Chair 	DATE <u>10/20/05</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

COMMENTS:
 WBS: EM009
 (CAF_EMAC_IGA_Rita_LA)

APPROVED : MULTNOMAH COUNTY BOARD OF COMMISSIONERS
 AGENDA # R-4 DATE 10-20-05
 DEBORAH L. BOGSTAD, BOARD CLERK



Non-Financial Agreement

Vendor Address
 OREG ST OF DEPT OF STATE POLICE
 OFFICE OF EMERGENCY MGMT
 PO Box 14370
 SALEM OR 97309-5062

Information

Contract Number	4710000013
Date	10/07/2005
Vendor No.	54220
Contact/Phone	BCS Emerg Mgmt /
Validity Period:	10/20/2005 - 10/19/2015
Minority Indicator:	Not Identified

Item	Material/Description	Target Qty	UM	Unit Price
	<p><i>Intergovernmental Agreement between the State of Oregon, through the Dept of State Police-Office of Emergency Management (OEM), and Multnomah County OEM to provide assistance to Hurricane Rita victims in the State of Louisiana, in accordance with FEMA reimbursement requirements.</i></p> <p><i>Effective Dates: 10/20/05 - 10/19/2015</i></p> <p><i>Dept Contact: Tom Simpson (503) 988-4233</i></p> <p><i>(Administrative Contact: Stuart Farmer (503) 988-5276 or Cathey Kramer (503) 988-5050 x22589)</i></p> <p>*** Text changed ***</p>			

INTERGOVERNMENTAL AGREEMENT
Between

State of Oregon, by and through the
Department of State Police,
Office of Emergency Management ("OEM")
P.O. Box 14370
Salem, Oregon 97309-5062
Contact Person: Abby Kershaw
Phone: (503) 378-2911, x 22227
mail: abby.kershaw@state.or.us

AND The **County of Multnomah, Oregon**
Office of Emergency Management
501 SE Hawthorne Blvd, Suite 600
Portland, OR 97204
Contact Person: Tom Simpson
Ph: 503-998-4233
E-mail: thomas.g.simpson@co.multnomah.or.us

INTRODUCTION

OEM administers the Emergency Management Assistance Compact (EMAC), ORS 401.043, for the State of Oregon. EMAC is the interstate mutual aid agreement that authorizes member states to assist each other in emergencies or disasters. When any member state's Governor declares an emergency or disaster, including when an emergency or disaster is imminent, other member states may agree to provide assistance in response to requests from the impacted state(s). The assistance from other member states may be in the form of personnel and/or other resources. EMAC has been activated for **Hurricane Rita, Presidential major disaster declaration FEMA-1607-DR-Louisiana**. OEM and the **County** enter into this Intergovernmental Agreement to provide for **County** resources to be available for deployment under EMAC.

PROCESS

In response to any requests made by **Louisiana** under EMAC, OEM may cause the request to be broadcast to state agencies and local governments in Oregon. If **County** has resources available that are responsive to the request, **County** shall notify OEM of the availability of the resources in a manner acceptable to both parties.

OEM shall notify **Louisiana** of available resources. If **Louisiana** desires OEM to provide resources that are being made available by **County**, **Louisiana** will provide to OEM a requisition substantially in the form attached hereto as Attachment A ("Requisition"). OEM shall contact **County** to assist in completion of the Req A, provided to OEM by **Louisiana** and **County** shall provide the necessary information for completion of Part II of the Req A to OEM in a manner directed by OEM, which may be by fax, email or other method. Upon approval of OEM's authorized EMAC representative, OEM shall transmit the approved Requisition to **Louisiana**. If OEM receives notification from **Louisiana** that the requisition is approved, OEM shall notify **County** and the resource(s) shall be deployed.

Each Requisition that is approved by **Louisiana** shall be incorporated by reference into this Agreement.

DEPLOYMENT OF COUNTY EMPLOYEES; REIMBURSEMENT

County agrees to facilitate the necessary travel arrangements for any **COUNTY** employees deployed under this Agreement, including airline and lodging, in coordination with the receiving state. **County**

agrees to pay these costs up front. Once the deployment is complete and the **County** submits its expense report to OEM, OEM agrees to submit the travel expense report to the **Louisiana Emergency Management Agency** for reimbursement through the EMAC reimbursement process.

The **County** shall submit a final invoice or other appropriate travel expense report for each employee of **County** deployed under this Agreement, with all appropriate documentation, to OEM within 30 days of return to the **County** by the employee. Upon receipt of reimbursement from **Louisiana**, OEM shall transmit that reimbursement to the **County** in a final amount for the authorized expenses claimed on each employee's travel expense report (including salary and benefits), when reimbursement is received from the **Louisiana Emergency Management Agency**. Reimbursement shall not exceed the final, total amount indicated on the travel expense report, including the individual's travel expenses, salary and benefits as applicable. OEM shall reimburse the **County** within 30 days of receipt of reimbursement from **Louisiana**.

DEPLOYMENT OF OTHER RESOURCES; REIMBURSEMENT

Resources other than employees shall be deployed as provided in any Requisition that is approved by **Louisiana** as described under **Process**, above. The amount available for reimbursement is the amount designated by the **County** that is included on the Requisition. OEM shall transmit that reimbursement to the **County** when reimbursement is received from the **Louisiana Emergency Management Agency**.

STATUS OF EMPLOYEES; LIABILITY

Pursuant to ORS Chapter 190, **State** authorizes **County** to provide resources and enforce the provisions of the EMAC, including but not limited to the liability protections afforded the **State** under Article VI of the EMAC. Each **County** employee made available as a resource under this Agreement hereby is designated as a **State** employee solely for purposes of the EMAC. Such employee shall remain an employee of the **County** for all other purposes, including payment of compensation. **County** shall continue to pay the employee and provide the same benefits as if the employee was working at his or her home station. OEM assumes no responsibility for each **County** employee other than the accomplishment of travel arrangements, the submission of completed travel expense reports through the EMAC reimbursement process, and the transmittal of reimbursement from **Louisiana** to the **County**. In no event shall OEM be responsible to defend, save harmless or indemnify **County** or the employee for any claim for damages.

Each employee of **County** will report to the designated point of contact as well as check in with the Requesting State EMAC A-Team upon arrival. Each employee of **County** will provide contact information and progress reports on their service throughout the period of deployment.

AMENDMENTS

This Agreement may be amended only by mutual agreement of the parties. Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. Actual deployment information will be added to this agreement as an addendum at the time of deployment. This information will include a not to exceed amount for the actual deployment.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

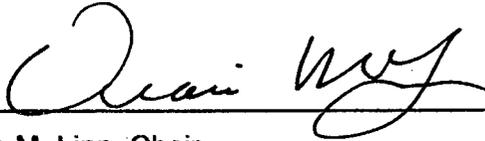
IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year last specified below. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

BY: _____
(Authorized EMAC Contact for Oregon OEM)

Date: _____

APPROVED AS TO FORM:

By _____
Keith Kutler
Assistant Attorney General

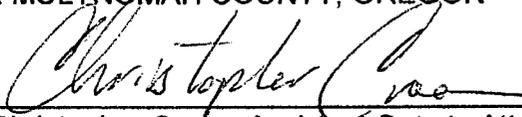
BY:  _____

Diane M. Linn, Chair
Board of County Commissioners
For Multnomah County, Oregon

Date: October 20, 2005

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By  _____
Christopher Crean, Assistant County Attorney

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 10.20.05
DEBORAH L. BOGSTAD, BOARD CLERK



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 10/20/05
Agenda Item #: R-5
Est. Start Time: 10:08 AM
Date Submitted: 10/12/05

BUDGET MODIFICATION: -

Agenda Title: **Intergovernmental Non-Expenditure Agreement 470000014 with the State of Oregon Office of Emergency Management to Provide Hurricane Rita Assistance in the State of Texas**

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

Date Requested: <u>October 20, 2005</u>	Time Requested: <u>5 minutes</u>
Department: <u>Non-Departmental</u>	Division: <u>Chair's Office</u>
Contact(s): <u>Tom Simpson</u>	
Phone: <u>503-988-4233</u> Ext. <u>84233</u>	I/O Address: <u>503/600</u>
Presenter(s): <u>Tom Simpson</u>	

General Information

1. What action are you requesting from the Board?

Approve the Intergovernmental Agreement.

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

During large scale disasters and emergencies states may request assistance from other states. Many times these requests are filled by local governments which are deployed as state workers. These requests are called EMAC, Emergency Management Assistance Compact.

Costs for travel and expenses are reimbursable through FEMA as long as the original request was made through the EMAC process. The County is responsible for the compensation of employees that are deployed through EMAC. The duration of deployment is variable. Having the agreement in place does not guarantee or ensure that County personnel will be deployed. It only clears the legal hurdles. The specific needs identified in a request and the availability of staff would still need to be evaluated.

EMAC is just one avenue by which County employees may assist in the recovery efforts. Some

have gone through independent contracts with non-governmental agencies; others have gone through the National Guard. The purpose of the EMAC IGA is to provide yet another way for Multnomah County to assist if a request is made.

While such a deployment can be a challenge for County organizations, it is also an excellent opportunity for County staff to work in a situation that we rarely see in the County. The training and experience is better than can be obtained through conferences or seminars.

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

Personnel costs would be the responsibility of the County if it chose to respond to an EMAC request.

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

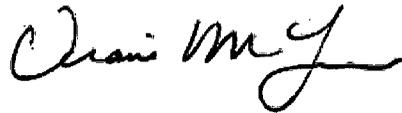
The IGA was reviewed and approved by the County Attorney. A policy consideration is whether the County wishes to expend funds (on employee compensation) during a tight fiscal period. While other expenses are reimbursed, compensation is not.

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

The EMAC process is multi state with Federal involvement. It requires the active participation of the State of Oregon and the receiving state (in this case Texas or Louisiana).

Required Signatures

**Department/
Agency Director:**



Date: 10/12/05

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) Attached Not Attached Contract #: 470000014
 Amendment #: _____

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period <input checked="" 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	Contracts over \$75,000 per 12 month period <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"/> Government Contracts (190 Agreement) <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue CLASS III 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: Community Services Division: Office of Emergency Mgmt Date: 10/07/05
 Originator: Tom Simpson Phone: x84233 Bldg/Rm: 503/6th Fl
 Contact: Cathey Kramer Phone: x22589 Bldg/Rm: 455/Annex
 Description of Contract: Intergovernmental Agreement between Multnomah County OEM and State of Oregon OEM to provide Hurricane Rita assistance in the State of Texas, in compliance with FEMA reimbursement requirements. This is a non-expenditure, 190 Agreement.

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	<u>Oregon-Dept of State Police/Office of Emerg Mgmt</u>		Remittance address	_____	
Address	<u>PO Box 14370</u>		(If different)	_____	
City/State	<u>Salem OR</u>		Payment Schedule / Terms	_____	
ZIP Code	<u>97309-5062</u>		<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	
Phone	<u>(503) 378-2911 x22227 (Abby Kershaw)</u>		<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	
Employer ID# or SS#	<u>N/A</u>		<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	
Contract Effective Date	<u>10/20/2005</u>	Term Date <u>10/19/2015</u>	<input type="checkbox"/> Requirements Funding Info:		
Amendment Effect Date	New Term Date _____		Original Requirements Amount	\$ _____	
Original Contract Amount	\$ _____		Total Amt of Previous Amendments	\$ _____	
Total Amt of Previous Amendments	\$ _____		Requirements Amount Amendment	\$ _____	
Amount of Amendment	\$ _____		Total Amount of Requirements	\$ _____	
Total Amount of Agreement	\$ <u>\$0</u>				

REQUIRED SIGNATURES:

Department Manager _____	DATE _____
Purchasing Manager _____	DATE _____
County Attorney <i>Christopher Creech</i>	DATE <u>10/12/05</u>
County Chair <i>Chris Meyer</i>	DATE <u>10-20-05</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

COMMENTS:
 WBS: EM009
 (CAF_EMAC_IGA_Rita_TX)

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-5 DATE 10-20-05
RECALL BOARD CLERK



Non-Financial Agreement

Vendor Address
OREG ST OF DEPT OF STATE POLICE OFFICE OF EMERGENCY MGMT PO Box 14370 SALEM OR 97309-5062

Information	
Contract Number	4710000014
Date	10/07/2005
Vendor No.	54220
Contact/Phone	BCS Emerg Mgmt /
Validity Period:	10/20/2005 - 10/19/2015
Minority Indicator:	Not Identified

Item	Material/Description	Target Qty	UM	Unit Price
	<p><i>Intergovernmental Agreement between the State of Oregon, through the Dept of State Police-Office of Emergency Management (OEM), and Multnomah County OEM to provide assistance to Hurricane Rita victims in the State of Texas, in accordance with FEMA reimbursement requirements.</i></p> <p><i>Effective Dates: 10/20/05 - 10/19/2015</i></p> <p><i>Dept Contact: Tom Simpson (503) 988-4233</i></p> <p><i>(Administrative Contact: Stuart Farmer (503) 988-5276 or Cathay Kramer (503) 988-5050 x22589)</i></p>			

INTERGOVERNMENTAL AGREEMENT
Between

State of Oregon, by and through the
Department of State Police,
Office of Emergency Management ("OEM")
P.O. Box 14370
Salem, Oregon 97309-5062
Contact Person: Abby Kershaw
Phone: (503) 378-2911, x 22227
mail: abby.kershaw@state.or.us

AND The **County of Multnomah**, Oregon
Office of Emergency Management
501 SE Hawthorne Blvd, Suite 600
Portland, OR 97204
Contact Person: Tom Simpson
Ph: 503-998-4233
E-mail: thomas.g.simpson@co.multnomah.or.us

INTRODUCTION

OEM administers the Emergency Management Assistance Compact (EMAC), ORS 401.043, for the State of Oregon. EMAC is the interstate mutual aid agreement that authorizes member states to assist each other in emergencies or disasters. When any member state's Governor declares an emergency or disaster, including when an emergency or disaster is imminent, other member states may agree to provide assistance in response to requests from the impacted state(s). The assistance from other member states may be in the form of personnel and/or other resources. EMAC has been activated for **Hurricane Rita, Presidential major disaster declaration FEMA-1606-DR-Texas**. OEM and the **County** enter into this Intergovernmental Agreement to provide for **County** resources to be available for deployment under EMAC.

PROCESS

In response to any requests made by **Texas** under EMAC, OEM may cause the request to be broadcast to state agencies and local governments in Oregon. If **County** has resources available that are responsive to the request, **County** shall notify OEM of the availability of the resources in a manner acceptable to both parties.

OEM shall notify **Texas** of available resources. If **Texas** desires OEM to provide resources that are being made available by **County**, **Texas** will provide to OEM a requisition substantially in the form attached hereto as Attachment A ("Requisition"). OEM shall contact **County** to assist in completion of the Req A, provided to OEM by **Texas** and **County** shall provide the necessary information for completion of Part II of the Req A to OEM in a manner directed by OEM, which may be by fax, email or other method. Upon approval of OEM's authorized EMAC representative, OEM shall transmit the approved Requisition to **Texas**. If OEM receives notification from **Texas** that the requisition is approved, OEM shall notify **County** and the resource(s) shall be deployed.

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DEPLOYMENT OF COUNTY EMPLOYEES; REIMBURSEMENT

County agrees to facilitate the necessary travel arrangements for any **COUNTY** employees deployed under this Agreement, including airline and lodging, in coordination with the receiving state. **County**

agrees to pay these costs up front. Once the deployment is complete and the **County** submits its expense report to OEM, OEM agrees to submit the travel expense report to the **Texas** Emergency Management Agency for reimbursement through the EMAC reimbursement process.

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DEPLOYMENT OF OTHER RESOURCES; REIMBURSEMENT

Resources other than employees shall be deployed as provided in any Requisition that is approved by **Texas** as described under **Process**, above. The amount available for reimbursement is the amount designated by the **County** that is included on the Requisition. OEM shall transmit that reimbursement to the **County** when reimbursement is received from the **Texas** Emergency Management Agency.

STATUS OF EMPLOYEES; LIABILITY

Pursuant to ORS Chapter 190, **State** authorizes **County** to provide resources and enforce the provisions of the EMAC, including but not limited to the liability protections afforded the **State** under Article VI of the EMAC. Each **County** employee made available as a resource under this Agreement hereby is designated as a **State** employee solely for purposes of the EMAC. Such employee shall remain an employee of the **County** for all other purposes, including payment of compensation. **County** shall continue to pay the employee and provide the same benefits as if the employee was working at his or her home station. OEM assumes no responsibility for each **County** employee other than the accomplishment of travel arrangements, the submission of completed travel expense reports through the EMAC reimbursement process, and the transmittal of reimbursement from **Texas** to the **County**. In no event shall OEM be responsible to defend, save harmless or indemnify **County** or the employee for any claim for damages.

Each employee of **County** will report to the designated point of contact as well as check in with the Requesting State EMAC A-Team upon arrival. Each employee of **County** will provide contact information and progress reports on their service throughout the period of deployment.

AMENDMENTS

This Agreement may be amended only by mutual agreement of the parties. Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. Actual deployment information will be added to this agreement as an addendum at the time of deployment. This information will include a not to exceed amount for the actual deployment.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

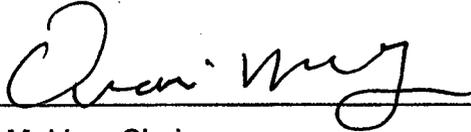
IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year last specified below. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

BY: _____
(Authorized EMAC Contact for Oregon OEM)

Date: _____

APPROVED AS TO FORM:

By _____
Keith Kutler
Assistant Attorney General

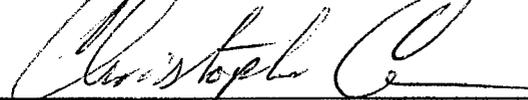
BY:  _____

Diane M. Linn, Chair
Board of County Commissioners
For Multnomah County, Oregon

Date: October 20, 2005

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By  _____
Christopher Crean, Assistant County Attorney

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 10/20/05
DEBORAH L. BOGSTAD, BOARD CLERK



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 10-20-05
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 10/20/05
Agenda Item #: R-6
Est. Start Time: 10:10 AM
Date Submitted: 09/21/05

BUDGET MODIFICATION: LIB - 03

Agenda Title:	Budget Modification LIB-03 Reclassifying One Position in Support Services of Department of Library Services as Determined by the Class/Comp Unit of Central Human Resources
----------------------	--

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

Date Requested:	<u>October 20, 2005</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Library</u>	Division:	<u>Support Services</u>
Contact(s):	<u>Becky Cobb</u>		
Phone:	<u>503-988-5499</u>	Ext.:	<u>85499</u>
		I/O Address:	<u>317/LibAdm</u>
Presenter(s):	<u>Leila Wrathall, Human Resources Manager</u>		

General Information

- 1. What action are you requesting from the Board?**
Request board approval to reclassify one library position.
- 2. Please provide sufficient background information for the Board and the public to understand this issue.**
The following reclassification has been approved by the County Class Comp Office:
1.0 Library Assistant to Program Supervisor in Volunteer Services, Support Services Division.
- 3. Explain the fiscal impact (current year and ongoing).**
Additional costs for this reclassification will be covered with existing resources within the Library Fund for current and future years.
- 4. Explain any legal and/or policy issues involved.**
Local 88 represented employees have a contractual right to appeal and arbitrate the outcome of a reclassification request, which would include Board action to disapprove the request. It is the policy of Multnomah County to make all employment decisions without regard to race, religion, color,

national origin, sex, age marital status, disability, political affiliations, sexual orientation, or any other nonmerit factor.

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

NA

ATTACHMENT A

Budget Modification

If the request is a **Budget Modification**, please answer all of the following in detail:

- What revenue is being changed and why?
There is no revenue change.
- What budgets are increased/decreased?
Support Services-Volunteer Svc. & Title Wave Bookstore expenditure budget increases by \$4,104;
Support Services-Finance Mgmt & Admin. Support expenditure budget decreases by \$4,104.
- What do the changes accomplish?
This budget modification requests board approval to reclassify a vacant 1.0 position from Library Assistant to Program Supervisor. The Program Supervisor classification more accurately reflects the level of duties that this position will perform. The overall expenditure budget for the Library Fund is unchanged.
- Do any personnel actions result from this budget modification? Explain.
A 1.0 position is reclassified from Library Assistant to Program Supervisor.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?
This costs are covered within the Library Fund.
- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?
NA
- If a grant, what period does the grant cover?
NA
- If a grant, when the grant expires, what are funding plans?
NA

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

ATTACHMENT B

BUDGET MODIFICATION: LIB - 03

Required Signatures

**Department/
Agency Director:**



Date: 09/20/05

Molly Raphael

Budget Analyst:



Date: 09/21/05

Julie Neburka

Department HR:



Date: 09/20/05

Leila Wrathall

Countywide HR:



Date: 09/21/05

David Bowers

Budget Modification or Amendment ID: **06-LIB-BM-03**

EXPENDITURES & REVENUES

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Budget/Fiscal Year: 05-06

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	80-30	1510			803510		60000	91,679	94,674	2,995		Permanent
2	80-30	1510			803510		60130	28,026	28,942	916		Salary Related Expense
3	80-30	1510			803510		60140	22,694	22,859	165		Insurance Benefits
4	80-30	1510			803510		60350	1,136	1,162	26		Central Indirect @ 0.65%
5	80-30	1510			803510		60355	594	595	1	4,104	Department indirect @ 0.34%
6									0			
7	80-30	1510			803410		60120	33,781	29,705	(4,076)		Premium
8	80-30	1510			803410		60350	5,450	5,424	(26)		Central Indirect @ 0.65%
9	80-30	1510			803410		60355	2,746	2,745	(1)	(4,104)	Department indirect @ 0.34%
10									0			
11									0			
12									0			
13									0			
14									0			
15									0			
16									0			
17									0			
18									0			
19									0			
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21									0			
22									0			
23									0			
24									0			
25									0			
26									0			
27									0			
28									0			
29									0			
										0	0	Total - Page 1
										0	0	GRAND TOTAL

ANNUALIZED PERSONNEL CHANGE
 Change on a full year basis even though this action affects only a part of the fiscal year (FY).

						ANNUALIZED			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1510	7211	61719	Library Assistant	701197	(1.00)	(41,301)	(12,626)	(11,098)	(65,024)
1510	9361	61719	Program Supervisor	NEW	1.00	45,794	13,999	11,345	71,138
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
TOTAL ANNUALIZED CHANGES					0.00	4,493	1,373	247	6,114

CURRENT YEAR PERSONNEL DOLLAR CHANGE
 Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.

						CURRENT YEAR			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1510	7211	61719	Library Assistant	701197	(1.00)	(27,534)	(8,417)	(10,340)	(46,292)
1510	9361	61719	Program Supervisor	NEW	1.00	30,529	9,333	10,505	50,367
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
TOTAL CURRENT FY CHANGES					0.00	2,995	916	165	4,076



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 10/20/05
Agenda Item #: R-7
Est. Start Time: 10:15 AM
Date Submitted: 09/22/05

BUDGET MODIFICATION: -

Agenda Title: **RESOLUTION Approving the 2005-2007 Labor Agreement between Multnomah County and the Oregon Nurses Association**

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

Date Requested:	<u>October 20, 2005</u>	Time Requested:	<u>15 Minutes</u>
Department:	<u>Department of County Management</u>	Division:	<u>Human Services</u>
Contact(s):	<u>Jim Younger</u>		
Phone:	<u>503-988-5135</u>	Ext.: <u>28504</u>	I/O Address: <u>503/4</u>
	<u>Jim Younger County Representative</u>		
Presenter(s):	<u>Rob Nosse and Judy Schaffer ONA Representatives</u>		

General Information

1. What action are you requesting from the Board?

The Department of County Management recommends approval of a successor labor agreement with Oregon Nurses Association (ONA) covering nurses employed by the County.

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

The successor 2004-2007 Agreement provided for a re-opener of Wages and up to five (5) Articles by each party. Through a series of negotiations, including two (2) mediation sessions, parties agreed on a new 2005-2007 agreement on wages and open issues. The following highlights the major changes to the contract.

Wages and Classifications

- o September 1, 2005: 3.0% Inflation Adjustment to the wage scale.
- o January 1, 2006: Add a 3% step at the top of the pay scale and drop the bottom step for Community Health Nurses, Nurse Practitioners and Physician Assistants.
- o July 1, 2006: Inflation adjustment based on Consumer Price Index for Urban Wage Earners

and Clerical Workers (CPI-W), for second half 2004 to second half 2005, with a minimum increase of 2% and a maximum increase of 4%..

- o January 1, 2007: Add a 3% step at the top of the pay scale and drop the bottom step for Nurse Practitioners and Physician Assistants.
- o Effective July 1, 2005 increase graveyard differential from \$3.50/hour to \$5.00/hour.
- o Effective January 1, 2006 increase on-call in lieu of benefits by 25¢, \$.75/hour to \$1.00/hour.
- o Effective July 1, 2006 increase Corrections Premium by \$.25/hour.

General Language

- o Added new language that allows on-call employees step increases based on 2,088 hours of employment.
- o Clarified sick leave definitions, use and misuse of sick leave, disciplinary procedure for misuse, clarified what is excessive absenteeism and sequencing of leaves.
- o Add Limited Duration Appointment language.

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

ONA wages will be increased by 3% effective September 1, 2005. Departments were instructed to plan for a general wage increase in FY 2006 so there is adequate funding in the budget to cover this wage increase in the current fiscal year.

Due to the provision for a new step at the top of the range for three of the four job classes in this bargaining unit and to other provisions that take effect in FY 2007, costs for the next fiscal year are expected to be somewhat higher than the 2-4% range agreed upon for the inflation adjustment. Departments will have to factor this increased cost into their program offers for FY 2007 and beyond.

The Budget Office expects to bring a budget modification to the Board for the General Fund portion of this agreement after the rest of the unions have settled their contracts for FY 2006.

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:**

David A. Boyer

Date: 09/28/05

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Tamara Graves

Date: 09/29/05

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving the 2005-2007 Labor Agreement Between Multnomah County and the Oregon Nurses Association.

The Multnomah County Board of Commissioners Finds:

- a. The 2004-2007 labor agreement between Multnomah County and the Oregon Nurses Association provided for wage reopener and limited reopener on articles. Representatives of Multnomah County and Oregon Nurses Association completed bargaining for a modified labor agreement effective July 1, 2005 - 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 attached 2005-2007 Labor Agreement between Multnomah County and the Oregon Nurses Association is approved with an effective date of July 1, 2005.

ADOPTED this 20th day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

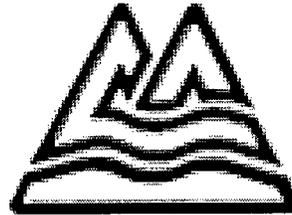
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By *Kathryn A. Short*
Kathryn A. Short, Assistant County Attorney

2005-2007



AGREEMENT

between

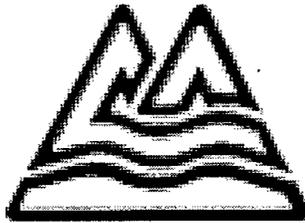
Multnomah County, Oregon

and

Oregon Nurses Association



**2005-2007
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
OREGON NURSES ASSOCIATION**



**LABOR RELATIONS SECTION
501 SE HAWTHORNE BLVD., SUITE 400
PORTLAND, OR 97293-5135
(503) 988-5015
FAX (503) 988-5670**

This document is available in accessible format upon request

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2005-2007

AGREEMENT

Between

MULTNOMAH COUNTY, OREGON

And

OREGON NURSES ASSOCIATION

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and the Oregon Nurses Association, hereinafter referred to as the Association. The purpose of this Agreement is to facilitate the achievement of improved health services by setting forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other conditions of employment, consistent with the County's objective of providing services to the people of Multnomah County that are beneficial to the quality of life in this community. The parties are committed to the process of continuous quality improvement and to jointly providing leadership in implementation of efforts aimed at excellent customer service. However, the parties mutually desire to preserve their respective roles in the collective bargaining process, and will continue to bargain collectively those issues that are normally dealt with in that process.

The parties agree as follows:

ARTICLE 2
RECOGNITION

1
2
3
4 1. Unit Definition. The County recognizes the Association as the sole and
5 exclusive bargaining agent for the purpose of establishing wages, hours, and other
6 conditions of employment. The bargaining unit shall be defined as including all
7 full-time, part-time, and on-call Licensed Community Practical Nurses, Community
8 Health Nurses, Physician Assistants and Nurse Practitioners whose names appear
9 on the payroll of Multnomah County, specifically excluding:

- 10 A. Supervisory employees,
11 B. Managerial employees,
12 C. Employees regularly scheduled to work less than twenty (20) hours per
13 week.

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

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

18 3. On-Call and Temporary Employees.

19 A. Pay upon Entry. An on-call employee shall be credited for past work
20 experience, clinical expertise, or advanced education, and hired at a wage higher
21 than step one (1) in the job classification upon request by the appointing authority
22 with approval of the Department's Human Resources Manager. Successful
23 applicants will at the time of hire be given a copy of the department's policy
24 concerning step placement and a copy of the worksheet used by the hiring manager
25 to determine the applicant's entry step. A copy of the worksheet will be placed in the
26 employee's personnel file.

27 B. Step Increases. On-call employees shall be eligible for a step
28 increase upon completion of 2,088 hours of employment and satisfactory
29 performance evaluation. Step increases shall continue to be granted based on each
30 additional 2,088 hours of satisfactory employment.

31

1 C. Contractual Benefits. On-call and temporary employees shall be
2 entitled to only the following contractual benefits:

3 1. Payment at the minimum of Step 1 for the classification to which
4 the employee is hired,

5 2. Shift differential (Article 15.2), .

6 3. Subject to the limitations of Article 13, section 6, subsection K
7 below, a differential in lieu of benefits in the amount of seventy-five cents (.75¢) per
8 hour (\$1.00 effective January 1, 2006).

9 4. Overtime (Article 15.4), except that on-call nurses who work in
10 excess of eight (8) hours on a shift in a facility for which nurses are under the
11 supervision of corrections nursing shall be paid at the overtime rate of one and one-
12 half the regular straight-time rate for such excess hours, but overtime pay shall not be
13 paid twice to such employee for the same hours; and

14 5. Holiday compensation at one and a half (1 1/2) times the normal
15 hourly wage for the following holidays:

16 New Years Day;

17 4th of July;

18 Thanksgiving; and

19 Christmas Day.

20 6. No discrimination (Article 21.2);

21 7. Corrections Premium (Article 15.15);

22 8. Weekend differential (Article 15.16) applicable only when employees
23 are assigned to one of the correctional facilities;

24 9. Settlement of Disputes (Article 20), strictly limited, however, to
25 enforcement of Article 2., Section 3.A. (1 – 9), of this Agreement.

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

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

- 1 part-time employees over on-call and temporary employees, pursuant to Article
- 2 13.7.B.

ARTICLE 3
MANAGEMENT RIGHTS

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

ARTICLE 4

ASSOCIATION SECURITY AND CHECK OFF

1
2
3
4 1. All employees covered by this Agreement who are Association members on its
5 signing date shall either maintain membership in the Association or at the employee's
6 option pay a "fair share" service fee in lieu of dues. All Registered Nurse employees
7 covered by this Agreement who are not Association members on its signing date and
8 new employees hired after that date shall either become members and maintain
9 membership in the Association or at the employee's option pay a "fair share" service
10 fee in lieu of dues. All Licensed Practical Nurse employees covered by this
11 Agreement shall have thirty (30) days from the date of the signing of this Agreement
12 or date of hire, whichever is later, in which to contribute a "fair share" service fee to
13 the Association.

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

16 A. The Association membership dues of those Association members who
17 individually request such deductions in writing; or

18 B. A monthly "fair share" service fee, in lieu of dues from any employee
19 who is a member of the bargaining unit and who chooses not to become a member of
20 the Association after thirty (30) days from the signing date of this Agreement or after
21 thirty (30) days of having become an employee, whichever is later.

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

23 A. For Registered Nurses an amount as established by the Association,
24 and permitted by law.

25 B. For Licensed Practical Nurses an amount established by the Association,
26 and permitted by law.

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

30 4. The amounts to be deducted shall be certified by the Association to the
31 County, and the aggregate deductions of all employees shall be remitted, together

1 with an itemized statement to the Association by the first day of the succeeding
2 month after such deductions are made.

3 5. The Association expressly agrees that it will safeguard the rights of
4 non-Association employees, based upon bona fide religious tenants or teachings of a
5 church or religious body of which such employee is a member and as to any such
6 employee such sums paid by such employee equivalent to regular Association dues
7 and the "fair share" service fee in lieu of dues, shall be paid to a non-religious charity
8 mutually agreed upon by the employee making such payment and the Association.
9 Payment may be made either through payroll deduction to the Association for
10 distribution to the charity or, the employee may request that such in lieu of dues "fair
11 share" service fee not be deducted and shall make such payment directly to a charity
12 as heretofore stated and shall furnish written proof to the Association and the County,
13 when requested, that this has been done.

14 6. Within thirty (30) days after the execution of this Agreement and semi-annually
15 thereafter for the term of this Agreement, the County shall provide the Association
16 with a master listing of all Bargaining Unit Employees who are subject to the
17 provisions of this Agreement. Such listing shall contain the names of the employees,
18 along with their job classifications, work locations for full-time and part-time
19 employees, home addresses, social security numbers, and dates of employment.
20 Each month subsequent to the establishment of the master list, the County shall
21 forward to the Association the names, job classifications, work locations for full-time
22 and part-time employees, home addresses, dates of employment, and social security
23 numbers of all new employees covered by this Agreement and of all employees who
24 terminated from the bargaining unit during the month. The Association shall advise
25 the Manager of the County's Central Human Resources Division of the address to
26 which the listings are to be sent. Whenever an employee has not joined the
27 Association within thirty days after employment as described in Section 2, Subsection
28 (B) above, the Association shall give written notice to the County's Central Payroll
29 Office and shall deliver a copy to the affected employee. Deduction of the service fee
30 pursuant to Section 2, Subsection (B) above shall be made on the first payday of
31 each month, but no deduction shall be made in the absence of correct notification

1 from the Association as provided under this section. Deduction of Association dues
2 authorized by the employee under Section 2, Subsection (A) above shall be made on
3 the first payday of each month.

4 7. Contract Negotiations

5 A. The Union's Negotiating Team shall consist of not more than ten (10)
6 members, nine (9) of whom may be employees. Six (6) County employees
7 participating in such negotiations will be allowed to do so without loss of pay.

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

12 C. Resource people may be called upon to make statements and answer
13 questions at the negotiating meetings, but will not be permitted to be present after
14 their statement and any questions are concluded. Such attendance for the Union by
15 a bargaining unit employee shall be on the employee's own time unless otherwise
16 mutually agreed.

17 D. Prior to negotiations, representatives of the County's and Union's
18 negotiating teams will jointly establish other necessary general negotiating ground
19 rules.

ARTICLE 5

NO STRIKE AND NO LOCKOUT

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2
3
4 No employee covered by this Agreement shall engage in any work stoppage,
5 slowdown, picketing, or strike at any County facility or place where County functions
6 are performed during the life and duration of this Agreement. If any such work
7 stoppage, slowdown, picketing, or strike shall take place, the Association will
8 immediately notify such employees so engaging in such activities to cease and
9 desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or
10 strike is in violation of this contract. Employees in the bargaining unit, while acting in
11 the course of their employment, shall not refuse to cross any picket line established
12 by any labor organization when called upon to cross such picket line in the line of
13 duty. Any employee engaging in any activity in violation of this Article may be subject
14 to disciplinary action or discharge. In the event that an ONA bargaining unit that does
15 business with Multnomah County goes out on strike, the parties will meet and confer
16 on ways to get County business done without having ONA represented County
17 nurses having to cross the picket line.

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

ARTICLE 6
HOLIDAYS

1
2
3
4 1. Holidays.

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

- 8 • New Year's Day (January 1st)
9 • Dr. Rev. Martin Luther King, Jr.'s Birthday (3rd Monday in January)
10 • Presidents Day (3rd Monday in February)
11 • Memorial Day (last Monday in May)
12 • Independence Day (July 4th)
13 • Labor Day (1st Monday in September)
14 • Veterans' Day (November 11th)
15 • Thanksgiving Day (4th Thursday in November)
16 • Christmas Day (December 25th), or with approval of the supervisor,
17 this day may be traded for any other religious holiday during the
18 fiscal year, provided the employee uses paid leave for, or works
19 on December 25. The provisions governing use of personal
20 holidays in Section 6.B will apply.
21 • Four (4) hours of flexible holiday time to be used between
22 Thanksgiving and New Year's Day, or for any religious holiday
23 during the fiscal year, provided the employee gives two (2) weeks
24 notice and has the consent of his/her supervisor . If the supervisor
25 determines that holiday usage/requested is impractical, the
26 employee will be credited with four (4) hours of personal holiday
27 time, per Section 6 below.

28 Hours of Work Holiday. Employees covered by this Agreement shall be
29 eligible after six (6) months of employment for an Hour of Work Holiday (one (1) day)
30 subject to the same terms and limitations of a personal holiday under Section 6

1 below. It is recognized that this holiday is a partial payment for the movement to the
2 eight (8) hour day by members of this bargaining unit January 1, 1981.

3 B. Part-time employees shall be entitled to leave on observed holidays,
4 provided, however, that the amount of the leave shall not exceed the fraction of a
5 full-time position which is normally worked by the employee, e.g., a half-time
6 employee shall have no more than four (4) hours of holiday leave. If the length of the
7 employee's shift on the observed holiday would exceed the fraction of a shift to which
8 the employee is entitled, and the County operation to which the employee is
9 assigned is closed for business on that date, the difference between the holiday
10 leave granted and the length of the normal shift shall be charged against accrued
11 and available vacation leave or leave without pay at the employee's option.

12 2. Holiday Pay. Full-time employees shall receive one (1) day's pay for each of
13 the holidays listed above on which they perform no work. Part-time employees shall
14 receive such pay only if eligible under Section 1.B. To be eligible for holiday pay,
15 employees must be in pay status both on the day before and on the day after the
16 observed holiday; except that Nurses assigned to school-based health clinics who
17 are on unpaid leaves of absence during clinic closure for the Christmas holiday
18 season, will still receive holiday pay for the Christmas and New Year holidays, and
19 the four-hour holiday on either Christmas Eve or New Year's Eve.

20 3. Holiday Observance.

21 A. Five Day Work Week:

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

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

26 B. Four Day Work Week:

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

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

1 3. If a holiday falls on the employee's first, second or third day off,
2 the employee and immediate supervisor can mutually agree upon the day that will be
3 observed as that employee's holiday. If there is no mutual agreement then Section
4 3.b.1 or 3.b.2 of this Article shall be applicable.

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

8 D. Twenty-four-hour Operations. In twenty-four (24) hour operations, nine
9 (9) specific holiday dates cited in Section 1.A. holidays shall be observed on the
10 dates listed and employees shall be paid for the holiday day for which the majority of
11 hours are worked. If an employee is scheduled off duty on a "specific holiday", she
12 or he shall have the option of either taking the day off with pay or to take the day off
13 without pay and schedule another day off with pay within 90 days following the
14 holiday. Such alternate day off shall be by mutual agreement between the employee
15 and the County.

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

19 5. Holiday Work. If a part-time or full-time employee works on any of the
20 holidays listed above, the employee shall in addition to his or her holiday pay be paid
21 for all hours worked at the rate of time and one-half (1-1/2) his or her regular rate of
22 pay, or may elect, in lieu of holiday pay to receive another day off with pay on a date
23 mutually agreeable between the employer and the employee. Holidays accumulated
24 in this manner must be utilized by June 30 of each year, except Memorial Day
25 Holiday, which can be carried over to the following fiscal year. Those holidays not
26 utilized will be paid to the employee at the employee's base rate.

27 6. Personal Holidays

28 A. Accrual

29 Personal holidays may be accrued in lieu of:

- 30 1. Four hours of flexible holiday time as provided in Section 1.A above;
31 2. The Hours of Work holiday provided in Section 1.A above;

1 3. A holiday which an employee takes as a regular unpaid day off as
2 provided in Section 3.D, "Twenty-four-hour Operations" above;

3 4. A holiday on which an employee works as provided in Section 5,
4 "Holiday Work," above.

5 B. Other Applications

6 The provisions of Section 6.C below on the use of personal holidays will also apply
7 to:

8 1. A religious holiday taken in lieu of Christmas as provided in Section 1.A
9 above;

10 2. Sick leave converted to paid days off as provided in Article 8, Section 7.

11 C. Use of Personal Holidays

12 A personal holiday shall be a day off available at the discretion of the
13 employee with the consent of the employer. Personal Holiday time will be charged in
14 accordance with the uniform time charging provisions of Article 14.6.

15 No compensation shall be paid for personal holidays not taken. All personal
16 holidays must be used by the end of each fiscal year (June 30).

ARTICLE 7
VACATION LEAVE

1
2
3
4 1. Accrual. Each full-time employee is entitled to and shall earn annual vacation
5 leave credit from the first full calendar month of employment. However, employees
6 are not entitled to any leave with pay until they have been employed for a period of
7 six (6) calendar months (1,044 hours). Employees will not accrue vacation leave
8 during a leave of absence without pay. Vacation credits shall be earned in
9 accordance with the following schedule (years and days cited are for general
10 guidance only):

11 A. Less than Five Years - Twelve (12) Days Per Year Less than 10,440
12 straight time hours of continuous service, 0.0462 hours per straight time hour worked,
13 or on paid leave cumulative to two hundred twenty-four (224) hours. After six (6)
14 months of service, an employee shall be entitled to six (6) days (i.e., forty eight (48)
15 hours) vacation.

16 B. Five Years but less than Ten Years - Seventeen (17) Days Per Year
17 10,440 straight time hours, but less than 20,880 straight time hours of continuous
18 service, 0.0654 hours per straight time hour worked, or on paid leave cumulative to
19 two hundred seventy-two (272) hours.

20 C. Ten Years but less than Fifteen Years - Twenty-Two (22) Days Per
21 Year 20,880 straight time hours, but less than 31,320 straight time hours of
22 continuous service, 0.0846 hours per straight time hour worked, or on paid leave
23 cumulative to three hundred fifty-two(352) hours.

24 D. Fifteen Years or More - Twenty-Seven (27) Days Per Year 31,320 or
25 more straight time hours of continuous service, 0.1038 hours per straight time hour
26 worked, or on paid leave cumulative to four hundred thirty-two (432) hours.

27 2. Part-time. Part-time regular employees shall accrue in accordance with the
28 schedule stated in Section 1, provided that seniority for accrual purposes shall be
29 based strictly on straight time hours worked, or on paid leave in County service and
30 not years of service. For example, based on FY 98-99 accrual rates, an employee
31 working twenty (20) hours per week for twenty (20) years would have 20,880 hours of

1 service and thus be eligible to accrue at 0.0846 hours per straight time hour worked,
2 or on paid leave. After six (6) months, vacation credits shall be used in accordance
3 with the uniform time charging provisions of Article 14.

4 3. Vacation Times. Employees shall be permitted to choose either a split or
5 entire vacation. Vacation times shall be scheduled by the County, based primarily on
6 the needs of efficient operations and the availability of vacation relief. Employees
7 shall have the right to determine vacation times, but in any case vacation times shall
8 be selected on the basis of seniority; however, each employee will be permitted to
9 exercise his or her right of seniority only once during the life of this Agreement.

10 Once an employee's vacation request has been granted, it shall not be
11 cancelled except in emergency situations, unless agreed to by the employee and the
12 County. Emergency is defined as an unexpected situation or sudden occurrence of a
13 serious and urgent nature that demands immediate action.

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

ARTICLE 8
SICK LEAVE

I. **Paid Sick Leave**

A. **Definition and Allowable Use**

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

1. **Specified others**

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

2. **Covered health conditions**

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

3. **Parental leave**

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

4. **Occupationally related conditions**

Use of sick leave for occupationally related conditions is limited

1 to the provisions of Article 11, Workers Compensation.

2 B. Accrual

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

6 C. Use of Sick Leave During Leave

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

11
12 II. Use and Misuse of Leave for Sick Leave Purposes

13 A. Counting Against FMLA, OFLA Entitlements

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

18 B. Legitimate Use

19 1. Verification of use

20 a. Pursuant to Multnomah County policy, Management must
21 require the completion of a certification form by the employee's health care provider
22 and any other verifications required for under the provisions of the FMLA, OFLA, or
23 their successors.

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

27 i. the employee has been absent for more than three
28 days; or

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

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

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

3 iv. The particular attendance requirements of the
4 employee's job.

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

7 C. Sequencing of Leaves

8 The use of vacation leave, saved holiday time, compensatory time, and
9 leave without pay is subject to approval by management according to the
10 requirements of Articles 6, 7, 9, and 15, respectively. However, unless otherwise
11 required by law, forms of leave shall be used and exhausted in the following
12 sequences:

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

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

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

- 21 a. Paid leave, excluding compensatory time, until it is
22 exhausted; employees will determine what order paid leave is used;

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

- 24 a. Vacation leave, saved holiday time, or compensatory
25 time, sequenced at the employee's option (to the extent allowed by vacation sign-up
26 provisions) until they are exhausted;
27 b. Leave without pay

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

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

1 1. Continuous leave

2 In the event of a continuous leave of absence without pay in
3 excess of any legal requirement of the FMLA or OFLA, the County may require from
4 the employee's physician, and/or arrange for the employee to see a physician
5 selected by the County to examine the employee and provide a statement of the
6 disability, current condition, and the anticipated length of current absence. If the
7 County requires the employee to see a physician it has selected, it will pay the costs.
8 If deemed necessary by the County, such an examination shall be repeated every
9 thirty days. If management determines that continued leave would not be in the best
10 interest of the County, then any resulting termination would be subject to review
11 under the just cause standard as to the reasonableness of this determination.
12 Following six months of leave without pay, to include time spent on unpaid FMLA
13 and/or OFLA leave, any extension of the leave shall be deemed permissive on the
14 part of the County and if the employee's leave is not extended, and the employee
15 does not return to work, the employee will be deemed to have resigned.

16 2. Intermittent leave

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

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

31 III. Fitness for Duty

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

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

13 V. Conversion of Sick Leave. Based upon accrual as of July 1 each fiscal year,
14 employees shall be allowed to convert sick leave in accordance with the following
15 schedule:

16 A. After one year's service, an employee may convert two (2) days
17 accrued sick leave to two (2) additional personal holidays each fiscal year.

18 B. When an employee has accrued three hundred sixty (360) hours sick
19 leave, he or she may convert three (3) days accrued sick leave to three (3) additional
20 personal holidays each fiscal year.

21 C. When an employee has accrued seven hundred twenty (720) hours sick
22 leave, he or she may convert four (4) days accrued sick leave to four (4) additional
23 personal holidays each fiscal year.

24 D. When an employee has accrued one thousand (1000) hours sick leave,
25 he or she may convert five (5) days accrued sick leave to five (5) additional personal
26 holidays each fiscal year.

27 E. When an employee has accrued one thousand two hundred eighty
28 (1280) hours sick leave, he or she may convert six (6) days accrued sick leave to six
29 (6) additional personal holidays each fiscal year.

30 VI. Other Sick Leave Provisions.

- 1 Sick leave shall be charged in one quarter hour increments in accordance with
- 2 the uniform time charging provisions of Article 14.6.

1 4. Voting Time. Employees shall be granted two (2) hours to vote on any
2 election day if due to shift scheduling they would not be able to vote. Voting time will
3 not be granted in a vote by mail election.

4 5. Parental Leave. Maternity and adoption leave without pay shall be granted at
5 the request of the employee; PROVIDED, that the combination of such unpaid leave
6 and paid parental leave provided under Article 8, section 5 of this Agreement shall
7 not exceed a total of six (6) months leave. Such unpaid leave may be extended or
8 renewed for a period not to exceed six (6) months.

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

11 7. Military Service.

12 A. Any employee who is a member of the National Guard or the Military or
13 Reserve Forces of the United States and who is ordered by the appropriate
14 authorities to attend a prescribed training program or to perform other duties under
15 the supervision of the United States or this state shall, upon request accompanied by
16 a copy of the order, be granted a leave of absence with pay up to fifteen (15)
17 calendar days or eleven (11) work days per calendar year.

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

1 ARTICLE 10
2 HEALTH AND WELFARE

3
4 1. Medical and Dental Insurance
5 Employee Benefits Board

6 By memorandum of agreement dated February 24, 2004, the parties agreed to
7 be covered and governed by the Employee Benefits Board Governance Structure
8 agreement; which is as follows:

9 A. History

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

14 B. Membership

15 Voting Membership of the EBB shall consist of:

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

24 C. Membership Training

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

1 paid release time to attend approved EBB functions/training. Training will be provided
2 to:

3 D. Membership

4 Three Members/fiscal year

5 Local 88, ONA, MCCOA, Deputy Sheriff (MCDSA), Non-represented.

6 Two Members/fiscal year

7 Local 701, Management, Juvenile Custody Workers, IBEW (Local 48), Painters

8 E. Membership Role

9 The role of the membership is to:

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

21 F. EBB Administrator and Benefits Administrator Role

22 The EBB Administrator and Benefits Administrator shall be non-voting members.

23 The role of the EBB Administrator is to:

- 24 • Facilitate the EBB, preside over meetings and propose and implement any
25 changes;
- 26 • Provide a forum and opportunity for training and education of the EBB members;
- 27 • Ensure that the EBB adhere to legal mandates; and
- 28 • Provide data as requested by the EBB

1 The role of the Benefits Administrator is to:

- 2 • Ensure that the County's Health and Welfare Program is aligned with the
- 3 County's mission and values;
- 4 • Serve as the Administrator for the County Health and Welfare Programs;
- 5 • Obtain, coordinate and direct the use of technical consultants and vendors;
- 6 • Ensure that the Health and Welfare Program adhere to legal mandates;
- 7 • Manage the Health Fund;
- 8 • Provide data as requested by the EBB
- 9 • Oversee other benefit programs which promote health and welfare benefits for
- 10 County employees; and
- 11 • Track claims experience by bargaining units.

12 G. Legal Responsibilities

13 The Health Plan is subject to various legal mandates that protect the benefits of plan
14 members. These legal mandates create a set of standards that apply to public
15 entities concerning plan administration, management, or plan design and, in
16 particular, communication of the benefit plans contents or changes. Only the Human
17 Resources Division, Benefits Unit, will have actual legal authority to convey plan
18 documents and benefits to plan members. Other information issued by EBB shall be
19 for information purposes only and not binding upon the plan. Changes mandated by
20 law shall be carried out by the EBB Administrator and Benefit Administrator and
21 discussed with the EBB no later than the next scheduled EBB meeting.

22 H. Meeting Process

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

- 26 1) Members present,
- 27 2) Motions, proposals and their dispositions,
- 28 3) Results of all votes and the vote of each member by name and the
- 29 organization that they are representing;

- 1 4) The substance of any discussion on any matter; and
- 2 5) A reference to any document discussed at the meeting.

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

5 I. Voting

6 A formal vote is required for plan changes and administration of the Employee Health
7 and Benefit Programs. A formal vote is defined as a public vote where each vote
8 must identify the member voting, and the vote must be announced. A formal vote to
9 change or amend plans must consist of a positive vote from a majority of no less than
10 80% (9 of 11 or 8 of 10) of the voting membership. If a member cannot attend an
11 alternate may cast a vote on their behalf or a proxy may be submitted prior to the
12 meeting so that the EBB Administrator may read the vote at the meeting. In the
13 alternative, if insufficient votes are cast due to the absences of voting members,
14 missing votes may be recorded at the next meeting.

15 J. Proposals

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

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

29 K. Meetings per Calendar Year

1 The EBB shall meet at least quarterly (4 times per year). All meetings are scheduled
2 and notified by the EBB Administrator. When a vote is on the meeting agenda,
3 voting members shall be notified 2 weeks in advance of the meeting date, time and
4 place. The employees who participate shall be given paid release time to attend the
5 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
10 below, as applied to an initial composite rate of \$663.68 per eligible full time
11 employee effective 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
14 per eligible part-time employee effective July 1, 2004. Then in subsequent
15 years the cost-sharing formula set forth below shall be applied.

16 (3) Cost savings realized from good experience and plan design changes shall
17 remain in the Health Fund, and

18 (4) Refunds from vendors for performance guarantees or premium overpayments,
19 etc., shall remain in the Health Fund, and

20 (5) Interest on the Health Fund shall remain in the Health Fund including IBNR set
21 aside.

22 (6) The health fund balance as of July 1, 2004, shall be equal to the ending
23 balance reported in the EBB Financial Operations Report for Year Ending
24 June 30, 2004. EBB Financial Operations reports for years ending June 30,
25 2004, June 30, 2005, and June 30, 2006, shall be considered accepted by the
26 EBB membership and the County unless a dispute is raised within 120 days of
27 distribution. If contributions by the Departments and those of the EBB are less
28 than the plan expenses for any benefit year, that shortfall will be restored to
29 the Health Fund in a subsequent plan year and subject to the cost sharing

1 agreement. If contributions in any plan year are more than the costs and
2 expenses, then those contributions will remain in the Health Fund and will be
3 used to offset future costs.

4 (7) Distributions from the Health Fund shall be set to encompass all of the items
5 referenced below. Any additional items are subject to approval by EBB. All of
6 these costs shall be included in the Departments composite rate. The Health
7 Fund expenses shall consist of the following cost items necessary to
8 administer the Medical and Dental Health Insurance Plans: premiums, claims,
9 Incurred But Not Reported claims (IBNR expenses shall be calculated
10 annually according to generally accepted accounting standards), claim margin,
11 stop-loss fees, Oregon Medical Insurance Pool fees, fees for services such as
12 managed care providers for pharmaceuticals, health provider contracts,
13 flexible spending account administrator fees, case management fees; third
14 party administrators; professional services associated with benefits consulting,
15 EBB expenses, Opt Out Reimbursements as specified in an EBB
16 Memorandum of Understanding adopted December 19, 2002, and other
17 miscellaneous costs such as printing and postage for communications to
18 employees concerning County Health and Welfare Plans.

19 M. Eligible Employees

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

23 Full-time Employees: Employees who are regularly scheduled to work at least
24 32 hours per week or if scheduled to work at least 30 hours on a 10 hour per
25 day schedule. The Major Medical Option will reimburse participants at \$50 per
26 month for the first year of the plan and then the reimbursement will be subject
27 to a reduction based upon cost sharing in subsequent years. The Dental Plans
28 will offer the same benefits as offered in plan year 2003, Kaiser and ODS, until
29 the EBB changes them. There will be no waiting period for either dental plan
30 option.

1 Part-time Employees: Employees who are regularly scheduled to work 20 to
2 31 hours per week, will be offered Major Medical Coverage free of charge for
3 them and their eligible family members. The employee may elect to purchase
4 a different County provided medical plan option by paying the difference in
5 cost from the Major Medical Plan to their selected plan based upon the
6 coverage level. Part-time employees are not eligible for the \$50
7 reimbursement for the Major Medical Plan. The Dental Plans will offer the
8 same benefits as plan year 2003, Kaiser and ODS, until the EBB changes
9 them. There will be no waiting period for either dental plan option. Part-time
10 employees will pay one-half of the dental premiums.

11 N. Opt-out Reimbursement

12 Full-time and part-time employees may elect to opt-out of medical coverage upon
13 proof of other coverage. Medical opt-out reimbursement for full-time employees is
14 \$150 per month and \$75 per month for part-time employees. Opt-out
15 reimbursements may be changed by the Employees' Benefits Board. There is no
16 refund currently associated with dental opt-out.

17 O. Plan Document

18 The Plan Document shall set forth the dates, times, eligibility, default enrollment and
19 administration of benefit coverage for the medical and dental plans. Other items that
20 will be included are coverage dates for FMLA, leave of absences, COBRA, flexible
21 spending accounts, and reinstatement provisions.

22 P. Retirees Health Fund/Benefits

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

25 Q. Cost Sharing for Medical/Vision and Dental Plans

26 The cost of health insurance is driven by many external factors outside of the control
27 of the County and the EBB. It is the mutual interest of both parties to ensure that
28 health care costs are reasonable and somewhat predictable. Sharing costs and
29 building financial safeguards that protect both the employees and the County from

1 open-ended risk is the objective of the cost sharing agreement. The County and EBB
2 members agree to the following:

3

4 July 1, 2004 – Full-time Employees

- 5 • The County pays the July 1, 2003 plan year's County departmental
- 6 contribution rate (prior to the buy-down), plus
- 7 • CPI-W* of the July 1, 2003 County departmental contribution rate, plus
- 8 • 5% of the monthly Kaiser medical premium in February of 2004, plus
- 9 • 50% of any remaining increase.

10 July 1, 2004 – Part-time employees

- 11 • The County pays \$350.00.

12 July 1, 2005 – All employees

- 13 • The County pays the July 1, 2004 plan year's County departmental
- 14 contribution rate (prior to any buy-down), plus
- 15 • CPI-W* of the July 1, 2004 County departmental contribution rate, plus
- 16 • 5% of the monthly Kaiser medical premium in February of 2005, plus
- 17 • 50% of any remaining increase.

18 July 1, 2006 – All employees

- 19 • The County pays the July 1, 2005 plan year's County departmental
- 20 contribution rate (prior to any buy-down), plus
- 21 • CPI-W* of the July 1, 2005 County departmental contribution rate, plus
- 22 • 5% of the monthly Kaiser medical premium in February of 2006, plus
- 23 • 50% of any remaining increase.

24 If in any plan year the self-funded plan premium equivalents and Kaiser dental
25 plan increases are less than CPI-W, and/or the Kaiser medical premium increase is

1 less than CPI-W plus 5%, that portion of the County contribution will go toward
2 building the Health Fund.

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

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

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

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

20 R. LTD/STD

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

23 S. Summary of Governance and Long Term Resolutions

24 With this agreement, it is the intent of the parties to continue developing a
25 cooperative labor-management forum for managing Multnomah County employees'
26 health and welfare benefits. This forum will allow the EBB to effectively address the
27 impact of technology, the escalation of costs, legal mandates, and the need for
28 quality health care. If at such time in the future, the EBB is unable to meet its goals
29 and objectives, thus not meeting the interests of the County or participating unions,

1 the EBB may be dissolved by resolution or by withdrawal of members. It is the intent
2 of the EBB to incorporate this agreement into each collective bargaining agreement
3 of participating bargaining units, subject to the ratification of this agreement by each
4 bargaining unit. Nothing in this Governance Agreement is intended to: waive or
5 modify the rights of participating labor organizations to bargain collectively over
6 health and welfare benefits for their members, at the expiration of this agreement, or
7 prevent withdrawal from this governance agreement, at the expiration of this
8 agreement. Any labor organization that withdraws from this Governance Agreement,
9 at the expiration of this agreement, shall lose its rights to participate in, or vote on,
10 matters governed by the EBB.

11 2. When Benefits Coverage Begins and Ends

12 A. Coverage for new employees – Medical and Dental Benefits

13 The employee and eligible dependents will be covered by medical and dental
14 benefits the first day of the month following hire, provided the employee has
15 submitted an enrollment form prior to the Employee Benefits Office prior to that date.
16 Employees who submit a form after the first day of the month following hire, but
17 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
19 31 days of hire will be covered the first day of the month following default enrollment.

20 B. Benefit Coverage for Terminating Employees.

21 a. Retirees. County-subsidized retiree insurance benefits are
22 addressed in section 4 below. Retirees may continue to participate in County
23 medical and dental plans on an unsubsidized self-pay basis as mandated by
24 law.

25 b. Other Terminating employees

26 1) County-subsidized coverage at Termination. If the
27 employee's last regularly scheduled work day in pay status falls on or before
28 the fifteenth (15th) day of the calendar month in which the employee's County
29 employment terminates, medical/vision and dental benefits toward which the
30 County has contributed will lapse at the end of that calendar month. If such
31 work day in pay status falls after the fifteenth (15th) of the calendar month in

1 which the employee's County employment has terminated, coverage toward
2 which the County has contributed will lapse at the end of the following
3 calendar month. (Example: Employee A's last day is July 15. Employee A's
4 coverage toward which the County has contributed will lapse July 31.
5 Employee B's last day is July 16. Employee B's coverage toward which the
6 County has contributed will lapse August 31.)

7 2) Unsubsidized Coverage. Terminating employees may
8 continue to participate in County medical and dental benefits plans on a self-
9 pay basis as mandated by law.

10 c. Employees on Unpaid Leaves of Absence

11 1) Leaves of less than 30 days. Employees' benefits
12 coverage will not be affected by unpaid leaves of absence of less than 30
13 days' duration.

14 2) Coverage during FMLA Leaves. The County will
15 contribute toward medical/vision insurance coverage during unpaid Family
16 Medical Leave Act leave as required by law. In addition, the County will
17 continue any monthly contributions toward dental insurance coverage as long
18 as legally required contributions toward medical/vision coverage continue. If
19 the employee remains on unpaid leave for more than 30 days after FMLA
20 leave is exhausted, the leave will be treated as an unpaid leave of absence
21 per "Paragraph C" below, except that the last day of FMLA leave will be
22 deemed the employee's last day in pay status.

23 3) Non-FMLA Leaves

24 i. Lapsing of County-subsidized coverage. If the
25 employee's last regularly scheduled work day in pay status falls on or before
26 the fifteenth (15th) day of the calendar month coverage toward which the
27 County has contributed will lapse at the end of that calendar month. If such
28 work day in pay status falls after the fifteenth (15th) of the month, coverage
29 lapses at the end of the following calendar month. (Example: Employee A
30 goes on non-FMLA unpaid leave effective July 15. Employee A's coverage
31 toward which the County has contributed will lapse July 31. Employee B goes

1 on non-FMLA unpaid leave July 16. Employee B's coverage toward which the
2 County has contributed will lapse August 31.)

3 ii. Self-Paid Benefits. During an unpaid non-FMLA
4 leave employees may continue to participate in County medical and dental
5 benefits plans on a self-pay basis as mandated by law.

6 iii. Coverage Upon Return from Unpaid Leave. If the
7 employee is scheduled to and returns from an authorized unpaid leave of
8 absence on or before the fifteenth (15th) day of the calendar month the
9 employee's coverage toward which the County shall make its normal
10 contribution shall be effective on the first day of that calendar month, subject to
11 the limitations of Section 125 of the U.S. Internal Revenue Code. If the
12 employee is scheduled to and returns from such leave without pay after the
13 fifteenth (15th) day of the calendar month, the employee's coverage toward
14 which the County has contributed will be effective on the first day of the
15 immediately succeeding calendar month. (Example: Employee A's unpaid
16 leave commences July 1 and ends July 15. Employee A's coverage toward
17 which the County contributes does not lapse. Employee B's unpaid leave
18 commences July 1 and ends August 7. Owing to the combination of
19 paragraphs ii and iii of this subsection, Employee B's coverage will not lapse.
20 Employee C's unpaid leave commences July 1 and terminates August 16.
21 Employee C's coverage toward which the County contributes lapse July 31
22 and resumes September 1.)

23 iv. Continuation of benefits upon return from a leave of
24 absence without pay

25 1. Employees returning from unpaid non-FMLA leave will
26 be reinstated to the same medical and dental plans (or successor plans) they
27 had when they left. If they return from leave the first day of the month,
28 coverage will be in effect upon their return from leave; otherwise, coverage will
29 be in effect the first day of the month following their return from leave.

30 2. Employees returning from an authorized non-FMLA
31 unpaid leave in the following July to June plan year may enroll in different

1 plans within 31 days of their return. If enrollment forms are received on the
2 first day of the month, the changes will be effective that day; otherwise,
3 changes will be in effect the first day of the month following receipt of the
4 forms.

5 C. Coverage of Spouses and Domestic Partners. A covered employee
6 may enroll his or her spouse or domestic partner, and the partner's eligible
7 dependents for coverage under sections 1 and 2 of this article. A "spouse" is a
8 person to whom the employee is married under Oregon Law. A "domestic partner" is
9 a person with whom the employee has a close personal relationship and jointly
10 shares the same residence for at least six (6) months. Employees may enroll
11 spouses, domestic partners and eligible dependents in County medical and dental
12 plans upon completion of the County's Affidavit of Marriage or Domestic Partnership
13 and applicable enrollment forms. If a domestic partner is registered with the
14 Multnomah County partnership registry, the six month waiting period is waived. In
15 addition, the employee and the domestic partner must share the following
16 characteristics:

- 17 1. they are not legally married to anyone;
- 18 2. each is at least eighteen years of age;
- 19 3. they are not related to each other by blood in a degree of kinship closer
20 than would bar marriage in the State of Oregon;
- 21 4. they were mentally competent to contract when the domestic
22 partnership began;
- 23 5. they are each other's sole domestic partner;
- 24 6. they are jointly responsible for each other's common welfare including
25 basic living expenses as defined in the Affidavit of Marriage or Domestic Partnership.

26 D. Uniform Administration. As a further precondition of coverage, all
27 employees enrolling for new or changed coverage whether married or with a
28 domestic partner, shall be notified, in writing, that they are required to complete ,
29 sign, and submit to the Employee Services Division a copy of the County Affidavit of
30 Marriage or Domestic Partnership. Enrollment times and other procedures for

1 administration of medical and dental insurance plans shall be applied to employees
2 with domestic partners in the same manner as to married employees.

3 E. Coverage of Children. Eligible children of the employee or the
4 employee's spouse or domestic partner may be enrolled in the medical and dental
5 insurance plans described in Sections 1 and 2 above. Eligible children includes any
6 biological or adoptive child under the age of 23 who is a dependent under the federal
7 tax code, a court appointed ward; or anyone under the age of 23 for whom the
8 employee is required by court order to provide coverage. Eligible children may also
9 include dependent children over the age of 23 who are permanently disabled, and
10 the children of eligible children. In addition, an employee may enroll a new-born
11 baby or adopted child in the employee's plan, and the enrollment will be within ninety
12 (90) days after the birth or placement for adoption. If such election is timely made,
13 enrollment shall be effective retroactive to the date of the new born baby's birth or the
14 adoptee's placement for adoption with the employee.

15 F. Notice Required of Employee upon Termination of Marriage or
16 Domestic Partnership of Other Change In Dependent Eligibility. Employees whose
17 marriage or domestic partnership terminates must complete, sign, and file with the
18 Employee Services Division a copy of the statement of Termination of
19 Marriage/Domestic Partnership within ninety (90) days of death, divorce, or
20 dissolution of domestic partnership. In addition, employees must remove from
21 coverage a child who has become ineligible because he or she is 23 years old, or for
22 any other reason within 90 days of disqualification. Pursuant to federal HIPAA
23 regulations in effect at the signing of this agreement, employees who fail to remove
24 an ineligible spouse domestic partner, or child within ninety (90) days will be required
25 to reimburse the County for premiums paid for the time the spouse, partner, or child
26 was no longer eligible for coverage.

27 G. Default Enrollment

28 1. New full-time employees or employees changing from part-time
29 to full-time status who fail to submit timely application for "opt-out" or for enrollment
30 into the medical-dental benefit plans described in sections 1 and 2 above will be
31 enrolled in the County's major medical plan and ODS dental plan by default. Eligible

1 dependents of such employees may be enrolled in the same plans if the employee
2 submits application within 15 days of receiving notice of his or her default enrolment.

3 2. New part-time employees and employees changing from full-time
4 to part-time status who fail to submit a timely application for "opt-out" or for
5 enrollment into the medical and dental benefits described in section 1 and 2 above
6 will be mandatorily enrolled in the County's major medical plan and ODS dental plan
7 by default. Such employees may, if allowed by IRS regulations, "opt out" under the
8 provisions of section 6 below, or they may choose to participate in the County's major
9 medical plan and ODS dental plans by application within 15 days of receiving notice
10 of his or her default enrollment.

11 H. Part-time employees. Part-time employees who work a minimum of 128
12 hours during a thirty (30) continuous day period will be reimbursed for the difference
13 between the part-time employee cost share and the full time employee cost share, as
14 if they were entitled to full time benefits during that period for their elected medical
15 and/or dental plans (applicable to the Plus, Preferred, Kaiser, ODS dental, and/or
16 Kaiser dental plans). Subject to EBB authorization, employees who have elected the
17 Kaiser Maintenance plan will be reimbursed for the amount of their part-time
18 employee cost share (because this plan does not have a full time equivalent plan).
19 There is no reimbursement available to employees who have elected the Major
20 Medical plan. Any such refunds made to the employee will be adjusted for
21 appropriate taxes.

22 3. Waiver of Health and Welfare Benefits. Employees may elect to waive
23 participation (coverage) in the County's Health and Welfare Benefits Plan by
24 submitting such request for waiver in writing on the appropriate County waiver form.
25 Employees making such waiver will not be eligible to re-enroll until the County's
26 official open enrollment period. The County shall reimburse employee(s) for waiver
27 of benefit coverage an amount of money equal to the amount specified in Section
28 1.(N.) of this article.

29 The employee electing waiver after the signing date of this agreement must
30 establish he or she has other medical coverage. If he or she does and subsequently

1 loses that coverage he or she may re-enroll without waiting for Open Enrollment, and
2 an employee can elect to waive only medical and continued dental coverage.

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

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

10 B. Except as otherwise provided in this section, retirees may continue to
11 participate in the County medical and dental plans available to members, but not in
12 other County plans not available to members. Coverage of eligible dependents
13 uniformly terminates when coverage of the retiree terminates, except as otherwise
14 required by applicable state or federal law.

15 C. To the extent members are permitted to choose among two (2) or more
16 medical insurance plans, retirees shall be entitled to choose between the same plans
17 under the same conditions and at the same times as apply to members. Retired
18 employees participating in the members' medical insurance plan shall be subject to
19 the application of any change or elimination of benefits, carrier, administrator or
20 administrative procedure to the same extent and at the same time as are members.

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

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

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

- 1 a. five (5) years of continuous County service immediately
- 2 preceding retirement at or after age fifty-eight (58) years, or
- 3 b. ten (10) years of continuous County service immediately
- 4 preceding retirement prior to age fifty-eight (58) years, or
- 5 c. ten (10) years of continuous County service immediately
- 6 preceding disability retirement regardless of age.

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

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

20 G. Part-time service in a regular budgeted position shall be prorated for
21 purposes of the service requirements set forth in subsection e of this section. (For
22 example, twenty (20) hours per week for two (2) months would equal one (1) month
23 toward the applicable service requirement.)

24 H. In addition to the other requirements of this section, continued medical
25 plan participation or benefit of County contributions is conditioned on the retiree's
26 continuous participation in the member's medical insurance plan from the time of
27 retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e.
28 50% or 100%, as applicable) of the monthly premium. Failure to continuously
29 participate or make timely and sufficient payment of the applicable retiree portion of
30 the monthly premium shall terminate the retiree's rights under this section. Payments
31 by retirees of their portion of the monthly premiums under this section shall be timely

1 if the retiree has authorized and instructed P.E.R.S. to regularly deduct his or her
2 portion of the premium from his or her pension check and remit that amount to the
3 County's collection agent, or if it is received by the County's designated collection
4 agent at least thirty (30) days prior to the month for which the resulting coverage will
5 apply. The County shall inform the retiree of the identity and mailing address of the
6 collection agent at the time the retiree signs up for continued post-employment
7 medical insurance coverage, and shall inform the retiree of changes of collection
8 agent not less than forty-five (45) days in advance of the effective date of the change.

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

16 J. In lieu of the benefits provided under the preceding subsections of this
17 section, employees hired prior to the signing date of this 1994-98 agreement who
18 retire from Multnomah County employment at age sixty (60) or after, but before they
19 are eligible for Medicare, and who have at least five (5) years of County service, may
20 elect to have the County pay 100% of the premium for the group medical health plan
21 until such time as the person is eligible for Medicare subject to the limitations of
22 section 2 above.

23 K. The County shall continue to make available to retirees group medical
24 health plan benefits that are made available to active employees.

25 L. Effective July 1, 1999 and Except as otherwise provided in this Article, if
26 individual employees are required by this agreement to make premium contributions
27 by payroll deduction pursuant to section 1(Q) of this article, the employer contribution
28 toward eligible retirees' insurance under this article shall be 50% of the employer
29 contribution it makes for an active employee on the same plan and participation level
30 rather than 50% of premium; PROVIDED, that the amount shall be 100% of the
31 employer contribution made on behalf of an active employee on the same plan and

1 participation level rather than 100% of premium for employees hired before
2 December 7, 1994 who opt for the retiree insurance program provided under
3 subsection j of this section.

4 5. Flexible Spending Accounts – Medial Expenses

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

10 6. Dependent care expenses

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

15 7. Life Insurance

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

21 Upon retirement after at least five (5) years of County service, retirees of
22 Multnomah County will be provided with two thousand dollars (\$2,000) term life
23 insurance coverage.

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

28 9. Long Term Disability Insurance. The County will provide long term disability
29 insurance to all members of the bargaining unit who are regularly scheduled to work
30 at least half time. The insurance is provided by contract with UNUM Life Insurance of
31 America. There will be a ninety (90) day elimination period.

1 10. Drug and Alcohol Policy and Procedure.

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

9 A. Employees may be subjected to random, or periodic unscheduled,
10 testing only as a term of a "last chance" agreement (form set forth in Addendum C).

11 B. The Drug and Alcohol Program shall not be implemented in a
12 Department of the County until the County has provided a supervisory training
13 program. The County will certify in writing to the Union a list of supervisors who have
14 been trained in each Department. A supervisor who has not been so certified may
15 not make the determination of "reasonable suspicion," and in such instances where
16 an untrained supervisor has occasion to make such a determination, another certified
17 supervisor will be required to apply the provisions of Section 15 C. below.

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

20 1. The supervisor shall articulate orally a summary of the specific
21 facts which form the basis for believing that the employee is under the influence of
22 drugs or alcohol; and

23 2. The supervisor shall provide upon request within forty eight (48)
24 hours of the oral determination of "reasonable suspicion" a written specification of the
25 grounds for reasonable suspicion; and

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

ARTICLE 11
WORKERS' COMPENSATION AND
SUPPLEMENTAL BENEFITS

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5 1. All members of the bargaining unit will be provided full coverage as required
6 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
10 seniority unless the employee's doctor, the State Workers' 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 she
14 last occupied. In such event, the employee's status shall be governed exclusively by
15 applicable state statutes related to re-employment and non-discrimination. If injured
16 during probation, the probationary period may be extended by written agreement of
17 the Association, employee and County.

18 3. The County shall supplement the amount of Workers' Compensation benefits
19 received by the employee for temporary disability due to occupational injury, illness
20 or disease by an amount which, coupled with Workers' Compensation payments, will
21 insure the disabled employee the equivalent of one hundred percent (100%) of his or
22 her semi-monthly net take-home pay subject to the following 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 For employees with approved claims, supplemental benefits shall be paid for no more
26 than three hundred and twenty (320) hours of the employee's regular working hours
27 or for a period equal to the amount of accrued sick leave hours at the time of injury,
28 whichever is greater. Such payments shall not be chargeable to accrued sick leave.

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

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

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

8 5. If a Workers' Compensation claim which has been denied is later held
9 compensable upon appeal, any time loss benefits shall be reimbursed by the
10 employee to the County and the employee's sick leave account credited with an
11 equivalent 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 employee
15 and dependent(s) from the first day of occupational disability throughout the period
16 the employee receives supplemental benefits, subject to the limitations of the Health
17 and Welfare Article, if any.

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

ARTICLE 12

DEFENSE AND INDEMNIFICATION

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

ARTICLE 13

SENIORITY, LAYOFF AND FILLING OF VACANCIES

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4 1. Definitions: For purposes of this article, the following definitions shall apply:

5 A. Affected FTE status: Full-time or part-time positions, whichever is
6 affected by a reduction in or reorganization of the work force.

7 B. Affected department: A County department in which a reduction in the
8 number of budgeted bargaining unit positions is directed by the County pursuant to a
9 reduction in or reorganization of the work force.

10 C. Affected work unit: A County work unit in which a reduction in the
11 number of budgeted bargaining unit positions is directed by the County pursuant to a
12 reduction in or reorganization of the workforce.

13 D. Available vacancy: A vacancy in a budgeted position that management
14 intends to fill.

15 E. Bump: Displacement of an employee by a more senior employee or the
16 demotion of an employee as provided in this article, in either case as a result of a
17 reduction in the number of budgeted positions in a particular job classification in one
18 or more work units.

19 F. Classification previously held: A lateral, lower, or equivalent classification
20 in which the employee passed probation and continues to possess the required
21 qualifications.

22 G. Equivalent Classifications: Matching by the Central Human Resources
23 Manager or his or her designee of an abolished classification with a current
24 classification that has substantially the same duties, authority and responsibility.

25 H. FTE status: The full time or part-time status of employees as defined by
26 Addendum B of this agreement.

27 I. Higher classification: A classification for which the applicable pay range
28 has a higher top step.

29 J. Inactive layoff status: The status of an employee on a recall list after
30 termination due to layoff but before recall to a bargaining unit position or expiration of
31 eligibility for placement on a recall list, whichever first occurs.

1 K. Lateral classification: A classification for which the applicable pay range
2 has the same top step.

3 L. Layoff: Transfer, demotion, or termination due to bumping or
4 termination of a bargaining unit member due to a reduction or reorganization of the
5 work force.

6 M. Limited duration layoff: A layoff which management specifies at the
7 time of layoff is of a limited duration.

8 N. Lower classification: A classification for which the applicable pay range
9 has a lower top step.

10 O. Promotional Line: A series of classifications in the same occupational
11 field in which service in the lower classification qualifies the employee for the higher
12 classification. Subject to any limitations imposed by state law, the following
13 classifications (or future equivalents) shall be deemed a promotional line:

- 14 1. Licensed Community Practical Nurse.
- 15 2. Community Health Nurse
- 16 3. Nurse Practitioner.
- 17 4. Nursing Services Supervisor or successor equivalent classification(s)
18 including but not limited to Health Services Administrator.

19 P. Regular Status. The status a classified employee acquires upon
20 successful completion of the probationary period for the classification to which the
21 employee was appointed.

22 Q. Seniority: The period of an employee's continuous service with
23 Multnomah County, as calculated in accordance with this article.

24 R. Transfer: Movement from permanent employment in a classification to
25 permanent employment in a different classification with a wage range with the same
26 top step.

27 S. Work Unit: An organizational unit designated as a work unit by the
28 County pursuant to section 3.B below for purposes of administering this article.

29 2. Rules Governing Determination of Seniority:

30 A. General Calculation Rule. Subject to subsections B through D of this
31 section, the relative seniority of regular employees will be determined as follows:

1 1. Total length of continuous service within the affected job
2 classification, equivalent classifications, and within higher classifications within a
3 promotional line within the County. If a tie occurs then:

4 2. Total length of continuous service within the County. If a tie
5 occurs then:

6 3. Score on the civil service examination at entry into the
7 classification. If the score is not available or if a tie occurs then:

8 4. The tie shall be broken by lot in a manner to be determined by
9 the Department's Human Resources Manager.

10 B. Special Circumstances. For purposes of determining the amount of an
11 employee's continuous service under subsection A of this section, the following rules
12 shall govern the particular circumstance they address:

13 1. Part-time work will count on a half-time basis.

14 2. Time spent in the predecessor of an equivalent classification
15 shall count toward seniority in the equivalent classification.

16 3. Time spent on authorized leave with pay will count.

17 4. All time spent on an unpaid leave that exceeds thirty (30) days,
18 other than unpaid military leave, shall not count.

19 5. Time on unpaid military leave shall count.

20 6. Time spent in unclassified appointment status will not count.

21 7. Time served as a temporary employee that is continuous and
22 contiguous to initial appointment as a permanent employee shall count when the
23 employee acquires regular status pursuant to that appointment. However, this will
24 apply only if the temporary work was in a position with substantially the same duties
25 or that was classified or formally labeled the same as the classification in which the
26 employee acquired regular status. The County will determine whether the duties
27 were "substantially the same." Such determination shall be reasonable.

28 8. If the employee has regular status at the time of temporary
29 appointment to a higher classification, time served on such appointment shall count
30 toward seniority in the employee's immediately preceding classification, except in
31 cases in which the promotion becomes permanent immediately following the period

1 of temporary appointment. In such case, the time will count toward seniority in the
2 promotional classification.

3 9. Time spent in on-call status will not count

4 10. Time spent on inactive layoff will not count.

5 11. Time spent in a state or federal trainee program such as PEP,
6 WIN, or CETA will not count..

7 12. Time spent in previous government service will count if the
8 employee transferred in accordance with ORS 236.610 through 236.650 (Transfer of
9 Public Employees).

10 13. Time spent on a promotional probationary period that is not
11 completed will count toward seniority in the class from which the employee was
12 promoted if the employee acquired regular status in that classification before
13 promotion.

14 14. Time spent in all higher classifications within a promotional line
15 shall be combined with time spent in the present classification.

16 15. For purposes of determining length of service within a
17 department, time spent in any organizational unit that became a part of the
18 department through reorganization shall be included.

19 16. Time spent on inactive layoff status won't count, but time
20 immediately before and following recall from a recall list will be combined to
21 determine continuous service.

22 C. When Seniority Is Forfeited. Seniority shall be forfeited by discharge for
23 cause, voluntary termination, or expiration of the employee's eligibility for recall while
24 on inactive layoff status.

25 D. Seniority of Exempt Employees: An employee occupying a position
26 outside the bargaining unit who is eligible for reassignment or to bump into a
27 bargaining unit position may only exercise seniority accrued as a member of the
28 bargaining unit.

29 E. Effect of Seniority Determinations On Retirement. Seniority
30 determinations under this agreement have no application to retirement matters,
31 except those relating to eligibility for retiree health insurance.

1 F. Seniority List

2 1. Lists showing seniority within the County and seniority within
3 classification, as provided for in Article 13, Section 2, and within specialty practice
4 areas shall be provided to the Association and posted on all Association bulletin
5 boards on or about March 1 and October 1 of each year.

6 2. Employees who have concerns about the calculation of their
7 seniority on any new list may consult with the Department's Human Resources
8 Manager within thirty (30) days of the date the list was posted. If an employee's
9 concerns remain unresolved, the Association may file a formal written grievance at
10 Step 2 of the grievance procedure within thirty (30) days of his or her initial
11 consultation with the appropriate Human Resources Unit. If no grievance is filed
12 within that time, the seniority calculation is deemed correct. A grievance may be filed
13 only with respect to seniority accrued since the prior list.

14 3. Reassignment, Bumping, and Layoff Procedures During A Reduction or
15 Reorganization of The Work Force.

16 A. Scope of Reduction or Reorganization of Work Force. The County shall
17 determine the FTE status, classifications, work units, and departments that are
18 included in a reduction or reorganization of the work force.

19 B. Designation of Work Units. The County may re-designate the
20 organizational boundaries of existing work units by written notice to the Association
21 between March 1 and April 1 each year. In addition, the County may designate
22 additional work units at any time as new operations are added. Prior to such
23 changes being made the parties will meet and confer for the purpose of hearing why
24 the change is needed and for providing ONA representatives an opportunity to give
25 feedback.

26 C. Reduction of Employee Without Regular Status. Within the affected
27 classification and department, temporary, probationary and other employees who do
28 not have regular status will be terminated before employees with regular status are
29 subject to layoff.

30 D. Order of Removal From a Work Unit. If a reduction or reorganization of
31 the work force reduces the number of positions in a work unit within the affected FTE

1 status, classification, and work unit below the number of employees in that FTE
2 status, classification and work unit, employees in that status, classification and work
3 unit shall be removed from the affected work unit to restore the balance between
4 available budgeted positions and employees. Removal shall be in the inverse order
5 of seniority (i.e. least senior first) unless this would leave the work unit without
6 qualified employees to perform the duties of a position in which special skills, defined
7 in the manner set forth below, are required.

8 E. Reassignment, Bumping and Layoff of Employees Removed From
9 Work Units. An employee who is removed from the work unit pursuant to subsection
10 D of this section shall be reassigned, transferred, or demoted to bargaining unit
11 positions or laid off as follows:

12 1. First: The County shall reassign the employee, if eligible, to an
13 available vacancy in the same department, classification, and affected FTE status.

14 2. Second: If there is no available vacancy pursuant to 1 above,
15 the County shall transfer the employee, if eligible, to an available vacancy within the
16 affected FTE status in a lateral classification in the affected department.

17 3. Third: If there is no available vacancy pursuant to 1 or 2 above
18 and the removed employee has sufficient seniority and is otherwise eligible, he or
19 she shall bump the least senior employee who occupies a position within the affected
20 FTE status in the same classification within the affected department.

21 4. Fourth: If the removed employee cannot be reassigned, transfer
22 or bump pursuant to 1, 2, or 3 above and he or she has sufficient seniority and is
23 otherwise eligible, he or she shall bump the least senior employee in lateral
24 classifications into which the removed employee is eligible to bump within the
25 affected FTE status and department.

26 5. Fifth: If the employee cannot be reassigned, transfer or bump
27 pursuant to 1, 2, 3, or 4 above, the employee shall be demoted to an available
28 vacancy in a position and in the highest lower classification into which the employee
29 is eligible to bump which is within the affected department and FTE status.

30 6. Sixth: If the removed employee cannot be reassigned, transfer
31 or bump pursuant to 1, 2, 3, 4 or 5 above and he or she has sufficient seniority, he or

1 she shall bump the least senior employee in a position in the highest lower
2 classification into which the removed employee is eligible to bump, within the affected
3 FTE status and department.

4 7. Seventh: If the employee cannot be reassigned or bump
5 pursuant to 1, 2, 3, 4, 5 or 6 above, the employee shall be laid off.

6 F. Bumping Eligibility. The following rules shall apply in determining
7 whether an employee is "eligible" for reassignment, transfer, demotion, or to bump
8 under section III above:

9 1. General rule: An employee is eligible for reassignment or to
10 bump into a vacancy or a position held by another employee pursuant to section III
11 above only if more senior than any incumbent bumped and qualified to perform the
12 duties of the position to which he or she is reassigned or into which he or she bumps.
13 Qualification includes possession of any special skill or certification requirements
14 (e.g. Nurse Practitioner specialty certifications, foreign language fluency, etc.). In
15 addition, except for downward bumping in a promotional line as provided in
16 subsection C below, an employee may bump only into positions in classifications or
17 equivalent classifications in which the employee previously acquired regular status.
18 Also, an employee may only bump or be reassigned to positions of the same FTE
19 status as the position they held at the time of the action.

20 2. Special Skill Eligibility Requirements: Within sixty (60) days after
21 the signing of this agreement, the County shall provide the Association with a list of
22 positions that have special skill or certification requirements that are pre-requisites to
23 occupying a particular position(s) pursuant to Section 3 above. The County may
24 revise this list by written notice to the Association between November 1 and
25 December 31 each year. The County's list shall identify the specific position(s) to
26 which the requirement applies and the nature of the requirement. Additional
27 positions may be added to the list as new operations are added or existing ones are
28 expanded, by written notice to the Association. Positions may also be added to or
29 removed from the list at other times with the written consent of the Health
30 Department's Human Resources Manager and the bargaining unit Chairperson.

1 3. Bumping Within A Promotional Line: Subject to the requirements
2 of section 3 and section 4, subsections A and B above, within a promotional line, an
3 employee may bump downward without having independently acquired regular status
4 in the lower classification so long as the employee acquired such status in the higher
5 classification from which he or she bumps or is assigned. For example, a Nurse
6 Practitioner with a baccalaureate degree in nursing may bump into or be assigned to
7 any Community Health Nurse position, regardless of whether the Practitioner
8 previously acquired regular status in the Community Health Nurse classification.

9 4. Exempt Employees: Subject to the limitations of section 2.D
10 above and the remaining requirements of this article, an exempt employee who
11 promoted or transferred to another county position directly from a bargaining unit
12 position may be assigned to or bump into a bargaining unit position.

13 5. Employees on Temporary Appointment Outside Unit. A regular
14 employee who is on a temporary or unclassified appointment retains his or her rights
15 under this article in connection with his or her bargaining unit position.

16 6. Probationary Employees. Probationary and on-call employees
17 have no right to bump or reassignment. However, an employee who has not
18 completed a probationary period following promotion may be reassigned or bump in
19 and from the classification previously held if he or she completed probation in that
20 classification.

21 7. Promotional Bumping Prohibited. Bumping or reassignment to a
22 higher classification or an increase in pay as a result of bumping, as part of a
23 reduction or reorganization of the work force, is prohibited.

24 G. Layoff and Reassignment Notices.

25 1. General Notice to Association. Whenever possible, the County
26 will notify the Association thirty (30) days in advance of a reduction or reorganization
27 of the workforce that will result in a layoff. Either party may propose meetings to
28 consider work sharing or other alternatives to a contemplated layoff.

29 2. Notice to Employee and Association of Specific Layoffs. The
30 County shall notify an employee who will be subject to layoff in writing at least fifteen
31 (15) days prior to its effective date. The County shall simultaneously send a copy of

1 the layoff notice to the Association. The notice shall state the reason for the action
2 and shall further state that the action does not reflect discredit on the employee. The
3 employee's copy shall be mailed to the employee's home address unless the
4 employee has timely specified an alternate address. Employees may specify an
5 alternate address to receive layoff notice (e.g. for the period of a vacation) by
6 delivering written notice to the Department Human Resources Manager. The notice
7 must specify whether the alternate address is permanent or, if it is a temporary
8 address, the date after which the County should mail any layoff notice to the
9 employee's home address. Such notice must be delivered to the County at least
10 fifteen (15) days prior to the date the County mails the layoff notice.

11 3. Reassignment Notice. Employees reassigned due to a reduction
12 or reorganization of the work force and the Association shall be notified of such in
13 writing. The County shall consult with affected employees concerning their
14 preferences for assignment before reassignment under this Article takes effect. The
15 County will comply with Article 14.4 in the case of schedule changes.

16 4. Recall Lists.

17 A. Placement on and Recall from Recall Lists. Employees who are subject
18 to layoff will be placed on a recall list for the classification(s) held immediately
19 preceding layoff. However, employees will be placed on a recall list only for the FTE
20 status the employee held at the time of layoff. Employees shall be recalled to
21 available vacancies in the classification and FTE status for which the recall list is
22 established, and to which the employee would be eligible to bump in a layoff situation
23 under section 4 above, in descending seniority order. An employee who is passed
24 over because he or she lacks special skills or certifications shall be advised in writing
25 by the department's Human Resources Manager of the qualification(s) the employee
26 lacks that the position requires. Nothing in this paragraph shall preclude the County
27 from offering recall to an employee on the layoff list for an FTE status different than
28 that held by the employee at the time of layoff if there are no remaining employees on
29 the layoff list for that classification and FTE status.

1 B. Duration of and Removal from Recall List. An employee shall remain
2 on the applicable recall list(s) for eighteen (18) months from the date of layoff. An
3 employee will be removed from a layoff list upon:

- 4 1. written request of the employee;
- 5 2. election of retirement;
- 6 3. acceptance of permanent reinstatement from the recall list for which
7 the recall position was established;
- 8 4. the employee's refusal of an offer of permanent reinstatement
9 (except an offer of recall to a position with a different FTE status than that the
10 employee held at the time of layoff); or
- 11 5. failure to contact the recalling supervisor within fourteen (14) days of
12 delivery of a recall notice or, after such contact, to report to work on a later specified
13 return date.

14 C. Exception to Removal from Recall List. Upon written application,
15 delivered by the employee to the department's Human Resources Manager within
16 seven (7) days after delivery of recall notice, the human resources representative
17 may permit the employee to refuse recall without loss of reinstatement rights;
18 PROVIDED, this shall not be construed as extending the duration for which the
19 employee is eligible to have his or her name on a recall list.

20 D. Form and Timing of Recall Notice. Employees shall be given fourteen
21 (14) days advance written notice of recall, by certified mail to the employee's home
22 address. Employees may not be required to report for work with less notice;
23 however, the employee and recalling supervisor may mutually agree to an earlier
24 report date. An employee may specify an alternate address for recall notice in the
25 same manner and within the same time frame as applies for designating an
26 alternative address for receiving layoff notice under section G.2 above.

27 5. Effect of Bumping or Recall on Wages and Benefits.

28 A. Effect on Wages and Anniversary Date.

29 An employee who bumps to a lateral classification shall retain his or her preexisting
30 wage step. However, if the steps of the two ranges do not match, the employee shall
31 be placed on the highest step in the new range which does not result in an increase.

1 B. An employee who bumps to a lower classification shall be paid at the
2 step in the applicable wage range that is nearest to the employee's preexisting wage
3 step that does not result in a decrease or, in the case of ranges that do not overlap,
4 that produce the least decrease.

5 C. Upon recall from inactive layoff status, an employee shall be placed at
6 the same wage step he or she held at the time of layoff from that classification.

7 D. Upon recall from another classification, an employee shall be placed on
8 the wage step he or she would have held had he or she not been laid off from that
9 classification.

10 E. The anniversary date of an employee who bumps to a lateral
11 classification shall remain unchanged. The anniversary date of an employee
12 demoted shall be the effective date of the demotion. The anniversary date of an
13 employee recalled from inactive layoff status shall be adjusted so that the amount of
14 time remaining before the employee's next anniversary date is the same as it was at
15 the time of placement on inactive layoff. Upon recall to a higher classification, the
16 employee's anniversary date shall be calculated in the same manner it would be
17 calculated if the employee had been on an unpaid leave of absence for the period
18 served in the lower classification.

19 F. Vacation. An employee who is placed on inactive layoff status shall be
20 paid for accumulated vacation in accordance with Article 7, section 4 of this
21 agreement. The employee's pre-existing vacation accrual rate will remain
22 unchanged upon recall.

23 G. Sick Leave. An employee's accumulated sick leave balance will be
24 frozen when the employee is placed on inactive layoff status, and will be reinstated
25 upon recall from a recall list. Sick leave is forfeited upon expiration of eligibility for
26 placement on any recall list.

27 H. Insurance. A laid off employee's eligibility for health insurance
28 coverage shall be governed by the terms of Article 10 of this agreement.

29 6. Special Provisions for School Based Health Operations.

1 A. School based bargaining unit members who verify to the program
2 manager a combination of work and vacation by May 7 to be in a paid status equal to
3 their budgeted F.T.E. throughout the summer, shall not be laid off.

4 B. Bargaining unit members who do not have work available in their ten
5 (10) month school clinic based work site or who choose not to work outside of their
6 school based clinic site, will be laid off during school closure for the summer.

7 C. Bargaining unit members who are laid off may be called back as regular
8 employees as provided in Section H. Summer Work/Effect of Refusal.

9 D. Limitation on Bumping and Recall from School Based Health.
10 Notwithstanding any other provision of this agreement, bumping by or recall of
11 bargaining unit members who, for administrative purposes, are inside the County's
12 school based health program shall be limited to positions inside the school based
13 health program if the County declares in writing at the time layoff notice is given to
14 the affected employee that the layoff is of limited duration due to summer school
15 closure.

16 E. Administrative Purposes Defined. For purposes of this section
17 "administrative purposes" means that the employee ordinarily files his or her payroll
18 time sheet with the school based health program.

19 F. Deviation from Seniority Order for Layoff or Recall/Effect on Seniority
20 and Insurance Benefits. When implementing limited duration layoff or recall from
21 such layoff the County may deviate from the normal order of seniority layoff or recall
22 otherwise required by the parties' collective bargaining agreement. Such deviation
23 shall not be for a period exceeding seven (7) calendar days. A more senior
24 employee who would have been retained or recalled but for the departure from
25 normal seniority order of layoff or recall may use vacation or leave without pay for the
26 period between the date he or she would have bumped or been recalled under
27 normal procedures and the effective date of the general school based health summer
28 layoff or recall as determined by the School Based Health Manager. In addition, such
29 employees will accrue seniority and be eligible for medical and dental insurance
30 coverage as though they were laid off or recalled in accordance with normal layoff or
31 recall procedures.

1 G. Probationary Employees. The probationary period of an employee on
2 probation when a limited duration layoff takes effect shall be frozen over the summer
3 and shall resume if the employee is recalled to work at the commencement of the
4 next school year. This shall not apply if the County notifies the employee that his or
5 her probationary service has been terminated.

6 H. Summer Work/Effect of Refusal. Bargaining unit members in School
7 Based Health who perform bargaining unit work for the County while on limited
8 duration layoff during summer school closure shall be paid at the same wage step
9 they held when the limited duration layoff took effect. They shall also be employed
10 pursuant to the terms and conditions of the collective bargaining agreement and
11 receive all benefits/entitlements specified in the collective bargaining agreement as
12 they do during the regular school year with the exception of Section 3(G) of this
13 Article and Article 10 Health and Welfare Benefits (see Section 6.M. of this Article for
14 health and welfare benefits coverage). Employees on limited duration layoff who are
15 working are not eligible for lead pay unless working in a lead assignment in school
16 based health. An employee may refuse to accept work that is offered, with the
17 understanding that such refusal may affect eligibility for unemployment
18 compensation.

19 I. Layoff or Carryover of Accumulated Vacation. Notwithstanding any
20 other provision of this agreement, an employee subject to limited duration layoff in
21 school based health may request payoff of some or all of his or her accumulated
22 vacation. Such request shall be made in writing to the School Based Health
23 Manager, the Department's payroll manager and Payroll Supervisor of the
24 Department of Support Services within three (3) days after the employee receives
25 notice of limited duration layoff. In the absence of such notice, vacation will be
26 carried on the books over the summer unless the employee is subsequently
27 terminated or resigns. In such case, normal provisions relating to vacation payoff
28 shall apply.

29 J. Considerations in Use of Vacation. Notwithstanding subsection H
30 above, the parties acknowledge that although requests to take vacations during the
31 school year may in some cases be granted, the risk that management will deny such

1 a request is significantly greater than in other county operations, due to the need to
2 provide services to students when schools are in session. For that reason, School
3 Based Health Employees are encouraged to continue to select vacation times during
4 Christmas and spring school vacations to the extent approved by management.
5 Further, employees facing limited duration layoff should take into account the limited
6 availability of time off when schools are in session, the vacation accumulation ceilings
7 set forth in this agreement, and the risk of forfeiture of vacation (when accumulation
8 ceilings are reached) when deciding whether to carry their accumulated balance
9 forward.

10 K. Alternative Compensation. The Board of County Commissioners may
11 adopt and implement a uniform policy whereby employees who transfer or are newly
12 hired into the school based health program are required as a condition of such
13 transfer or hire to sign an agreement accepting the payment of County medical and
14 dental insurance premiums in lieu of government unemployment insurance payments
15 during the period of a limited duration layoff due to summer closure.

16 L. Alternative Benefits. If the State of Oregon adopts a law which
17 uniformly disqualifies employees on a limited duration layoff from receiving
18 unemployment insurance, even if they are available for and actively seeking suitable
19 interim employment, the County and Union agree to meet to negotiate over the terms
20 of possible alternative benefits or compensation to cover that period of
21 unemployment. This shall be construed only as contractual authorization for such a
22 policy. This shall not be construed as a purported waiver by the union of individual
23 employee rights under the Oregon unemployment compensation statute.

24 M. Insurance Benefits for Summer Work. If the employee's last regularly
25 scheduled workday in pay status falls on or before the fifteenth (15) day of the
26 calendar month in which the employee begins limited duration layoff, medical/vision
27 and dental benefits toward which the County has contributed will lapse at the end of
28 that month. If such work day falls after the fifteenth (15) of the calendar month in
29 which the employee begins limited duration layoff, coverage toward which the County
30 has contributed will lapse at the end of the following calendar month. (Example:
31 Employee A's last day is July 15th: Employee A's coverage toward which the County

1 has contributed will lapse July 31. Employee B's last day is July 16. Employee B's
2 coverage toward which the County has contributed will lapse August 31.) Employees
3 will be treated as a regular employee for purposes of receiving health benefits per
4 Article 10 provided they work a minimum of two (2) shifts from July 15 through July
5 30.

6 N. The County agrees to apply for the "teachers waiver" so that employees
7 laid off as the result of limited duration layoff who are rehired within 90 days will be
8 reinstated with supplemental life and short term disability insurance that was in force
9 at the time of layoff.

10 7. Filling of Vacancies.

11 A. Posting. The County shall post all vacancies and new positions for a
12 period of two (2) weeks, except seven (7) days for Corrections Health, listing the
13 classification, number of hours, days per week, department, and shift of the
14 employment position. The County may waive the initial posting period as recognized
15 herein in the event of an emergency where the position may be filled temporarily for
16 the duration of the emergency or for short periods where a position may be left
17 vacant in preparation for a layoff.

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

ARTICLE 14
HOURS OF WORK

1
2
3
4 1. Normal Work Day.

5 A. The regular hours of work each shift shall be consecutive except for
6 interruptions for meal periods.

7 B. Employees working forty (40) hours a week on a five (5) day per week
8 work schedule shall work eight (8) hours per day excluding the meal period.

9 C. Employees working forty (40) hours a week on a four (4) day per week
10 work schedule shall work ten (10) hours per day excluding the meal period.

11 D. So that the County can more effectively meet the health needs of the
12 community, employees may elect, with the consent of the County, to work other than
13 the regular workday. At the discretion of the County with the concurrence of the
14 employee, longer hours in one (1) day may be offset by corresponding shorter hours
15 in another, provided that all hours worked in excess of forty (40) hours in the work
16 week are compensated in either overtime compensation or compensatory time off.

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

20 2. Work Week. In no case shall the work week be for more than forty (40) hours
21 excluding the meal period. It is understood by the parties that certain programmatic
22 objectives may require the County to make specific changes in the work week. The
23 days of the workweek for full-time employees, other than employees hired on or after
24 June 3, 1999 who are on a four day a week, full-time schedule, shall be consecutive
25 unless arrangements for a split work week are requested by the employee and
26 approved by the appointing authority. Employees hired on or after June 3, 1999 who
27 are working a four day a week, full-time schedule may have a work week of non-
28 consecutive work days and days of rest so long as at least two of the days off are
29 consecutive.

30 3. Meal and Rest Periods.

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

6 B. An employee, with the approval of the his or her immediate supervisor
7 or designee, may elect to take a one (1) hour meal period in lieu of the thirty (30)
8 minute meal period set out above, provided, however, that no portion of such
9 extended meal period shall be considered time worked for pay purposes.
10 Adjustments to the starting or quitting time shall be made to accommodate the
11 approved extended meal period, subject to the provisions of "C" below.

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

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

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

22 5. Weekend Provisions in 24-Hour Facilities.

23 A. Employees of 24-hour facilities who are required to work a split
24 workweek shall be provided two (2) weekends off in a calendar month. A weekend
25 for purposes of this section shall mean Saturday and Sunday. If such an employee is
26 required by the County to work on any weekend which results in such employee
27 receiving less than two (2) full weekends off in that calendar month, then such an
28 employee shall receive compensation at the rate of time-and-one-half (1-1/2) his or
29 her rate of pay for all such weekend hours worked.

30 B. Notwithstanding subsection (A) above, an employee may voluntarily
31 agree to a schedule providing more or less than two weekends off per month. The

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

10 6. Uniform Time Charging Provisions

11 A. Rounding Rule. Time charged for all leaves and compensation for time
12 worked under the terms of this Agreement shall be subject to rounding to the nearest
13 quarter of an hour in accordance with the following rules:

- 14 1. 0 - 7 minutes rounds to 0 hours
- 15 2. 8 - 15 minutes rounds to 1/4 hour

16 B. Applications

17 1. Lateness. An employee who is seven (7) minutes or less
18 late shall be paid for a full shift. An employee who is eight (8) to fifteen (15) minutes
19 late shall not be paid for one quarter (1/4) of an hour.

20 2. Working Over. An employee who works over less than
21 eight (8) minutes shall not be compensated. An employee who works eight (8) to
22 fifteen (15) minutes over shall be compensated one quarter (1/4) of an hour at the
23 appropriate rate of pay in accordance with Article 15: Wages.

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

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

1. 7. By agreement of the County and Association, shifts of longer than ten (10)
2 hours may be adopted. Such alternative schedules may include mutually agreed
3 upon exceptions to this agreement or alternative understandings made pursuant to
4 Article 23 (2) for affected Nurses. Nothing herein shall interfere with operation of
5 Article 14, Section 1, Subsection (D). This section is inapplicable to twelve hour
6 shifts worked pursuant to section 1, subsection e of this article. However, work
7 schedules containing overtime-exempt twelve (12) hour shifts may be implemented
8 by mutual agreement between the supervisor and affected employee, subject to the
9 approval of the Association President and affected department's Human Resources
10 Manager.

1 ARTICLE 15

2 WAGES

3
4 1. Wages.

5 A. September 1, 2005

6 Effective September 1, 2005 the rates and ranges of employees
7 covered by this Agreement shall be increased three percent (3.0%). Employees shall
8 be compensated in accordance with the wage schedule attached to this Agreement
9 as Addendum A, which by this reference is incorporated herein.

10 B. January 1, 2005

11 Effective January 1, 2005 the rates and ranges of employees covered
12 by this agreement shall be in accordance with the wage schedule attached to this
13 Agreement as Addendum A-1, which by this reference is incorporated herein.

14 C. July 1, 2006

15 Effective July 1, 2006, the rates and ranges of employees covered by
16 this Agreement shall be increased by the percentage increase in the CPI for Portland
17 Urban Wage Earners and Clerical Workers Index for the second half 2004 to the
18 second half 2005 as reported in February 2006. The minimum percentage increase
19 shall be no less than 2% and the maximum percentage increase no more than 4%.

20 D. January 1, 2007

21 Effective July 1, 2007 NP and PA's shall have a one step adjustment by
22 the addition of one (1) step at the top of the pay range and the deletion of one (1)
23 step at the entry level of the pay range. Step Adjustment at the top of the range shall
24 be three percent (3%) higher than the July 1, 2006 top step. NP and PA's shall be
25 placed on the new pay scale at a step that matches their pay on December 31, 2006
26 unless an employee's anniversary date falls on January 1, 2007, in which case they
27 shall be eligible for a step increase on January 1, 2007, otherwise NP and PA's will
28 eligible for a step increase on their anniversary date. In no event will employees be
29 paid less than step 1.

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

1 A. An hourly premium of one dollar seventy-five cents (\$1.75) for all hours
2 worked on shifts beginning between the hours of twelve (12:00) noon and
3 seven(7:00) p.m.; or

4 B. An hourly premium of five dollars (\$5.00) for all hours worked on shifts
5 beginning between the hours of seven (7:00) p.m. and six (6:00) a.m.

6 C. In circumstances where an employee works an overtime shift in
7 conjunction with their regular shift worked, the overtime shift will be paid with the shift
8 differential of the overtime shift. In circumstances of night shift to day shift, the day
9 shift hours worked will be paid with the night shift differential in addition to applicable
10 overtime pay.

11 3. Work in a Higher Classification. Whenever an employee must be replaced by
12 another employee(s) for a period of four (4) shifts within a thirty (30) day period and
13 such employee(s) assigned to perform the work is normally assigned to work in a
14 lower classification, that employee(s) will be paid for all shifts worked at the rate
15 assigned to the higher classification in the appropriate step according to the
16 promotional policy, if the employee(s) in fact performs a majority of the principal
17 duties of the higher classification. Provided, further, however, that the amount of
18 payment for acting as temporary supervisor shall be in accordance with existing
19 practice.

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

22 4. Overtime.

23 A. Where operational circumstances permit, all overtime shall be by prior
24 approval by the authorized supervisor or assigned designee, or evaluated, if
25 appropriate, and approved later. Unauthorized and inappropriate overtime may result
26 in disciplinary action. The employer shall ensure that nurses assigned to see clients
27 in clinics have a means to request authorization to work overtime. The opportunity to
28 make such request shall be made no sooner than the last hour of the regularly
29 scheduled clinic day and not later than 15 minutes prior to the end of the day. In lieu
30 of such opportunity, the employer may, at its discretion, issue standing orders to

1 govern requests, in lieu of a daily request system, so long as the rule provides the
2 employee clear guidance as to whether overtime is or is not authorized.

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

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

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

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

11 4. In excess of twelve (12) hours in any work day for employees
12 working twelve (12) hour shifts pursuant to an agreement conforming with Article
13 14(7).

14 B. All work performed on an employee's scheduled second or third day of
15 rest will be paid at the rate of two (2) times the employee's regular rate of pay,
16 provided the employee has worked on the first day of rest.

17 C. Mandatory Overtime. Employees may sign up or volunteer for overtime
18 shifts offered by the work unit. It is the desire of the parties that employees have at
19 least 12 hours of rest between shifts, but when mandatory overtime shifts become
20 necessary the four (4) hours of mandated work beyond the 12 hours are paid at two
21 times their rate of pay. A standard procedure is followed before mandatory shifts are
22 instituted.

23 D. If the employer and employee voluntarily agree in advance that the
24 employee will work longer hours one day and offset them on an hour for hour basis
25 by shorter hours on a work day in the same work week as provided by Article 14,
26 section 1, subsection D above, no time worked on the longer work day is deemed
27 overtime for pay purposes. If such agreement is not made and implemented, regular
28 overtime rules under Article 15, section 4, subsection A above apply.

29 E. If consistent with the needs of the County, an employee may elect time
30 off from work in lieu of overtime pay. In such case, the employee shall receive one
31 and one-half (1.5) hours off or two (2) hours off for each hour of overtime worked,

1 depending upon and determined by the rate at which he or she would otherwise be
2 paid for overtime in accordance with subsection (A) and (C) of this section.
3 Compensatory time off may be accumulated up to two hundred forty (240) hours.

4 F. Employees shall have ten (10) hours of rest after the end of one regular
5 and mandatory shift (two consecutive shifts) and the commencement of their next
6 regularly scheduled shift. Employees who are ordered vs scheduled to return to their
7 next regularly scheduled shift without ten (10) hours of rest shall be paid 1 ½ times
8 their regular base rate of pay for all hours worked on their next regularly scheduled
9 shift. This pay is in addition to any other premium pay/shift differential for which the
10 employee qualifies.

11 Employees who exercise the option of having ten (10) hours of rest before the
12 beginning of their next regularly scheduled shift may charge the first two (2) hours of
13 their shift to vacation, personal holiday or leave without pay. This section does not
14 apply to employees who voluntarily return with less than ten (10) hours between their
15 shifts.

16 5. Stand-by and Call-Back Pay.

17 A. Stand-by. Employees on a regular work schedule who are placed on
18 "stand-by" duty beyond their regularly scheduled work day or work week and are
19 assigned an answering device for stand-by purposes, shall be paid two dollars
20 (\$2.00) per hour they are on stand by status.

21 Employees on stand-by duty who are called in to work shall be compensated
22 in compensatory time off or payment for the time worked at one and one-half (1.5)
23 times their straight time hourly rate. Such employees are guaranteed a minimum
24 credit of three (3) hours' work for each occasion on which they are called in. In the
25 event an employee is unable to use earned compensatory time, then the employee
26 shall receive payment for the unused compensatory time at the overtime rate earned.

27 Employees on stand-by duty who take a phone call at home shall be paid at
28 their regular rate of pay in 15 minutes increments. If a person giving advice by phone
29 talks for ten (10) minutes he or she shall be paid for 15 minutes. If a person giving
30 advice by phone talks for 25 minutes he or she shall be paid for thirty (30) minutes,

1 etc. Multiple calls less than fifteen (15) minutes between the end of the 1st and
2 beginning of the 2nd (or more) calls will be considered one (1) call.

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

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

11 6. Reporting Pay. An employee who is scheduled to report for work and who
12 presents himself or herself for work as scheduled, but where work is not available for
13 him or her, shall be excused from duty and paid at his or her regular rate for a day's
14 work.

15 7. Reimbursement for Required Use of Personal Automobile.

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

23 B. To qualify for the fifty dollars (\$50.00) for full time employees and thirty
24 five dollars (\$35.00) for part time employees mileage base reimbursement employees
25 must be required by the County, as a condition of their current job assignment, to
26 have a vehicle available daily. They must routinely report to more than one site in a
27 day and/or be required to make field visits. The fifty dollars (\$50.00) for full time
28 employees and thirty five dollars (\$35.00) for part time employees, per month base
29 reimbursement shall be for vehicle maintenance and insurance allowance.

30 It is further understood and agreed that employee(s) must be in active pay
31 status to qualify and receive mileage base reimbursement. All other employees that

1 use their own vehicles shall only be reimbursed at the IRS rate set forth in Section 7.
2 A above.

3 8. Parking.

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

13 B. Employees entitled to but unable to find parking as provided for in item
14 "A" above shall be reimbursed for any parking fees incurred in the course of
15 business. In addition, the following shall apply to an employee who is not required to
16 use their personal automobile as a condition of employment. If such employee is
17 authorized to use the employee's personal automobile on County business, the
18 employee will be reimbursed for parking fees necessary on such business. However,
19 no reimbursement will be made if, in light of the nature of the business, the
20 employee's schedule, and any equipment that the employee must carry to the
21 business site, the employee could have reasonably parked at any County lot
22 designated by the Department for such use. The employee's immediate supervisor
23 shall determine whether to authorize such ad hoc use of personal automobiles. Such
24 authorization shall only be valid if received by the employee in writing in advance of
25 the trip. A copy of such authorization shall be submitted with the employee's parking
26 reimbursement request. Supervisors shall make every effort to facilitate the use of
27 less congestive alternative transportation, insofar as practical, before authorizing
28 such ad hoc use. The County agrees to establish a procedure in cooperation with
29 ONA for reimbursement of such fees. Field Community Health Nurses who are
30 regularly assigned to the Southwest/Northwest area of the City with metered streets,

1 shall be compensated an additional ten dollars (\$10.00) per month above the regular
2 mileage reimbursement base.

3 9. Transit Subsidy

4 A. Statement of Purpose

5 For the purpose of encouraging employees to use mass transit as part
6 of the County's ride reduction program under the Oregon Department of
7 Environmental Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well
8 as part of the County's commitment to limiting traffic congestion and promoting clean
9 air, each employee shall be eligible to receive a bus pass entirely subsidized by the
10 County for the employee's personal use.

11 B. Scope of Subsidy

12 1. The County will provide a 100% subsidy for employee bus
13 passes. However, the County may require that the employee pay a percentage if the
14 County's subsidy exceeds the IRS standard for a de minimis employee benefit.

15 2. It will be the employee's responsibility to obtain the necessary
16 Photo ID from Tri-Met. Instructions for obtaining the photo ID will be available
17 through Employee Benefits and will be included in new hire packets.

18 3. This program is offered only by Tri-Met. However C-Tran will
19 honor the Tri-Met all zone pass.

20 C. Procedural Requirements

21 The procedural requirements for obtaining the pass and verification that
22 the pass has been used solely by the employee shall be the same as apply to
23 managerial employees. Such requirements may change from time to time to ensure
24 efficient implementation of the program.

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

28 11. Pay Upon Entry. An employee may be credited for past work experience,
29 clinical expertise, or advanced education, and hired at a wage higher than step one
30 (1) in the job classification upon request by the appointing authority with approval of
31 the Department's Human Resources Manager. Successful applicants will at the time

1 of hire be given a copy of the department's policy concerning step placement and a
2 copy of the worksheet used by the hiring manager to determine the applicant's entry
3 step. A copy of the worksheet will be placed in the employee's personnel file.

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

8 13. Lead Assignments.

9 A. Definition. The Lead Nurse concept is to be utilized when the work
10 situation dictates that the nurse who usually performs the same work as the other
11 nurses in the work unit is, in addition, delegated limited supervisory duties when, in
12 the County's judgment, such duties are not within the scope of the job description.

13 B. Compensation. When a nurse is assigned by an appropriate supervisor
14 and performs Lead Nurse duties, he or she will receive a differential of six and one-
15 half percent (6.5%) of his or her assigned rate beginning from the first day of such
16 assignment.

17 14. Retirement.

18 A. PERS/OPSRP MEMBERSHIP. Employees shall be eligible for
19 participation in the Oregon Public Employee Retirement System (PERS) and the
20 Oregon Public Service Retirement Plan (OPSRP) pursuant to ORS 237 and 238A
21 subject to the terms and conditions of the Agreement, dated February 1, 1982,
22 integrating the Multnomah County Employees' Retirement System and PERS, such
23 Agreement having been entered into between the Public Employee Retirement Board
24 and Multnomah County pursuant to the provisions of ORS 237.051.

25 B. Sick Leave in Application to Final Average Salary. In accordance with
26 the terms of ORS 237.153, one-half the accumulated unused sick leave with pay will
27 be applied to final average salary for the purpose of pension benefit determination.

28 C. The County shall "pick-up" employee contribution to PERS or OPSRP, six
29 percent (6%) as provided by ORS 238.205(5)(a) and ORS 238A.330. If for any
30 reason the ORS 238.205(5)(a) or ORS 238A.330 "employer pick-up" is no longer
31 legally available the County shall on the last payroll period of this Agreement

1 increase employee wages by six percent (6%) and return to the limited "pick up"
2 provided for prior to the resumption of PERS/OPSRP pick-up in 1999, including but
3 not limited to the terms of compensation for non-PERS/OPSRP members. Pursuant
4 to ORS 238.205(6) and ORS 238A335(1) and (2)(a), the parties agree and
5 acknowledge that employee compensation was reduced in order to generate the
6 funds needed to make these employee contributions to the employee accounts; the
7 employer will file any required notices with the Public Employees Retirement Board.

8 D. OPSRP Employer Contribution. Pursuant to ORS 238A.340, the
9 employer agrees to make employer contributions to the individual account program of
10 its OPSRP members in an amount equal to 6% of salary.

11 15. Corrections Nursing Premium. Each employee assigned to one of the
12 correctional facilities shall be paid an hourly premium as follows:

13	Licensed Community Practical Nurse	\$1.00/hour
14	Community Health Nurse	\$1.20/hour
15	Nurse Practitioner	\$1.50/hour
16	Physician Assistant	\$1.50/hour

17 Effective July 1, 2006 the Corrections Nursing Premium shall be increased by
18 twenty-five (\$.25) cents per hour. Rates are as follows:

19	Licensed Community Practical Nurse	\$1.25/hour
20	Community Health Nurse	\$1.45/hour
21	Nurse Practitioner	\$1.75/hour
22	Physician Assistant	\$1.75/hour

23 16. Weekend Differential. Bargaining unit members will receive a two dollar (\$2.00)
24 per hour weekend differential for each such hour worked on Friday from 9:30 p.m.
25 until midnight, on Saturday, or on Sunday before 9:30 p.m.

26 17. Overpayments and Payments in Violation of Contract

27 Any employee receiving unauthorized payments has the obligation to call such
28 error to the attention of his or her supervisor.

29 As soon as the overpayment is known, the County will make every effort to
30 recover such overpayments, by payroll deduction over a reasonable period of time as
31 determined by the Department Personnel Director in consultation with the employee.

1 Where an error occurs which results in a negative impact on the employee,
2 upon notification by the employee, and verification by the payroll division, payment in
3 correction of the error shall be made in the employee's paycheck for the current pay
4 period.

5 18. Longevity Pay. Effective July 1, 1999, employees who have twenty (20) years
6 of service in positions covered by the ONA bargaining unit shall receive a longevity
7 pay increase two percent (2.0%) above the base step rate he or she would otherwise
8 receive. Longevity pay shall be deemed part of the employee's regular base pay
9 rate.

10 19. Bilingual Pay. A differential of four percent (4%) over base rate will be
11 paid to employees in positions which specifically require, and who have been
12 directed to translate to and from English to another language (including the use of
13 sign language) as a condition of employment. The proficiency level for interpretation
14 and translation skills will be assigned by management and contained in an
15 employee's individual position description.

ARTICLE 16

PERFORMANCE EVALUATION

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All bargaining unit members shall receive a performance evaluation on an annual basis. Clinical observation where required shall be performed by an appropriate licensed nursing personnel.

ARTICLE 17

PROFESSIONAL STAFF DEVELOPMENT

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4 1. Continuing Education (Upon Completion of Probationary Period):

5 (This section is prorated effective January 1, 2005)

6 A. Nurse Practitioners and Physician Assistant

7 a. Requirements:

8 Each Nurse Practitioner and Physician Assistant will participate in at
9 least, forty (40) hours per year of accredited continuing education activities
10 which are directly related to the employees responsibilities. Records of
11 participation should be submitted at each annual performance evaluation.

12 b. Education Expenses:

13 1) Allocations of bargaining unit travel and training will be determined
14 annually through the budgetary process. Allocation for Nurse
15 Practitioner and Physician Assistant will be equivalent to Physicians.
16 The maximum annual allotment will be proportional to budgeted FTE.

17 2) Tuition, travel, meals and lodging, certification examination fees, books,
18 journal subscriptions and home study courses are all reimbursable
19 expenses. Books and journals purchased through travel and training
20 funds are the property of Multnomah County and must remain at the
21 worksite for the use of all staff members.

22 3) Requests for disbursement and/or reimbursement of funds will be
23 submitted for approval to the employee's manager or their designee on
24 the appropriate form.

25 c. Time Off Requests:

26 1) Requests for time off will be made to managers in a manner identical to
27 vacation leave requests. Employees will note leave on their TAR.
28 Managers will be responsible for tracking paid leave.

29 2) Requests will be submitted six weeks prior to the anticipated leave to
30 allow for scheduling. Six week deadline will be waived for units

1 returning from limited duration layoff. Requests submitted after the six-
2 week deadline may be approved at the discretion of the manager.

3 3) If multiple persons request the same dates off, all involved parties will
4 negotiate which requests take priority based on protocols established at
5 each work site.

6 d. Paid Leave for Educational Activities:

7 1) Each 1.0 FTE will receive up to five working days per year of paid leave
8 for approved CE activities. Part-time employees shall receive a prorated
9 amount of paid leave (see below).

10 2) All participation in CE activities during the Monday through Friday work
11 week will be considered for paid leave regardless of whether it falls on
12 the employee's accustomed work day. However, no paid time will be
13 allowed for weekend or evening activities unless the employee is
14 regularly scheduled to work those hours.

15 3) Employees working less than 1.0 FTE cannot accumulate paid leave in
16 any given week in excess of their regularly scheduled days that week.
17 In any given week the total number of paid days spent performing
18 regular duties plus paid days on CE leave must equal the total number
19 of regularly scheduled days that week. In other words, employees are
20 paid for their regularly scheduled days that week regardless of how they
21 split their time between clinic and conference.

22 4) Employees attending conferences on days they do not normally work
23 may take leave from their regularly scheduled days that same week (flex
24 time). Any such flex time must be taken the same week. It cannot be
25 saved up to be taken at a later time.

26 5) Employees will be responsible for accurate entry of time off as
27 "educational leave" on their time sheet. Managers may ask for
28 documentation of attendance if desired.

<u>FTE</u>	<u>CE Required/yr</u>	<u>Paid Leave/yr</u>
29 .5	5 days	2.5 days
30 .6	5 days	3 days
31 .7	5 days	3.5 days

1	.8	5 days	4 days
2	.9	5 days	4.5 days
3	1.0	5 days	5 days

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5 B. Community Health Nurse and Licensed Community Practical Nurses

6 a. Eligibility

7 Each Community Health Nurse will be eligible to take up to 24 hours
8 paid leave per year (12 hours for part-time employees) for education activities
9 which are directly related to the employee's responsibilities.

10 Each Licensed Community Practical Nurse will be eligible to take up to
11 16 hours paid leave per year (8 hours for part-time employees) for education
12 activities which are directly related to the employee's responsibilities.

13 b. Time Off Requests:

14 1) Requests for time off will be made to managers in a manner identical to
15 vacation leave requests. Employees will note leave on their TAR.
16 Managers will be responsible for tracking paid leave.

17 2) Requests will be submitted six weeks prior to the anticipated leave to
18 allow for scheduling. Six week deadline will be waived for units
19 returning from limited duration layoff. Requests submitted after the six-
20 week deadline may be approved at the discretion of the manager.

21 3) If multiple persons request the same dates off, all involved parties will
22 negotiate which requests take priority based on protocols established at
23 each work site.

24 2. Unpaid Educational Leave.

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

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

1 3. Tuition Reimbursement.

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

- 7 • Required as a prerequisite to enroll in a BSN or MSN program, or;
- 8 • Required as a part of the nurse's current enrollment in a BSN or
9 MSN program. Employees shall apply for approval of the request
10 for reimbursement at least five (5) days prior to the proposed
11 enrollment. If approved prior to enrollment, the County will make
12 reimbursement within thirty (30) days after proof of satisfactory
13 completion of the course.

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

22 4. In- Service Classes.

23 In-service classes will continue to be offered and regularly scheduled for
24 employees. Attendance may be required for a particular classification or individual
25 employee. Some attendance may be optional. All in-service classes will be paid at
26 the employee's regular rate of pay unless the training takes place at a time assigned
27 a shift differential. Then employee will be paid at the rate paid for the shift in which
28 the training takes place. Annual needs assessment with bargaining unit members
29 and work teams will be conducted for clinical and practice educational needs.

30 In an effort to improve the presentation and content of regularly scheduled in-
31 services classes, and upon request by the Association, department representative(s)

- 1 will consult with Association representative(s) regarding in-service courses
- 2 presentation and content.
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ARTICLE 18
EMPLOYMENT STATUS

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

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

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

4. Termination Interviews. Upon termination of employment, full-time and part-time nurses shall be granted an interview with the appointing authority if the employee so desires and requests.

ARTICLE 19
DISCIPLINARY ACTION

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

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

15 3. Any non-probationary employee who is given a written or oral reprimand may
16 utilize the first two (2) steps of the grievance procedure (in succession) in order to
17 appeal and solicit modification or withdrawal of the action taken. Any employee who
18 is given a written reprimand shall have the right to have his or her written and dated
19 response placed in his or her personnel file. Any employee may request and have
20 removed from his or her personnel file any written reprimand and/or reference to oral
21 reprimand and any response by the employee which is more than two (2) years old;
22 provided, that no subsequent disciplinary action has been taken (within the two (2)
23 years prior to the date of the request) for reoccurrence of the same or similar
24 problem(s) giving rise to the original reprimand.

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

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

1 department head is due. The County Chair, or his or her designee(s), shall respond
2 in writing to the grievant or representative within fourteen (14) calendar days.

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

13 Step IV: If the grievance has not been answered or resolved at Step III, either
14 party may, within fourteen (14) calendar days after the expiration of time limit
15 specified in Step III, request arbitration by written notice to the other party.

16 Step V: Arbitration. After the grievance has been submitted to arbitration, the
17 parties, or their representatives, shall jointly request the Federal Mediation and
18 Conciliation Service for a list of the names of seven (7) arbitrators. The parties shall
19 select an arbitrator from the list by mutual agreement. If the parties are unable to
20 agree on a method, the arbitrator will be chosen by the method of alternate striking of
21 names(s), the order of striking to be determined by lot. One (1) day shall be allowed
22 for the striking of each name. The final name left on the list shall be the arbitrator.
23 Nothing in this section shall prohibit the parties from agreeing upon a permanent
24 arbitrator or permanent list.

25 The parties agree that no less than five (5) days prior to any scheduled
26 arbitration hearing they will mutually exchange copies of all exhibits intended to be
27 offered at the hearing, except the work product of any attorney or authorized
28 representative involved.

29 The arbitrator shall be requested to begin taking evidence and testimony
30 within a reasonable period after submission of the request for arbitration, taking into
31 account the schedules of the parties, representatives, and witnesses, as well as that

1 of the arbitrator; and he or she shall be requested to issue his decision within thirty
2 (30) days after the conclusion of testimony and argument. The parties hereby vest
3 the arbitrator with authority to compel the attendance of witnesses on behalf of either
4 party by issuance of a subpoena, the cost of which shall be borne by the party
5 requesting the subpoena.

6 The arbitrator's decision shall be final and binding, but he or she shall have no
7 power to alter, modify, amend, add to, or detract from the terms of the Contract. His
8 or her decision shall be within the scope and terms of the Contract and in writing.
9 Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60)
10 days prior to the date the grievance was first filed with the supervisor, and it shall
11 state the effective date of the award.

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

15 Each party shall be responsible for compensating its own representatives and
16 witnesses. If either party desires a verbatim recording of the proceedings, it may
17 cause such a record to be made, on the condition that it pays for the record and
18 makes copies available without charge to the other party and the arbitrator.

19 Any time limits specified in the grievance procedure may be waived by mutual
20 consent of the parties. A grievance may be terminated at any time upon receipt of a
21 signed statement from the aggrieved party that the matter has been resolved.

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

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

- 1 practical to avoid disruptions and interruption of work. The Association committee
- 2 shall consist of not more than three (3) members selected by the Association.

ARTICLE 21
GENERAL PROVISIONS

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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, sexual orientation, creed, religion, national origin, political affiliation,
7 gender identity, source of income, familial status, disability or physical and mental
8 handicap unless there are bona fide job-related reasons. In the event the employer's
9 obligations under the Americans with Disabilities Act (ADA) and this agreement
10 conflict, the ADA shall prevail. The Association shall share equally with the County
11 the responsibility for applying the provisions of the Agreement.

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

18 2. Bulletin Boards. The County agrees to furnish and maintain suitable bulletin
19 boards in convenient places in each work area to be used by the Association. The
20 Association shall limit its postings of notices and bulletins to such bulletin boards. All
21 postings of notices and bulletins by the Association shall be effectual in nature and
22 shall be signed and dated by the individual doing the posting.

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

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

1 5. Changes in Existing Conditions. The County will solicit and be receptive to the
2 input of the Association regarding any changes in working conditions proposed by
3 the County, including but not limited to those related to implementation of the CQI
4 program, and any such changes shall not be made for arbitrary or capricious
5 reasons.

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

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

11 8. Contract Orientation and Distribution.

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

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

17 C. New Hire Orientation. The County shall provide paid release time to
18 one member of the Association negotiating committee to attend Department new
19 employee orientation sessions. The committee member shall be allowed fifteen (15)
20 minutes to discuss Association membership and activities with newly hired
21 employees. The County will notify the Association bargaining unit chairperson or
22 designee of the schedule for Department orientation sessions.

23 9. Safety Inspection. As the County Chair's designee, the Central Human
24 Resources Manager, or a member of the Human Resources Division staff designated
25 by him or her, or in its own capacity the statutory safety committee shall no less than
26 annually visit and inspect all facilities within the Division of Corrections to which
27 nurses are assigned, for the purpose of identifying and attempting to remedy
28 conditions which may jeopardize the safety of nursing staff.

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

1 11. Professional Nursing Forum. The County continues to recognize the
2 importance of utilizing the professional expertise of the bargaining unit nurses,
3 including development of their professional and leadership skills. To meet these
4 goals, and the goal of better patient care, the County shall continue to support a
5 Professional Nursing Forum (PNF) and bargaining unit nurses may attend without
6 loss of pay. Within budgetary limits, the County shall make every effort to allow
7 bargaining unit nurses to regularly attend Forum and Forum Committee meetings.

8 12. Nurse Employment Relations Committee. To promote harmonious relations
9 and aid internal communication, the parties agree to establish a Nurse Employment
10 Relations Committee ("N-ERC") within thirty (30) days following the signing of the
11 contract. The County's N-ERC members will be the Health Department Director (or
12 designee) and a representative from the County's Labor Relations Division. The
13 Association shall designate four (4) employee members who will be released from
14 duty to serve on the N-ERC without loss of pay. If the meeting is held at a time
15 outside the member's regularly scheduled hours of work, he or she shall be permitted
16 to flex his or her regular schedule within the FLSA workweek to compensate. The
17 member and his or her schedule shall confer in advance of the meeting to determine
18 a mutually agreeable flex schedule to achieve this purpose. In selecting members,
19 the Association will select no more than one (1) employee from a particular
20 organizational unit at one time and take into account such other considerations as
21 are necessary to prevent disruption of operations. The Association may also
22 designate its business representative to serve as a fifth member, if it desires. Either
23 party may sponsor additional attendees at a particular meeting of the N-ERC after
24 conferring with the Labor Relations Division representative and ONA business
25 representative; PROVIDED, that the release of additional employee attendees must
26 be approved by the employee's immediate supervisor. The N-ERC will establish
27 regular quarterly meetings during normal working hours and will schedule such
28 meetings insofar as practical to avoid disruptions and interruptions of work. The
29 Committee may discuss any matter pertinent to maintaining good employer-
30 employee relations. Each party will attempt to give the other reasonable advance
31 notice, insofar as practical, of the agenda items it wishes to discuss at the next

1 meeting. The parties first meeting shall occur within sixty (60) days following signing
2 of this agreement by both sides. The initial primary focus will be a collaborative effort
3 to improve service delivery and staffing needs.

4 13. Contract Work.

5 A. Unless mutually agreed, the County will not contract out or subcontract
6 any work now performed by employees covered by this Agreement when such would
7 result in layoff of any bargaining unit employee(s) and the County is unable to find
8 suitable or comparable alternate employment for the employee(s). However, this
9 provision shall not apply to contracting out or sub-contracting work when such was
10 anticipated and considered as a part of the budgeting process and when the
11 Association Representative has been notified of the specific plan and its probable
12 impact at least thirty (30) days prior to adoption of the annual executive budget or
13 formal Board consideration of budget modifications.

14 B. The County agrees to meet with the Association to discuss the effect of
15 proposed contracting out or sub-contracting prior to the presentation of the proposal
16 to the County Chair or Board for formal action.

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

19 14. Loss of Personal Property. An employee who suffers loss of personal property
20 arising out of the performance of his or her duties and who has his or her claim for
21 reimbursement denied by the County, may submit such claim to the Central Human
22 Resources Manager or his or her designee(s) for review at the next
23 County-Association meeting. In no event will payment be made when the
24 employee's loss is recoverable through any insurance claim available to the
25 employee. Approval of claims shall be subject to agreement by both the Association
26 and the County.

27 15. Inclement Weather and Natural Disasters Policy. The County reserves the
28 right to establish policy with respect to attendance at work during inclement weather
29 or a natural disaster, and further reserves the right to determine whether or not an
30 event qualifies as such under the terms of any such policy. Any time an employee is

1 unable to be at work as scheduled due to such an event, may, at the employee's
2 discretion, be charged to:

- 3 ▪ Vacation Leave
- 4 ▪ Saved Holiday Time
- 5 ▪ Compensatory Time
- 6 ▪ Leave Without Pay

7 Provided, further, however, that an employee who attempts to get to work in
8 such a County declared event, but is unavoidably delayed, shall not have time
9 charged to one of the above categories unless he or she is two or more hours late, in
10 which event all time late will be charged.

ARTICLE 22

SAVINGS CLAUSE AND FUNDING

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1. Savings Clause. Should any Article, section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to attempt to negotiate a substitute, if possible, for the invalidated Article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

2. Funding. The parties recognize that revenue needed to fund the wages, benefits, and budget-related existing conditions provided by the Agreement must be approved annually by established budget procedures. All such wages, benefits, and budget-related existing conditions are, therefore, contingent upon sources of revenue and annual budget approval. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget request pursuant to established budget procedures. This Section 2 and County action hereunder shall not be subject to the Resolution of Disputes Procedures hereinbefore set out.

ARTICLE 23
ENTIRE AGREEMENT

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1. 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 Human Resources Department, and by Multnomah County Code 3.10 or its successor. The County and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

2. Nothing in this Article shall preclude:
- A. The parties during the term of this Agreement from voluntarily entering into amendments to the Agreement, or
 - B. The Association and the County Chair, or his or her designee(s) for Labor Relations from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration, or
 - C. The Association or County from requesting a County Association meeting to discuss matters related to terms and conditions of employment.

3. If the County wishes to implement actions that would otherwise violate this agreement, the County and Association shall confer under 2.B above and decide within 14 days after notice of the proposed action whether to authorize a departure

- 1 from the labor agreement. Such departures shall be for a stated time, with a stated
- 2 scope and purpose, and shall only be by mutual agreement.

ARTICLE 24
TERMINATION

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This Agreement shall be effective July 1, 2005, and shall remain in full force and effect through the 30th day of June 2007. This Agreement shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than February 1, 2007, or one-hundred and twenty (120) days prior to any subsequent anniversary date that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the Parties hereto have set their hands this _____ day of _____, 2005.

OREGON NURSES ASSOCIATION

MUTNOMAH COUNTY BOARD OF COUNTY COMMISSIONERS

Lauren Fries-Brundidge

Diane Linn, County Chair

Janine Tebeau-Jemerson

Maria Rojo de Steffy, Commissioner

Angela Warnock

Serena Cruz, Commissioner

Jim Peterson

Lisa Naito, Commissioner

Laura Adania

Lonnie Roberts, Commissioner

Carol Simmons

NEGOTIATED BY:

Marcia Blaine

Jim Younger, HR Manager
Multnomah County, Oregon

Shelley Garay

REVIEWED:
Agnes Sowle, County Attorney
For Multnomah County, Oregon

Judy Schaffer

NEGOTIATED:

Rob Nosse, Labor Relations
Representative, Oregon Nurses
Association

By _____
Kathryn Short
Assistant County Attorney

ADDENDUM A

SALARY SCHEDULE FOR ONA BARGAINING UNIT

Wages effective September 1, 2005: Effective September 1, 2005 the following wage rates shall apply for the steps indicated to employees on the payroll as of the date this agreement is signed by both parties hereto. Such rates reflect an increase of three percent (3.0%) over August 31, 2005 rates:

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<u>CLASSIFICATION</u>	1	2	3	4	5	6	7	8	9
LICENSED COMMUNITY PRACTICAL NURSE	16.76	17.40	18.08	18.74	19.41	19.99	20.60	21.21	21.86
COMMUNITY HEALTH NURSE	21.69	22.52	23.39	24.25	25.15	26.09	27.07	28.09	28.93
NURSE PRACTITIONER	28.81	30.14	31.01	31.92	32.86	33.86	35.20	36.63	37.71
PHYSICIAN ASSISTANT	28.81	30.14	31.01	31.92	32.86	33.86	35.20	36.63	37.71

ADDENDUM A-1

SALARY SCHEDULE FOR ONA BARGAINING UNIT

Wages effective January 1, 2006: Effective January 1, 2006, the wage scale for Community Health Nurse, Nurse Practitioner and Physician Assistant in effect December 31, 2005 shall have a one (1) step adjustment by the addition of one step (three percent (3%)) at the top end of the pay range and the deletion of one (1) step at the entry level of the pay range. Employees shall move from the December 31, 2005 pay scale to the January 1, 2006 pay scale as follows:

1. CHN, NP and PA's shall be placed on the new pay scale at a step that matches their pay. If an employee's anniversary date falls on January 1, 2006, then they shall in addition be eligible for an anniversary step adjustment, otherwise employees shall be eligible for a step adjustments on their anniversary dates.

2. If the employee's rate of pay is below the minimum for the January 1, 2006 pay scale, his or her pay will be raised to the minimum rate.

Pay scale is as follows:

<u>CLASSIFICATION</u>	1	2	3	4	5	6	7	8	9
LICENSED COMMUNITY PRACTICAL NURSE	16.76	17.40	18.08	18.74	19.41	19.99	20.60	21.21	21.86
COMMUNITY HEALTH NURSE	22.52	23.39	24.25	25.15	26.09	27.07	28.09	28.93	29.80
NURSE PRACTITIONER	30.14	31.01	31.92	32.86	33.86	35.20	36.63	37.71	38.84
PHYSICIAN ASSISTANT	30.14	31.01	31.92	32.86	33.86	35.20	36.63	37.71	38.84

ADDENDUM B

DEFINITIONS

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

6 A. Continuous service shall include uninterrupted employment with
7 another governmental agency accomplished in accordance with and subject to ORS
8 236.610 through 236.650.

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

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

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

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

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

26 5. Part-time employee. An employee regularly scheduled to work at least 20
27 hours per week or .5 FTE, but less than full-time.

28 6. Regular employee. The status a classified employee acquires after successful
29 completion of the probationary period for the particular position to which the
30 employee was appointed. A classified employee is an employee in County service
31 who is not in a temporary or on-call position.

1 7. Probationary employee. A permanent employee serving a six (6) month
2 period of trial service to determine his or her suitability for continued employment,
3 such period to begin on the date of his or her appointment from a list certified by the
4 Employee Services Division. During the period of probation, the employee may be
5 dismissed without recourse to the grievance procedure if, in the opinion of his or her
6 supervisor, his continued service would not be in the best interest of the County. A
7 dismissed probationer shall be afforded upon request an opportunity to discuss his or
8 her dismissal with the Department Director or his or her designee(s).

9 If a probationary employee is granted a transfer to another division within the
10 Health Department, he/she may be subject to an additional six (6) month
11 probationary period.

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

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

20 10. Limited Duration Appointment. Limited duration appointments may be made
21 for special studies or projects of uncertain or limited duration, which are subject to the
22 continuation of a grant (excluding grants for currently on-going programs like Early
23 Childhood Services, etc.), contract, award or special funding (special funding is
24 defined as funding that is designated as limited in duration with the possibility of no
25 continuation beyond a budget cycle). Such appointments shall be for a stated period
26 not exceeding two years but may expire earlier. Limited duration employees shall be
27 scheduled on a full-time or part-time basis and receive benefits and union
28 representation per this agreement.

29 A newly hired employee in a limited duration position is excluded from layoff
30 rights since his/her appointment from the outset is determined to be time, task and
31 work unit limited. Newly hired employees appointed under this section will only

1 accrue seniority pursuant to Article 13, Section 2.B 7.

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

ADDENDUM C
DRUG AND ALCOHOL POLICY

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4 1. General. Multnomah County, in keeping with the provisions of the Drug Free
5 Workplace Act of 1988, is committed to establishing and maintaining a work place
6 which is free of alcohol and drugs and free of the effects of prohibited alcohol and
7 drug use.

8 2. Holders of Commercial Drivers Licenses. While references to rules governing
9 holders of Commercial Drivers Licenses (CDL) are included below, they are not
10 comprehensive. CDL holders are responsible for complying with all laws, work rules,
11 or County procedures pertaining to them, in addition to the requirements of this
12 addendum.

13 3. Alcohol and Drug Policy Work Rules and Discipline.

14 A. Conduct Warranting Discipline.

15 1. While on duty, or on County premises, or operating County
16 vehicles employees shall obey the work rules listed in "Subsection B" below. As with
17 all work rules, violations may result in discipline per the provisions of Article 19,
18 Disciplinary Action.

19 2. Employees will not be subject to discipline for seeking treatment for
20 alcohol or drug dependency. However, employees will be held fully accountable for
21 their behavior. Seeking treatment will not mitigate discipline for rule violations or
22 other unacceptable conduct caused by such dependency.

23 B. Work Rules.

24 1. Possession, consumption, and distribution of alcohol or drugs
25 while on duty. Employees shall:

26 a. Not possess, consume, manufacture, distribute, cause to
27 be brought, dispense, or sell alcohol or alcohol containers in or to the work place
28 except when lawfully required as part of the job. An exception will be sealed alcohol
29 containers for gift purposes. Supervisors must be notified when such containers are
30 brought to the work place. The "work place" includes vehicles parked on County
31 property.

1 b. Not possess, consume, manufacture, distribute, cause to
2 be brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the
3 workplace except when lawfully required as part of the job.

4 c. Not distribute, dispense, or sell prescription medications
5 without a valid prescription.

6 2. Possession, consumption, and distribution of alcohol and drugs
7 while off duty on County premises. Employees shall:

8 a. Not use, possess, or distribute illegal drugs.

9 b. Not use or distribute alcohol without authorization.

10 3. Fitness for Duty. Employees shall:

11 a. Not report for duty while under the influence of alcohol or
12 drugs. An individual is considered to be "under the influence" of alcohol if a
13 breathalyzer test indicates the presence of alcohol at or above the .04% level. An
14 individual is considered to be "under the influence" of drugs when testing indicates
15 the presence of controlled substances at or above the levels applying to CDL
16 holders.

17 b. Not render themselves unfit to fully perform work duties
18 because of the use of alcohol or illegal drugs, or because of the abuse of prescription
19 or non-prescription drugs.

20 c. Comply with legally mandated occupational requirements,
21 whether or not they are specifically included in this policy. For example, by law
22 holders of CDL's may not perform safety sensitive functions, such as driving, at or
23 above the .02% level.

24 d. Not be absent from work because of the use of alcohol or
25 illegal drugs, or because of the abuse of prescription or non-prescription medications,
26 except when absent to participate in a bona fide assessment and rehabilitation
27 program while on FMLA leave.

28 e. Inform themselves of the effects of any prescription or
29 non-prescription medications by obtaining information from health care providers,
30 pharmacists, medication packages and brochures or other authoritative sources in
31 advance of performing work duties.

1 f. Notify their supervisor in advance when their use of
2 prescription or non-prescription medications may impair the employee's ability to
3 perform the essential functions of their position that will result in a direct threat to
4 others. Such employees include, but are not limited to, sworn officers, holders of a
5 Commercial Driver's License, and those handling hazardous equipment or materials.
6 Employees who drive a motor vehicle as part of their job, whether a County vehicle or
7 their personal vehicle, should report when they are taking any medication that may
8 impair their ability to drive.

9 4. Cooperation with Policy Administration. Employees shall:

10 a. Not interfere with the administration of this Drug Policy.
11 Examples include, but are not limited to, the following: tainting, tampering, or
12 substitution of urine samples; falsifying information regarding the use of prescribed
13 medications or controlled substances; or failure to cooperate with any tests outlined
14 in this policy to determine the presence of drugs or alcohol.

15 b. Provide within twenty-four (24) hours of request a current
16 valid prescription in the employee's name for any drug or medication which the
17 employee alleges gave rise to reasonable suspicion of being under the influence of
18 alcohol or drugs.

19 c. Respond fully and accurately to inquiries from the
20 County's Medical Review Officer (MRO); authorize MRO contact with treating health
21 care providers upon request.

22 d. Complete any assessments or treatment programs
23 required under this Policy.

24 e. Sign a waiver upon request authorizing treatment
25 providers to disclose confidential information necessary to verify successful
26 completion of any assessment or treatment program required under this Policy.

27 f. Disclose promptly (upon the next working day) and fully to
28 his/her supervisor:

29 i. All drug or alcohol-related arrests, citations,
30 convictions, guilty pleas, no contest pleas or diversions which resulted from conduct

1 which occurred while he or she was on duty, on County property, or in a County
2 vehicle; or

3 ii. Any other violation of laws regulating use of alcohol
4 and controlled substances which adversely affects an employee's ability to perform
5 major job functions, specifically to include loss or limitation of driving privileges when
6 the employee's job is identified as requiring a valid license.

7 C. Levels of Discipline

8 1. The level of discipline imposed on non-probationary employees
9 for violation of the Alcohol and Drug Policy Work Rules above or other violations
10 resulting from the use of alcohol or drugs will be according to the provisions of Article
11 19, Disciplinary Action.

12 2. Employees will be held fully accountable for their behavior. Use
13 of alcohol or drugs, or alcohol or drug dependency, will not mitigate the discipline
14 imposed for rule violations, misconduct, or poor performance except as specifically
15 provided in the section on last chance agreements below.

16 3. The Parties acknowledge that, all other things being equal,
17 certain duties imply a higher standard of accountability for compliance with the
18 requirements of this policy than others. These duties include, but are not limited to,
19 the following:

- 20 a. carrying firearms
- 21 b. work in the criminal justice system
- 22 c. responsibility for public safety or the safety of coworkers
- 23 d. handling narcotics or other controlled substances
- 24 e. handling hazardous equipment or materials
- 25 f. influencing the behavior of minors
- 26 g. holding a Commercial Drivers License

27 4. In instances in which the County determines that an employee's
28 conduct warrants termination, and the employee is diagnosed as having a chemical
29 dependency by a Substance Abuse Professional (SAP) as provided for in
30 "Subsection D" below, the County may offer the employee continued employment

1 under the terms of a last chance agreement, an example of which is included as an
2 attachment to this addendum.

3 a. Any Last Chance Agreement will include but not be limited
4 to the following:

5 i. the requirement that the employee enroll,
6 participate in, and successfully complete a treatment program as recommended by
7 the Substance Abuse Professional;

8 ii. the right for the County to administer any number
9 of unannounced follow up drug or alcohol tests at any time during the work day for a
10 period of two (2) years from completion of any required treatment or education
11 program;

12 iii. the signatures of the employee's supervisor, the
13 employee, and the employee's Union representative.

14 b. The offer of a Last Chance Agreement will not set
15 precedent for the discipline of other employees in the future. Any discipline
16 incorporated in a Last Chance Agreement may not be grieved under the provisions of
17 Article 20, Grievance Procedure.

18 D. Mandatory Assessment and Treatment

19
20 1. Employees who are disciplined for conduct which is related to
21 the use of alcohol or drugs may be required to undergo assessment and to complete
22 a program of education and/or treatment prescribed by a Substance Abuse
23 Professional selected by the County. Employees who test positive for alcohol or
24 controlled substances will be required to undergo assessment at the earliest
25 opportunity, regardless of whether disciplinary action has been taken.

26 2. The County will verify employees' attendance, and that the
27 assessment and treatment have been completed. This verification and any other
28 information concerning alcohol and drug dependency will be treated as confidential
29 medical information per applicable state and federal law and County Administrative
30 Procedures.

31 3. Policy on the use of leave for assessment and treatment will be
32 the same as for any other illness.

1 E. Return to Work Testing. Employees who test positive for being “under
2 the influence” of drugs may be required to test negative before returning to work.
3 (Note that Federal law requires CDL holders performing safety sensitive functions to
4 undergo return to work testing after a positive alcohol or drug test.)

5 4. Testing

6 A. Basis for Testing

7 1. All employees may be tested:

8 a. based on reasonable suspicion of being “under the
9 influence” of alcohol or prohibited drugs;

10 b. before returning to work after testing positive for being
11 “under the influence” of alcohol or drugs;

12 c. as part of a program of unannounced follow-up testing
13 provided for in a Last Chance Agreement.

14 2. An employee applying for a different County position will be
15 subject to testing on the same basis, and using the same procedures and methods,
16 as outside applicants.

17 3. Holders of Commercial Drivers Licenses shall be subject to the
18 testing requirements of federal law, in addition to the requirements herein which
19 apply to all employees. For example, unlike other employees, CDL holders will be
20 subject to legally required random testing and testing following certain kinds of
21 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
26 the influence of drugs, controlled substances, or alcohol. Examples include, but are
27 not limited to: slurred speech, alcohol on the breath, loss of balance or coordination,
28 dilated or constricted pupils, apparent hallucinations, high absenteeism or a
29 persistent pattern of unexplained absenteeism, erratic work performance, persistent
30 poor judgment, difficulty concentrating, theft from office or from other persons,

1 unexplained absences during office hours, or employee's admission of use of
2 prohibited substances.

3 b. Lead workers who oversee day to day work activities are
4 "supervisors" for the purposes of establishing reasonable suspicion and directing
5 employees to be tested on that basis. This provision applies to lead workers who
6 supervise or act as lead workers as part of their job description, (such as Corrections
7 Records Supervisors and Maintenance Crew Leaders), as well as to those who
8 receive premium pay under Article 15.12, Lead Assignments.

9 2. Supervisory training. The County will provide training to all
10 supervisors on establishing reasonable suspicion and the nature of alcohol and drug
11 dependency. Supervisors who have not been trained will not have the authority to
12 direct employees to be tested on the basis of reasonable suspicion of being under
13 the influence.

14 3. Additional precautions. Application of the "Reasonable
15 Suspicion" standard to any employee in this bargaining unit shall include the
16 following additional precautions:

17 a. The supervisor shall articulate orally a summary of the
18 specific facts which form the basis for believing that the employee is under the
19 influence of drugs or alcohol; and

20 b. The supervisor shall provide upon request within forty
21 eight (48) hours of the oral determination of "reasonable suspicion" a written
22 specification of the grounds for reasonable suspicion; and

23 c. Except in field or shift circumstances that render contact
24 difficult, no supervisor shall refer an employee for a drug or alcohol test based on
25 "reasonable suspicion" unless the supervisor has consulted with another supervisor
26 or exempt person regarding the grounds for the suspicion.

27 C. Testing Methodology

28 1. Testing procedures for all employees will be governed by the
29 same standards as apply to CDL drivers under federal law. These standards include,
30 but are not limited to, those governing sample acquisition, the chain of custody,
31 laboratory selection, testing methods and procedures, and verification of test results.

1 2. In accordance with CDL standards, the County will contract with
2 a medical doctor trained in toxicology to act as an MRO (Medical Review Officer). He
3 or she will review preliminary positive test results with employees and any relevant
4 health care providers before the results are reported to the County. Based on his or
5 her professional judgment, he or she may change the preliminary test result to
6 negative. The County will not be able to distinguish a test result that is negative by
7 MRO intervention from any other negative result.

8 3. In addition to compliance with federal guidelines, the following
9 safeguards will also be applied:

10 a. Test results will be issued by the MRO or the testing
11 laboratory only to the investigatory or supervisory personnel
12 designated by the County. The results will be sent by certified mail or hand-delivered
13 to the employee within three working days of receipt of results by the County.

14 b. If an employee disagrees with the results of the alcohol or
15 drug test, the employee may request, in writing within five (5) days of receipt of test
16 results, that the sample be re-tested at the employee's expense by the testing
17 laboratory. The result of any such retest will be deemed final and binding and not
18 subject to any further test. Failure to make a timely written request for a retest shall
19 be deemed acceptance of the test results. If an employee requests a retest, any
20 disciplinary action shall be stayed pending the results of the re-testing.

21 c. Test reports are medical records, and will be handled
22 according to applicable state and federal law and County Administrative Procedures
23 which insure the confidentiality of such records.

24 5. Definitions

25 A. Alcohol: Ethyl alcohol and all beverages or liquids containing ethyl
26 alcohol. Levels of alcohol present in the body will be measured using a breathalyzer
27 test.

28 B. Controlled Substance: All forms of narcotics, depressants, stimulants,
29 analgesics, hallucinogens, and cannabis, as classified in Schedules I-V under the
30 Federal Controlled Substances Act (21 USC § 811-812) as modified under ORS

1 475.035, whose sale, purchase, transfer, use, or possession is prohibited or
2 restricted by law.

3 C. County: Multnomah County, Oregon.

4 D. Drug Paraphernalia: Drug paraphernalia means any and all equipment,
5 products, and materials of any kind, as more particularly defined in
6 ORS 475.525(2), which are or can be used in connection with the production,
7 delivery, or use of a controlled substance as that term is defined by ORS 475.005.

8 E. Drug Test: A laboratory analysis of a urine sample to determine the
9 presence of certain prohibited drugs or their metabolites in the body.

10 F. Drugs: Controlled substances, designer drugs (drug substances not
11 approved for medical or other use by the U.S. Drug Enforcement Administration or
12 the U.S. Food and Drug Administration), and/or over-the-counter preparations
13 available without a prescription from a medical doctor that are capable of impairing
14 an employee's mental or physical ability to safely, efficiently, and accurately perform
15 work duties.

16 G. Medical Review Officer (MRO): A medical doctor trained in toxicology
17 who contracts with employers primarily to review positive preliminary drug test results
18 with employees. The MRO determines whether or not the results are likely to have
19 been caused by factors other than drug abuse.

20 H. On Duty: The period of time during which an employee is engaged in
21 activities which are compensable as work performed on behalf of the County, or the
22 period of time before or after work when an employee is wearing a uniform, badge, or
23 other insignia provided by the County, or operating a vehicle or equipment which
24 identifies Multnomah County.

25 I. Prescription Medication: A medication for which an employee is
26 required by law to have a valid, current prescription.

27 J. Reasonable Suspicion of Being Under the Influence of Drugs or
28 Alcohol: See Section 4.B.1.a above.

29 K. Substance Abuse Professional (SAP): A licensed physician, or
30 licensed or certified psychologist, social worker, employee assistance professional, or

1 addiction counselor with knowledge of and clinical experience in the diagnosis and
2 treatment of alcohol and controlled substance-related disorders.

3 L. Under the Influence of Alcohol: See Section 3.B.3a above.

4 M. Under the Influence of Drugs: See Section 3.B.3a above.

LAST CHANCE AGREEMENT

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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.

1 6. It is understood that this agreement constitutes a final warning.

2

3 7. I understand the Employee Assistance Program is available to me should
4 personal problems arise in the future that may have an effect on my ability to remain
5 in compliance with the Drug and Alcohol Policy and/or this agreement.

6

7 8. I realize that violation of the Drug and Alcohol Rules and/or policies at any
8 time in the future is cause for termination.

9

10 9. I realize that my employment will be terminated if I fail to meet the expectations
11 outlined in this Agreement and the letter attached.

12

13 Disciplinary Action

14 I understand that the disciplinary action imposed in the attached letter may not be
15 grieved under the grievance procedure in the ONA contract.

16

17 Personal Commitment

18 I pledge and agree to abide by the terms of this agreement. I understand that a
19 violation of or noncompliance with any of these terms will result in my being
20 terminated. Further, I pledge to remain free of all illegal drugs and also not to abuse
21 legal drugs (including alcohol). I hereby consent to the County's contacting any
22 treatment or health care provider who may have information on my alcohol or drug
23 dependency condition and/or compliance with the terms of this agreement and
24 authorize the provider to furnish such information to the County.

25

26 I understand the terms and conditions of this letter. I also understand that, except as
27 expressly stated in this agreement, my terms and conditions of employment will be
28 determined by the County's policies and rules, and that this agreement does
29 not guarantee me employment for any set period of time. I have had sufficient time
30 to study it away from the work place and to consult anyone I desire about it. I sign it
31 free of any duress or coercion. This letter will become part of my personnel file.

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(Employee)	(Date)	(Exempt Employee With Disciplinary Authority)**	(Date)
------------	--------	--	--------

(Labor Representative) (optional)	(Date)	(Employee's Immediate Exempt Supervisor***)	(Date)
---------------------------------------	--------	--	--------

(Multnomah County Labor Relations, if applicable*)	(Date)		
---	--------	--	--

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. 05-178

Approving the 2005-2007 Labor Agreement Between Multnomah County and the Oregon Nurses Association

The Multnomah County Board of Commissioners Finds:

- a. The 2004-2007 labor agreement between Multnomah County and the Oregon Nurses Association provided for wage reopener and limited reopener on articles. Representatives of Multnomah County and Oregon Nurses Association completed bargaining for a modified labor agreement effective July 1, 2005 - June 30, 2007.
- b. The successor labor agreement was negotiated pursuant to ORS 243.650-243.782.

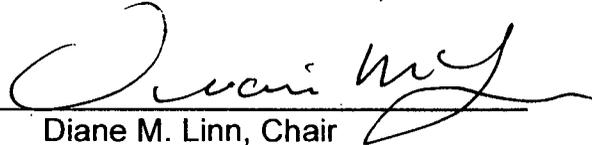
The Multnomah County Board of Commissioners Resolves:

1. The attached 2005-2007 Labor Agreement between Multnomah County and the Oregon Nurses Association is approved with an effective date of July 1, 2005.

ADOPTED this 20th day of October 2005.

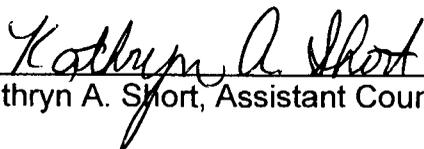


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


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 20th day of October, 2005.

OREGON NURSES ASSOCIATION

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Lauren Fries-Brundidge

Diane Linn, Chair

Janine Tebeau-Jemerson

Maria Rojo de Steffey, Commissioner

Angela Warnock

Serena Cruz, Commissioner

Jim Peterson

Lisa Naito, Commissioner

Laura Adania

Lonnie Roberts, Commissioner

Carol Simmons

NEGOTIATED BY:

Marcia Blaine

Jim Younger, HR Manager
Multnomah County, Oregon

Shelley Garay

REVIEWED:
Agnes Sowle, County Attorney
For Multnomah County, Oregon

Judy Schaffer

NEGOTIATED:

Rob Nosse, Labor Relations
Representative, Oregon Nurses
Association

By _____
Kathryn Short
Assistant County Attorney



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 10/20/05
Agenda Item #: R-8
Est. Start Time: 10:30 AM
Date Submitted: 10/03/05

BUDGET MODIFICATION: -

Agenda Title: **RESOLUTION Approving 2005-2006 Cost of Living Adjustment for the Federation of Oregon Parole and Probation Officers (FOPPO)**

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

Date Requested: October 20, 2005 **Time Requested:** 10 minutes
Department: County Management **Division:** Labor Relations
Contact(s): Travis Graves, HR Director and Rebecca Gabriel, HR Manager Sr.
Phone: (503) 988-5135 **Ext.** 85135 **I/O Address:** 503/400
Presenter(s): Travis Graves, Rebecca Gabriel, Brennan Mitchell, FOPPO

General Information

1. **What action are you requesting from the Board?**
Approval of a Resolution
2. **Please provide sufficient background information for the Board and the public to understand this issue.**
Resolution authorizes a COLA for FOPPO members of 3% effective September 1, 2005
3. **Explain the fiscal impact (current year and ongoing).**
Increases base pay by 3% for a period of 10 months; effective increase of 2.5% for the year
4. **Explain any legal and/or policy issues involved.**
none
5. **Explain any citizen and/or other government participation that has or will take place.**
none

Required Signatures

**Department/
Agency Director:**

David A Boyer

Date: 10/03/05

Budget Analyst:

J. Mark Campbell

Date: 10/03/05

Department HR:

Rebecca Jabril

Date: 10/03/05

Countywide HR:

Carolyn B...

Date: 10/03/05

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approval of 2005-06 COLA for the Federation of Oregon Parole and Probation Officers (FOPPO)

The Multnomah County Board of Commissioners Finds:

- a. The Federation of Oregon Parole and Probation Officers met with Multnomah County representatives to bargain a successor labor agreement over the issue of a Cost of Living Adjustment.
- b. The labor agreement was negotiated pursuant to ORS 243.650-243.782.

The Multnomah County Board of Commissioners Resolves:

1. A three percent 2005-2006 COLA for the Federation of Oregon Parole and Probation Officers is approved with an effective date of September 1, 2005.

ADOPTED this 20th day of October, 2005.

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*
Kathryn A. Short, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 05-179

Approving 2005-2006 Cost of Living Adjustment (COLA) for the Federation of Oregon Parole and Probation Officers (FOPPO)

The Multnomah County Board of Commissioners Finds:

- a. The Federation of Oregon Parole and Probation Officers met with Multnomah County representatives to bargain a successor labor agreement over the issue of a Cost of Living Adjustment.
- b. The labor agreement was negotiated pursuant to ORS 243.650-243.782.

The Multnomah County Board of Commissioners Resolves:

1. A three percent 2005-2006 COLA for the Federation of Oregon Parole and Probation Officers is approved with an effective date of September 1, 2005.

ADOPTED this 20th day of October, 2005.

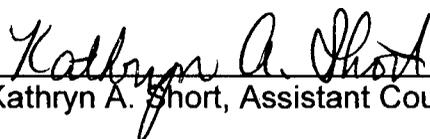


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Kathryn A. Short, Assistant County Attorney



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 10/20/05
Agenda Item #: R-9 through R-11
Est. Start Time: 10:35 AM
Date Submitted: 10/13/05

**BUDGET MODIFICATIONS: Mid Year
MCSO-01; DSCP-17 and HD-14 (see listing
below)**

**Agenda Title: Budget Modifications to Implement Mid-Year Restorations (Postponed from
October 13, 2005)**

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

Date Requested:	<u>October 20, 2005</u>	Time Requested:	<u>30 Minutes</u>
Department:	<u>County Management</u>	Division:	<u>Budget Office</u>
Contact(s):	<u>Mark Campbell</u>		
Phone:	<u>503 988-3312</u>	Ext.	<u>24213</u>
		I/O Address:	<u>501/531</u>
Presenter(s):	<u>Budget Office and Departmental Staff</u>		

General Information

1. What action are you requesting from the Board?

Approval of a Resolution Supporting Oregon Science & Technology Partnership Economic Development Efforts in East Multnomah County and 16 budget modifications to implement mid-year budget changes. These budget modifications reflect a variety of adjustments to department budgets. The policy issues being implemented by these budget modifications have been discussed at two worksessions of the Board of County Commissioners.

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

The Board of County Commissioners received a briefing on September 20th that detailed revenue reductions resulting from adoption of the FY 05-07 state budget. At that time, the Budget Office also presented a list of items that needed to be funded in order to bring expenditures into alignment with the program offers included in the FY 05-06 county budget.

The 16 budget modifications being considered at this time are being funded with unanticipated

General Fund carryover. Based on our analysis of year-end revenues and expenditures it appears the General Fund will have approximately \$12.4 million more than assumed in the FY 05-06 budget.

The Board of County Commissioners has been briefed on the policy implications of backfilling the state funded programs. These programs were considered for funding in order to avoid disruptions in services that ranked highly in the Board's priority setting process. It is expected that the programs being funded through these budget modifications will be considered for funding along with all the other programs supported by the General Fund in FY 06-07.

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

The General Fund will supplant some state funds that had been budgeted by departments. The state budget reductions total to \$5.7 million. Any General Fund backfill is intended to be a one-time-only expense in the current fiscal year.

General Fund expenditures will be increased by \$4,700,000 in FY 05-06. Approximately \$2 million of that total could be considered as an ongoing expense.

It is anticipated that the expenditures associated with these budget modifications will be incorporated into program offers in FY 06-07.

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

N/A

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

The Board held two work sessions, on September 20, 2005 and October 4, 2005, to hear departmental analysis and recommendations related to these state budget reductions, and to discuss the policy implications of the associated service reductions. These budget modifications implement the policy direction expressed at those two work sessions.

MidYear MCSO-01 Reducing State Department of Corrections Funding of \$835,138 to the Sheriff's Office, and restoring \$457,000 from the General Fund Contingency for the Furlough Supervision Program and to extend transition funding for the Close Street Supervision program through October, 2005

MidYear DSCP-17 Appropriating \$50,000 from General Fund Contingency for Administrative Costs Associated with the Transfer of housing to the Housing Authority

MidYear HD-14 Consider Program Alternatives for State Healthy Start Revenue Loss of \$386,842

Required Signatures

**Department/
Agency Director:**

David A. Boyer

Date: 10/06/05

Budget Analyst:

J. Mark Campbell

Date: 10/06/05

Department HR:

Date:

Countywide HR:

Date:

Budget Modification or Amendment ID: **MCSO-01****EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	19	1000			950001000		60470	-	(457,000)	(457,000)		Contingency
2									0			
3	60-30	32137				SOSB1145.MCSO	50180	(8,020,564)	(7,185,426)	835,138		SB1145 Revenue
4	60-30	32137				SOSB1145.MCSO	60000	3,623,538	3,116,404	(507,134)		Permanent
5	60-30	32137				SOSB1145.MCSO	60130	1,460,819	1,293,617	(167,202)		Salary-Related
6	60-30	32137				SOSB1145.MCSO	60140	906,174	783,634	(122,540)		Insurance
7	60-30	32137				SOSB1145.MCSO	60250	609,414	606,349	(3,065)		Food
8	60-30	32137				SOSB1145.MCSO	60350	49,179	43,979	(5,200)		Central Indirect
9	60-30	32137				SOSB1145.MCSO	60355	283,722	253,724	(29,998)	(0)	Dept Indirect
10									0			
11	60-30	1000					601422	5,417,901	5,925,035	507,134		Permanent
12	60-30	1000					601422	101,298	165,268	63,970		Premium
13	60-30	1000					601422	1,944,930	2,112,132	167,202		Salary-Related
14	60-30	1000					601422	1,196,449	1,318,989	122,540	860,846	Insurance
15									0			
16									0			
17	60-30	1000					601476		113,151	113,151		Permanent
18	60-30	1000					601476		6,057	6,057		Overtime
19	60-30	1000					601476		1,283	1,283		Premium
20	60-30	1000					601476		43,779	43,779		Salary Related
21	60-30	1000					601476		31,735	31,735		Insurance
22	60-30	1000					601476		3,995	3,995	200,000	Rentals
23									0			
24	60-30	1000					601330	612,202	77,694	(534,508)		Permanent
25	60-30	1000					601330	212,249	36,021	(176,228)		Salary Related
26	60-30	1000					601330	142,980	20,490	(122,490)		Insurance
27	60-30	1000					601330	15,872	0	(15,872)		Prof. Svcs
28	60-30	1000					601330	2,519	2,089	(430)		Printing
29	60-30	1000					601330	13,653	1,735	(11,918)	(861,446)	Supplies
										(257,600)	199,400	Total - Page 1
										0	457,000	GRAND TOTAL

Budget Modification or Amendment ID: **MCSO-01****EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
30	60-30	1000			FSP		60000	0	154,713	154,713		Permanent
31	60-30	1000			FSP		60110	0	1,000	1,000		Overtime
32	60-30	1000			FSP		60130	0	50,062	50,062		Salary Related
33	60-30	1000			FSP		60140	0	40,229	40,229		Insurance
34	60-30	1000			FSP		60170	0	5,000	5,000		Professional Svcs
35	60-30	1000			FSP		60180	0	410	410		Printing
36	60-30	1000			FSP		60200	0	2,400	2,400		Communications
37	60-30	1000			FSP		60220	0	500	500		Repairs and Maint
38	60-30	1000			FSP		60230	0	100	100		Postage
39	60-30	1000			FSP		60240	0	2,000	2,000		Supplies
40	60-30	1000			FSP		60260	0	900	900		Education/Training
41	60-30	1000			FSP		60340	0	100	100		Dues & Subscriptions
42	60-30	1000			FSP		60370	0	186	186	257,600	Telecommunications
43									0			
44	72-10	3500			705210		50316		50,526	50,526		Decrease Ins Rev
45	72-10	3500			705210		60330		(50,526)	(50,526)		Increase Offsetting Exp
46									0			
47	19	1000			9500001000		50310		5,200	5,200		Decrease Ind Rev
48	19	1000			9500001000		60470		(5,200)	(5,200)		Contingency

Budget Modification ID: **MY DSCP 17**

EXPENDITURES & REVENUES

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Budget/Fiscal Year: 2006

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	21-64	1000	20			SCPCHHFB.CGF	60160	-	50,000	50,000		Housing Asst to City
2	19	1000	20		9500001000		60470		(50,000)	(50,000)		Reduce Contingency
3									0			
4									0			
5									0			
6									0			
7									0			
8									0			
9									0			
10									0			
11									0			
12									0			
13									0			
14									0			
15									0			
16									0			
17									0			
18									0			
19									0			
20									0			
21									0			
22									0			
23									0			
24									0			
25									0			
26									0			
27									0			
28									0			
29									0			
										0	0	Total - Page 1
										0	0	GRAND TOTAL

BOGSTAD Deborah L

From: CRUZ Serena M
Sent: Friday, October 14, 2005 8:23 AM
To: NEBURKA Julie Z
Cc: BOGSTAD Deborah L
Subject: RE: Agenda Item R-10 for October 20th

Don't worry about it Julie. I'll take care of it. Serena

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

From: NEBURKA Julie Z
Sent: Thu 10/13/2005 4:36 PM
To: BOGSTAD Deborah L; ROBERTS Lonnie J; NAITO Lisa H; CRUZ Serena M; ROJO DE STEFFEY Maria; LINN Diane M
Cc: CAMPBELL Mark; DARGAN Karyne A; WALKER Gary R; NAITO Terri W; CARROLL Mary P; ROMERO Shelli D; BELL Iris D; TINKLE Kathy M
Subject: Agenda Item R-10 for October 20th

Hi all,

At this morning's Board meeting, I told you we had omitted one of the "fix-it" items, a one-time \$50,000 appropriation to DSCP to cover administrative costs related to transferring a housing program to the Housing Authority of Portland. **I was wrong—the \$50,000 item was included in a bud mod that you approved this morning, agenda item R-31, MidYear DSCP-13.** I've attached the bud mod with the relevant lines highlighted in yellow, FYI.

Therefore, since you have already approved the \$50,000, you do not need to consider item R-10 on next week's agenda. If one of you would move to postpone that item indefinitely, I'd appreciate it.

Thanks, and sorry for the confusion!

Julie

10/17/2005

BOGSTAD Deborah L

From: BOGSTAD Deborah L
Sent: Tuesday, October 25, 2005 5:09 PM
To: ELKIN Christian
Subject: Help please on MidYear MCSO-01 bud mod - Board Amendment language

Christian, I need more help with MidYear MCSO-01 budget modification. Commissioner Cruz wasn't super specific on her motions and I want to make sure I'm not making an error on my minutes. Here's what I think it should say for the first amendment, approved 4-1 with Chair Linn voting no: Commissioner Cruz moved to "exclude funding for the Furlough Supervision Program Restoration" I added the underlined words. Let me know if you think that's okay or suggest some other language.

On the second amendment, unanimously approved: Commissioner Cruz moved to "remove the Close Street Supervision Program" I think it should say something like Commissioner Cruz moved to "remove transition funding for the Close Street Supervision Program" What do you think? Thanks for your help.

P.S. What is the name of the MCSO budget person who was at the table on Thursday? I know her, I am just having the biggest mental block on her name. Thanks again Christian!!

Deb Bogstad, Board Clerk
Multnomah County Commissioners
501 SE Hawthorne Boulevard, Suite 600
Portland, Oregon 97214-3587
(503) 988-3277 phone
(503) 988-3013 fax
deborah.l.bogstad@co.multnomah.or.us
<http://www.co.multnomah.or.us/cc/index.shtml>

DEB'S DRAFT
LANGUAGE OK'D
By Commissioner
Cruz 10-25-05

BOGSTAD Deborah L

From: ELKIN Christian
Sent: Wednesday, October 26, 2005 1:52 PM
To: BOGSTAD Deborah L
Cc: HOPPEL Michelle L
Subject: MY 01 MCSO Furlough Supervision & Close Street-REVISED 10-26-05.xls
Importance: High

Hi Deb-

Attached you will find the 3 revised bud mods per BCC action on 10-21-05. The bud mods are in 3 separate tabs as follows:

Tab 1 - SB1145 State Reductions (Approved by the BCC)

Tab 2 - Close Street Supervision (Held over by BCC)

Tab 3 - Furlough Supervision (Held over by BCC)

Please let me know if you need anything else. Thanks so much.

Budget Modification: **MY MCSO-01 - Furlough Supervision****EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	19	1000			950001000		60470	-	(257,000)	(257,000)	(257,000)	Contingency

EXPENDITURES & REVENUES

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func. Area	Term Orde	Accounting Unit			Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Cost Center	WBS Element	Cost Element					
1	21-63	20250	40			SCPCPIDP.PDXCDBG	60160	89,418	0	(89,418)	0	Pass Thru and Pgm Suppt
2	21-63	20250	40			SCPCPIDP.PDXCDBG	50195	(89,418)	0	89,418	0	IG-OP-Fed thru Other
3									0			
4	21-64	27190	40			SCPCHHHY.PDXGF	60160	638,421	640,000	1,579		Pass Thru and Pgm Suppt
5	21-64	27190	40			SCPCHHHY.PDXGF	50200	(638,421)	(640,000)	(1,579)	0	IG-OP-Other
6									0			
7	21-64	27190	40			SCPCHHMF.PDXGF	60160	25,984	20,000	(5,984)		Pass Thru and Pgm Suppt
8	21-64	27190	40			SCPCHHMF.PDXGF	50200	(25,984)	(20,000)	5,984	0	IG-OP-Other
9									0			
10	21-63	23980	40			SCPCPIEC.OCCF.GS	60160	202,244	177,516	(24,728)		Pass Thru and Pgm Suppt
11	21-63	23980	40			SCPCPIEC.OCCF.GS	50180	(202,244)	(177,516)	24,728	0	IG-OP-Direct State
12									0			
13	21-78	23470	40			SCPSP.SSS.OCCF.CYF	60160	174,990	151,818	(23,172)		Pass Thru and Pgm Suppt
14	21-78	23470	40			SCPSP.SSS.OCCF.CYF	50180	(174,990)	(151,818)	23,172	0	IG-OP-Direct State
15									0			
16	21-64	23940	40			SCPCHHMF.SHAP.AD	60000	5,113	685	(4,428)		Permanent Personnel
17	21-64	23940	40			SCPCHHMF.SHAP.AD	60130	1,563	200	(1,363)		Salary Related Expenses
18	21-64	23940	40			SCPCHHMF.SHAP.AD	60140	1,195	193	(1,002)		Insurance Benefits
19	21-64	23940	40			SCPCHHMF.SHAP.AD	60350	640	560	(80)		Central Indirect
20	21-64	23940	40			SCPCHHMF.SHAP.AD	60355	6,427	5,625	(802)		Dept Indirect
21	21-64	23940	40			SCPCHHMF.SHAP.AD	60360	2,209	2,093	(116)		Shared Services Finance
22	21-64	23940	40			SCPCHHMF.SHAP.AD	60365	153	2	(151)		Shared Services HR
23	21-64	23940	40			SCPCHHMF.SHAP.AD	50180	(17,300)	(9,358)	7,942	0	IG-OP-Direct State
24									0			
25	21-64	23940	40			SCPCHHMF.SHAP	60160	90,550	85,070	(5,480)		Pass Thru and Pgm Suppt
26	21-64	23940	40			SCPCHHMF.SHAP	50180	(90,550)	(85,070)	5,480	0	IG-OP-Direct State
27									0			
28	21-64	24480	40			SCPCHHMF.EHA.HSP.M	60160	70,683	72,363	1,680		Pass Thru and Pgm Suppt
29	21-64	24480	40			SCPCHHMF.EHA.HSP.M	50180	(70,683)	(72,363)	(1,680)	0	IG-OP-Direct State
									0	0	0	Total - Page 1
									0	0	0	GRAND TOTAL

EXPENDITURES & REVENUES

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func. Area	term Orde	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Cost Center	WBS Element						
30	21-64	24480	40			SCPCHHHF.EHA.AD	60000	3,911	5,123	1,212		Permanent Personnel
31	21-64	24480	40			SCPCHHHF.EHA.AD	60130	1,195	1,565	370		Salary Related Expenses
32	21-64	24480	40			SCPCHHHF.EHA.AD	60140	914	1,198	284		Insurance Benefits
33	21-64	24480	40			SCPCHHHF.EHA.AD	60350	3,757	3,851	94		Central Indirect
34	21-64	24480	40			SCPCHHHF.EHA.AD	60355	37,743	38,687	944		Dept Indirect
35	21-64	24480	40			SCPCHHHF.EHA.AD	60360	13,957	14,380	423		Shared Services Finance
36	21-64	24480	40			SCPCHHHF.EHA.AD	60365	116	148	32		Shared Services HR
37	21-64	24480	40			SCPCHHHF.EHA.AD	50180	(61,593)	(64,952)	(3,359)	0	IG-OP-Direct State
38									0			
39	21-64	24480	40			SCPCHHHF.EHA	60160	359,157	398,094	38,937		Pass Thru and Pgm Suppt
40	21-64	24480	40			SCPCHHHF.EHA	50180	(359,157)	(398,094)	(38,937)	0	IG-OP-Direct State
41									0			
42	21-64	21480	40			SCPCHHHF.HSP.AD	60000	839	844	5		Permanent Personnel
43	21-64	21480	40			SCPCHHHF.HSP.AD	60350	633	645	12		Central Indirect
44	21-64	21480	40			SCPCHHHF.HSP.AD	60355	6,366	6,477	111		Dept Indirect
45	21-64	21480	40			SCPCHHHF.HSP.AD	60360	2,347	2,407	60		Shared Services Finance
46	21-64	21480	40			SCPCHHHF.HSP.AD	60365	26	25	(1)		Shared Services HR
47	21-64	21480	40			SCPCHHHF.HSP.AD	50190	(10,687)	(10,874)	(187)	0	IG-OP-Fed thru State
48									0			
49	21-64	21480	40			SCPCHHHF.HSP	60160	96,183	97,863	1,680		Pass Thru and Pgm Suppt
50	21-64	21480	40			SCPCHHHF.HSP	50190	(96,183)	(97,863)	(1,680)	0	IG-OP-Fed thru State
51									0			
52	21-64	23930	40			SCPCHHEMS.LIRHF.AD	60350	662	284	(378)		Central Indirect
53	21-64	23930	40			SCPCHHEMS.LIRHF.AD	60355	3,979	2,857	(1,122)		Dept Indirect
54	21-64	23930	40			SCPCHHEMS.LIRHF.AD	60360	2,485	0	(2,485)		Shared Services Finance
55	21-64	23930	40			SCPCHHEMS.LIRHF.AD	50180	(7,126)	(3,141)	3,985	0	IG-OP-Direct State
56									0			
57	21-64	23930	40			SCPCHHCV.LIRHF	60160	101,835	50,918	(50,917)		Pass Thru and Pgm Suppt
58	21-64	23930	40			SCPCHHCV.LIRHF	50180	(101,835)	(50,918)	50,917	0	IG-OP-Direct State
										0	0	Total - Page 2
										0	0	GRAND TOTAL

EXPENDITURES & REVENUES

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func. Area	Term Orde	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Cost Center	WBS Element						
59	21-63	1000	40			SCPCPIEC.CGF	60160	1,292,345	1,317,073	24,728	24,728	Pass Thru and Pgm Suppt
60									0			
61	21-78	1000	40			SCPSP.SSS.CGF	60160	1,636,865	1,660,037	23,172	23,172	Pass Thru and Pgm Suppt
62									0			
63	21-64	1000	40			SCPCHHCV.CGF	60155	0	233,057	233,057		Direct Client Assistance
64	21-64	1000	40			SCPCHHCV.CGF	60160	182,140	0	(182,140)	50,917	Pass Thru and Pgm Suppt
65									0			
66	21-64	1000	40			SCPCHHEMS.CGF	60360	19,186	21,671	2,485		Shared Services Finance
67	21-64	1000	40			SCPCHHEMS.CGF	60160	0	50,000	50,000	52,485	Pass Thru and Pgm Suppt
68									0			
69	21-64	1000	40			SCPCHHMF.CGF	60160	168,554	183,916	15,362		Pass Thru and Pgm Suppt
70	21-64	1000	40			SCPCHHMF.CGF	60000	209,707	212,918	3,211		Permanent Personnel
71	21-64	1000	40			SCPCHHMF.CGF	60130	64,108	65,101	993		Salary Related Expenses
72	21-64	1000	40			SCPCHHMF.CGF	60140	44,948	45,666	718		Insurance Benefits
73	21-64	1000	40			SCPCHHMF.CGF	60360	3,088	2,721	(367)		Shared Services Finance
74	21-64	1000	40			SCPCHHMF.CGF	60365	5,346	5,466	120	20,037	Shared Services HR
75									0			
76	21-02	1000	40			SCPOP.CGF	50370	(580,684)	(579,815)	869	869	Dept Indirect Revenue
77									0			
78	19	1000	20		9500001000		50310		352	352		Intl Svc Reimburse
79	19	1000	20		9500001000		60470		(172,560)	(172,560)	(172,208)	Contingency
80									0			
81									0			
82									0			
83									0			
84									0			
85									0			
86									0			
87									0			
									0		0	Total - Page 3
									0		0	GRAND TOTAL

BOGSTAD Deborah L

From: NEBURKA Julie Z
Sent: Thursday, October 13, 2005 4:12 PM
To: BOGSTAD Deborah L
Subject: RE: MY 17 DSCP Housing.xls

I would be happy to do that—thanks,

Julie

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

From: BOGSTAD Deborah L
Sent: Thursday, October 13, 2005 4:10 PM
To: NEBURKA Julie Z; MCGILLIVARY Heather C
Cc: CAMPBELL Mark; HAY Ching L; TINKLE Kathy M; DARGAN Karyne A
Subject: RE: MY 17 DSCP Housing.xls

The good news is – you can do a minor tweak and bud mod the \$50,000 to me!! (just kidding)
The bad news is the agenda has already gone out in cyberspace to all my email customers,
my fax customers have gotten it and the US mail has already been picked up. SOOOOOOOOO
we will just have to let the Commissioners know that R-10 is a “postpone indefinitely” at the
meeting next Thursday. Julie do you want to do a different email to the Board to let them know
what’s up – with a cc to me for the permanent record? Thank you so much!!

Deb Bogstad, Board Clerk
Multnomah County Commissioners
501 SE Hawthorne Boulevard, Suite 600
Portland, Oregon 97214-3587
(503) 988-3277 phone
(503) 988-3013 fax
deborah.l.bogstad@co.multnomah.or.us
<http://www.co.multnomah.or.us/cc/index.shtml>

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

From: NEBURKA Julie Z
Sent: Thursday, October 13, 2005 4:02 PM
To: MCGILLIVARY Heather C
Cc: BOGSTAD Deborah L; CAMPBELL Mark; HAY Ching L; TINKLE Kathy M; DARGAN Karyne A
Subject: RE: MY 17 DSCP Housing.xls

Well, now that I’m thinking clearly, I can see that you are absolutely right. The good news is—
the Board approved your bud mod, so no further bud mods are needed.

Deb, I’m afraid that once again I have ruined your afternoon (and Ching’s) for no good reason.
I’m sorry about that—I definitely owe you in a big, major way! We’ll need to pull R-10 off next
week’s agenda.

Thanks everyone,

10/13/2005

Julie

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

From: MCGILLIVARY Heather C
Sent: Thursday, October 13, 2005 3:39 PM
To: NEBURKA Julie Z
Cc: CAMPBELL Mark; HAY Ching L; TINKLE Kathy M
Subject: RE: MY 17 DSCP Housing.xls
Importance: High

The budget modification that I sent you does include the \$50,000.

The coding on the budmod Ching prepared is not correct.

You can either use the budmod that I sent you (which includes all of the coding and amounts, including the \$50,000) or you can discard it and I will resend it to you as two separate budmods.

Please let me know which option you would prefer.

Thanks!

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

From: NEBURKA Julie Z
Sent: Thursday, October 13, 2005 3:30 PM
To: MCGILLIVARY Heather C
Cc: CAMPBELL Mark; HAY Ching L; TINKLE Kathy M
Subject: MY 17.DSCP Housing.xls

Hi Heather--as you've learned, I neglected to prepare a bud mod for today's Board meeting for the \$50,000 that the Board wanted to spend for transferring DSCP's housing program to HAP. In order to get the agenda out for next week, the Board Clerk needed a bud mod right away, so Ching was kind enough to prepare the attached bud mod, and it is what will be in front of the Board next week.

If the wbs element is wrong, we can prepare an internal bud mod to move it into the right place.

Please give me a call if you have any questions,

Thanks,

J.



Commission On Children, Families & Community
of Multnomah County

421 SW Sixth Ave, 6th Floor
Portland, OR 97204
503.988.4502/fax: 503.988.5538
www.ourcommission.org

Making Multnomah County a Great Place to
Grow Up and Live

TO: Board of County Commissioners
FROM: Wendy Lebow, Director
DATE: October 11, 2005
SUBJECT: Healthy Start Budget Reduction Options

Attached find a chart of three options for ways that Healthy Start services and costs could be reduced, per our agreement to provide this for you.

Each of the three options provides a method to address the loss to Multnomah County Healthy Start of \$386,841 in the State General Fund allocation. Each option involves a significant loss in related Medicaid dollars.

The Health Department, IRCO and Morrison Center have provided data throughout this process. Their cooperation and open-ness to finding solutions are greatly appreciated.

The volunteer Board of the Commission on Children, Families and Community, in its role to advise you on funding that comes through the CCFC, has developed a recommendation. The CCFC Board recommends, if a reduction is unavoidable, that "Option 1: Screening and Administration," be selected.

Finally, the CCFC acknowledges the high quality work and excellent outcomes that are being realized with the families served in Healthy Start. We have a great local program and commend all involved.

We look forward to having the opportunity to talk with you further. Please let me know if you have any questions, at (503) 988-6981.

cc: CCFC Board
Health Department
IRCO
Morrison
Child, Youth, & Family Network

Carla Piluso, Chair • Wendy Lebow, Director • Pauline Anderson • Rich Brown
Diane Cohen-Alpert • Carol Cole • Monica Ford • Joanne Fuller • Leslie Garth-Clark • Carolyn Graf
Kamron Graham • Pam Greenough • Alissa Keny-Guyer • Janet Kretzmeier • Bryan Lewis • Diane Linn
Antonia Maurer • Georgia McQueen • Steve March • Marilyn Miller • Emily Ryan • Consuelo Saragoza
Michael L. Taylor • Nan Waller • Karla Wenzel • Thomas Wright • Duncan Wyse

Multnomah County Commission on Children, Families and Community
Healthy Start Budget:
Options to Implement \$386,841 State Budget Reduction in FY05-06
10/11/05

	OPTION 1 Screening and Administration	OPTION 2 Nurse-Family Partnership	OPTION 3 Across-the-Board
Proposed Reduction & Medicaid Impact Amount	<p>Health Department – Reduce Welcome Baby screening staff by 50%. Currently 6.4 FTE nurses and community health workers provide this function. Reduce administrative/ management costs (\$46,000). These cuts to Screening and Administration would result in a loss of 3.75 FTE. Reduction: \$366,000 Medicaid impact: \$178,000</p> <p>Morrison- Reduce administrative costs at Morrison. Reduction: \$20,000</p> <p>TOTAL Dollars Lost: \$564,000</p>	<p>Health Department - Reduce Nurse Family Partnership (NFP) team. The proposed cuts would result in a loss of 6.73 FTE. Reduction: \$386,841 Medicaid impact: \$229,848</p> <p>TOTAL Dollars Lost: \$616,688</p>	<p>Reduce each program proportionately to their funding allocation.</p> <p>Health Department – An across the board cut would result in a loss of approximately 3.0 FTE. Reduction: \$212,763 Medicaid impact: \$153,250</p> <p>IRCO – Reduce 1.0 FTE Family Support Worker, 0.2 FTE Clerical, and related M&S and indirect costs. Reduction: \$58,026 Medicaid impact: \$ 4,600</p> <p>Morrison- Reduce 2.0 FTE Family Support Workers, 0.5 FTE program administration and supervision. Reduction: \$116,052 Medicaid impact: \$ 9,200</p> <p>TOTAL Dollars Lost: \$553,891</p>
Programmatic Impact	<p>In FY 04/05, 2,209 new mothers were contacted at the hospital, 1,856 were assessed and 1,294 were referred for services based on concerns identified during the assessment. Reducing screening services by half would mean 650 first time parents and their newborns would not be identified early and engaged in needed services.</p> <p>The Welcome Baby component is a key strategy in the Early Childhood Framework to “conduct visits for all newborns linking families to needed supports.”</p>	<p>This would mean loss of services to 205 pregnant & postpartum women and their infants.</p> <p>NFP is a best practice model that has been identified by the Council for Excellence in Government as having “major impacts on life outcomes of the mothers and their children.” NFP model was identified in the Multnomah County community planning process for Healthy Start as one of the service models this community wanted to provide with HS funds.</p>	<p>Health Department – Reduction in Welcome Baby, NFP and CHN support to community based Family Support teams including: 380 fewer hospital assessments with 165 families not identified for services, 25 pregnant women and their infants not receiving NFP services and 100 families in IRCO and Morrison services not receiving health consultation services from CHN</p> <p>IRCO – 20 fewer families receiving intensive home visiting services</p> <p>Morrison- 40 fewer families receiving intensive home visiting services</p>

	OPTION 1 Screening and Administration	OPTION 2 Nurse-Family Partnership	OPTION 3 Across-the-Board
CCFC Assumptions Used in Analyzing the Options	<p>A. The funder of Healthy Start, Oregon Commission on Children and Families (OCCF), provided written guidance (dated 9/29/05) for prioritizing the Phase 1 funding reduction.</p> <ol style="list-style-type: none"> Prioritize intensive services to families. OCCF urges examination of the screening function and cites a variety of effective and low-cost options. Screening is designed to be a relatively low-cost process. All counties need to make changes to assure that "the bulk of state funding goes to intensive services." Focus on core staffing of Healthy Start. State funding for Healthy Start is designed to include core staff: family support workers, assessment workers, supervisors, program managers and support staff. "The higher costs for additional specialists in early learning, nursing, social work, mental health, etc. are not included in the basic Healthy Start program funding structure even though their work is important." Anticipate the program directions for Phase II to the degree possible (implementation is July 2006). <p>B. Multnomah Commission on Children, Families and Community (CCFC), in 2004, adopted funding criteria. The criteria give guidance to the volunteer board in creating their recommendations on funding increases or decreases. The following three criteria, in particular, were central to the CCFC board's deliberations on this funding reduction:</p> <ol style="list-style-type: none"> Service components are supported by research or proven program models. Program makes a meaningful difference with participants. Is the program achieving the intended results and outcomes? Program fits within funding guidelines and requirements. Is program in compliance with funding requirements? Does program fit in with local agreements/plans for this funding source? 		
CCFC Analysis & Recommendation	<p>Concerns about this option:</p> <ol style="list-style-type: none"> It represents a loss of Medicaid revenues that is very concerning. A far lower level of Medicaid dollars would be captured with a different screening system. Any reduction in administrative dollars is a potential hardship on a service provider. <p>How this option developed:</p> <ol style="list-style-type: none"> Preserves intensive home visiting services by all three providers (Health Department, IRCO & Morrison). Family Support Teams are now full, reducing the need for the number of screens that take place. Holds harmless IRCO – given its small allocation, there is a concern that any reduction would jeopardize its ability to function. IRCO's family retention length is the longest among the providers, and they serve hard-to-reach culturally and ethnically diverse families. More cost-effective options exist for screening. There is a broad-based desire to conduct more prenatal screenings. 	<p>Concerns about this option:</p> <ol style="list-style-type: none"> Cuts intensive services for families. Community planning process explicitly chose this model to fund. Would lose extensive Medicaid dollars it leverages. <p>How this option developed: The NFP team provides services via the nurse home visiting services model. This is not considered Healthy Start "core staff" by the funder and may not fare well in Phase II planning process.</p> <p><u>Note:</u> NFP staff are required to do duplicative, extensive paperwork for both NFP and Healthy Start requirements.</p>	<p>Concerns about this option:</p> <ol style="list-style-type: none"> This "thins the soup" rather than taking into account funder and local priorities. Cuts into intensive services to families. Are unsure whether IRCO could maintain a program at this level, given its already small size. Loss of Medicaid dollars <p>How this option developed: An across-the-board cut, as identified by the service providers themselves, was a good starting point for consideration.</p>

BOGSTAD Deborah L

From: NEBURKA Julie Z
Sent: Tuesday, October 18, 2005 4:06 PM
To: BURDINE Angela L; HANSELL Lisa M; WALLINDER Janet L; LEBOW Wendy C; SHIRLEY Lillian M
Cc: DARGAN Karyne.A; BOGSTAD Deborah L
Subject: Procedural information for Healthy Start item on Thursday's Board Agenda
Importance: High

Hi all,

Several of you have wondered whether or not—procedurally—the Board could approve a bud mod to partially backfill the state healthy start cut when it considers your options on Thursday. The answer is yes. Here's how that would work.

1. The agenda for Thursday already provides notice for a bud mod:

*R-11 MidYear HD-14 Consider Program Alternatives for State Healthy Start Revenue Loss of \$386,842
[Postponed from October 13, 2005]*

2. The Health Department should prepare a bud mod with some amount of backfill. I know you've all met with the Commissioners, so you may have some idea of the amount they might be willing to approve. If so, use that amount. Bring copies for the Boardroom audience.

3. If, after the Board has reviewed the different Healthy Start options, it wants to approve a bud mod to backfill, you'll have one ready, and they can vote on it. If the Board agrees to a different amount than what you've prepared, they can change the amount by a voice vote—i.e., they can say something like "we approve bud mod MidYear HD-14, except we want the General Fund backfill amount changed from \$XXX,XXX to \$YYY,YYY."

Clear as mud? If you have any questions, please let me know before the end of the day tomorrow (Oct. 19th). I'll be on vacation from Thursday through the end of the month! Deb, if I've characterized anything incorrectly, please let me know.

Thanks,
Julie, x27351

10/18/2005

BOGSTAD Deborah L

From: NEBURKA Julie Z
Sent: Wednesday, October 19, 2005 4:17 PM
To: ROBERTS Lonnie J; NAITO Lisa H; CRUZ Serena M; ROJO DE STEFFEY Maria; LINN Diane M
Cc: BOGSTAD Deborah L; DARGAN Karyne A; BURDINE Angela L; HANSELL Lisa M; LEBOW Wendy C; WALLINDER Janet L; SHIRLEY Lillian M; WALKER Gary R; NAITO Terri W; CARROLL Mary P; ROMERO Shelli D; BELL Iris D
Subject: BudMod-06-xx-Healthy Start Contingency funding.xls

Hi all,

Attached is the bud mod for Healthy Start that you will be considering at tomorrow's board meeting. *Note that this is just the bud mod*--put another way: it contains only numbers and accounting codes. It shows a state revenue reduction of \$386,842, and a one-time-only General Fund contribution of \$300,000. The Health Department will discuss this proposal, the numbers, and associated service impacts during their presentation tomorrow.

Thanks,
Julie

10/19/2005

EXPENDITURES & REVENUES

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	40-47	32049				4CA35-1		(2,109,270)	(1,722,428)	386,842		Reduction in Grant revenue due to mid year State cuts
2	40-47	32049	0030			4CA35-1	60000	683,720	473,754	(209,966)		
3	40-47	32049	0030			4CA35-1	60120	39,980	24,086	(15,894)		
4	40-47	32049	0030			4CA35-1	60130	209,210	145,382	(63,828)		
5	40-47	32049	0030			4CA35-1	60140	163,845	114,634	(49,211)		
6	40-47	32049	0030			4CA35-1	60170	2,584	(1,726)	(4,310)		
7	40-47	32049	0030			4CA35-1	60180	2,998	1,210	(1,788)		
8	40-47	32049	0030			4CA35-1	60240	8,405	4,427	(3,978)		
9	40-47	32049	0030			4CA35-1	60260	3,114	2,516	(598)		
10	40-47	32049	0030			4CA35-1	60270	24,002	15,665	(8,337)		
11	40-47	32049	0030			4CA35-1	60350	11,477	9,157	(2,320)		
12	40-47	32049	0030			4CA35-1	60355	121,130	97,395	(23,735)		
13	40-47	32049	0030			4CA35-1	60370	12,448	9,571	(2,877)		
14	40-47	1000	0030			4CA35-GF	60000		161,104	161,104		
15	40-47	1000	0030			4CA35-GF	60120		12,546	12,546		
16	40-47	1000	0030			4CA35-GF	60130		48,892	48,892		
17	40-47	1000	0030			4CA35-GF	60140		37,623	37,623		
18	40-47	1000	0030			4CA35-GF	60170		4,310	4,310		
19	40-47	1000	0030			4CA35-GF	60180		1,788	1,788		
20	40-47	1000	0030			4CA35-GF	60240		3,828	3,828		
21	40-47	1000	0030			4CA35-GF	60260		448	448		
22	40-47	1000	0030			4CA35-GF	60270		7,339	7,339		
23	40-47	1000	0030			4CA35-GF	60350		1,799	1,799		
24	40-47	1000	0030			4CA35-GF	60355		18,407	18,407		
25	40-47	1000	0030			4CA35-GF	60370		1,916	1,916		
26									0		300,000	
27									0			
28	19	1000			9500001000		60470		(300,000)	(300,000)		Reduce General Fund Contingency
29									0			
30									0			
31									5,328	5,328		
32									(5,328)	(5,328)		
33									0		(300,000)	
34									0			
35									0			
36									0			
37									0			
38									0			
39									0			
40									0			
41									0			
42									0			
43									0			

