



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Diane Linn, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-3308 FAX (503) 988-3093

Email: mult.chair@co.multnomah.or.us

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JANUARY 26 & 27, 2005 BOARD MEETINGS

REVISED FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	2:00 p.m. Wednesday Joint Board Meeting
Pg 3	9:00 a.m. Thursday Federal Legislative Work Plan
Pg 3	9:15 a.m. Thursday Sheriff's Office Capacity Management Plan
Pg 3	9:30 a.m. Thursday Opportunity for Public Comment on Non-Agenda Matters
Pg 3	9:30 a.m. Thursday Budget Modification Replacing One IT Management Position with Two Line Positions
Pg 3	9:35 a.m. Thursday Approval of ONA Labor Agreement
Pg 3	9:40 a.m. Thursday Briefing in Response to Resolution 04-186 Reaffirming Multnomah County's Anti-Discrimination and Harassment-Free Workplace Policies

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:

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Wednesday, January 26, 2005 - 2:00 PM
Columbia County Courthouse, Room 331
230 Strand Street, St. Helens

JOINT MEETING

JM-1 The Multnomah County Board of Commissioners will meet jointly with the Clatsop and Columbia County Boards of Commissioners for the purpose of a public process and Board appointment to fill a vacancy in the Legislative Assembly, Oregon State Representative District 31 from Democratic Precinct Committee approved candidates. The Multnomah County Board of Commissioners will participate in this meeting via speakerphone from the Multnomah Building, Sixth Floor Commissioners Conference Room 635, 501 SE Hawthorne, Portland. This is a public meeting. The action of the Multnomah County Board will be ratified at its Regular Board meeting on January 27, 2005.

Thursday, January 27, 2005 - 9:00 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:00 AM **SHERIFF'S OFFICE**

C-1 Government Non-Expenditure Contract (190 Agreement) 0405119 with the City of Gresham to Continue the Combined Special Emergency Response Team (SERT)

NON-DEPARTMENTAL

C-2 RESOLUTION Filling a Vacancy in the Legislative Assembly, Oregon State Representative District 31 [Ratification of Board Action Following January 26, 2005 Joint Meeting]

REGULAR AGENDA - 9:00 AM **NON-DEPARTMENTAL - 9:00 AM**

- R-1 Approval of Federal Legislative Work Plan. Presented by Gina Mattioda and Representative from Conklin, Fiskum and McCormick. 15 MINUTES REQUESTED.

SHERIFF'S OFFICE – 9:15 AM

- R-2 **9:15 AM TIME CERTAIN:** RESOLUTION Establishing the Population Capacity at Multnomah County Detention Center, Adopting a Revised Capacity Management Action Plan and Repealing Resolutions 97-159, 98-1, and 04-135. Presented by Sheriff Bernie Giusto, Chief Deputy Tim Moore and Chief of Staff Christine Kirk. 15 MINUTES REQUESTED.

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.

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES - 9:30 AM

- R-3 Budget Modification BCS-09 Replacing One IT Management Position with Two Line Positions to Meet the Service Needs of the Health Department
- R-4 RESOLUTION Approving the 2004-2007 Labor Agreement Between Multnomah County and the Oregon Nurses Association

NON-DEPARTMENTAL - 9:40 AM

- R-5 **9:40 AM TIME CERTAIN:** Board Briefing in Response to Resolution 04-186 Reaffirming Multnomah County's Anti-Discrimination and Harassment-Free Workplace Policies, Addressing Improvement of the Workplace Environment and Providing an Update on the Chair's Diversity Initiative. Presented by Iris Bell and Invited Speakers. 2.5 HOURS REQUESTED.



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JANUARY 27, 2005

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Thursday, January 27, 2005 - 9:00 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:00 AM

SHERIFF'S OFFICE

- C-1 Government Non-Expenditure Contract (190 Agreement) 0405119 with the City of Gresham to Continue the Combined Special Emergency Response Team (SERT)

REGULAR AGENDA - 9:00 AM

NON-DEPARTMENTAL - 9:00 AM

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MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 01/27/05
Agenda Item #: C-1
Est. Start Time: 9:00 AM
Date Submitted: 01/13/05

BUDGET MODIFICATION: -

Agenda Title: Government Non-Expenditure Contract (190 Agreement) 0405119 with the City of Gresham to Continue the Combined Special Emergency Response Team (SERT)

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

Date Requested:	January 27, 2005	Time Requested:	N/A
Department:	Sheriff's Office	Division:	Enforcement
Contact(s):	Brad Lynch		
Phone:	503-988-4336	Ext.	84336
Presenter(s):	Consent Calendar		
I/O Address:	503/350		

General Information

1. What action are you requesting from the Board?

Approval of government contract 0405119.

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

The Gresham Police Department and the Multnomah County Sheriff's Office combine resources for a Special Emergency Response Team. The team responds to high risk and tactical incidents within the City of Gresham and unincorporated Multnomah County, including County correctional facilities. SERT includes the tactical unit (SWAT) and crisis negotiators. The Gresham Police and Multnomah County Sheriff's Office have had a combined SERT unit dating back to at least 1996.

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

The Sheriff's Office will contribute team members to the SERT unit, and must provide their members with uniforms, weapons, and other specialized equipment. The Sheriff's Office must also pay for any specialized training necessary for their team members. The Sheriff's Office must reimburse the Gresham Police Department for proportionate costs incurred for training sites,

ammunition, chemical agents, and other expendables. Sheriff's Office costs for participating in the SERT team have been anticipated and are included in the FY 05 budget.

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

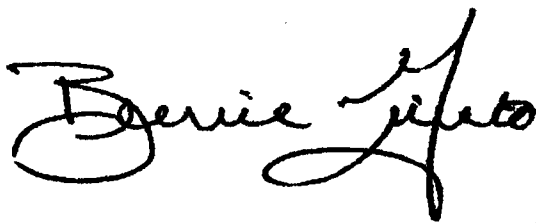
This agreement has been reviewed by the County Attorney's office.

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

None other than those stated above.

Required Signatures

**Department/
Agency Director:**



Date: 01/12/2005

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

LYNCH Brad B

From: ASPHAUG Scott E [Scott.E.Asphaug@co.multnomah.or.us]
Sent: Monday, October 04, 2004 1:41 PM
To: LYNCH Brad B
Subject: RE: Contract Review Request - Gresham PD - SERT

Reviewed and approved as to form

Scott

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

From: LYNCH Brad B
Sent: Thursday, September 30, 2004 3:19 PM
To: ASPHAUG Scott E
Cc: DUNAWAY Susan M
Subject: Contract Review Request - Gresham PD - SERT

Scott, attached is the IGA provided by Gresham for the combined Special Emergency Response Team (SERT).

Thank you,

<<Gresham SERT APR 0405119_2004-2006.doc>> <<Gresham SERT CAF 0405119_2004-2006.doc>>
<<Gresham SERT IGA 0405119_2004-2006.doc>>

Brad Lynch

Multnomah County Sheriff's Office
Fiscal Unit
501 SE Hawthorne Blvd, STE 350
Portland, OR 97214
Phone (503) 988-4336
Fax (503) 988-4317

email: brad.lynch@mcsso.us

<http://www.co.multnomah.or.us/sheriff/>



MULTNOMAH COUNTY SHERIFF'S OFFICE

501 SE HAWTHORNE BLVD., SUITE 350 • PORTLAND, OR 97214

Exemplary service for a safe, livable community

BERNIE GIUSTO
SHERIFF

(503) 988-4300 PHONE
(503) 988-4500 TTY
www.sheriff-mcso.org

MEMORANDUM

TO: MULTNOMAH COUNTY CHAIR

FROM: Brad Lynch, MCSO Contract Administrator

DATE: January 12, 2005

RE: Retroactive Contract Processing / Contract Number 0405119

As more than 30 days have passed since the initial execution date of the Gresham Police Department SERT contract (November 1, 2004), this is a request that the contract be considered and processed as retroactive.

The Gresham City Council did not approve the contract until January 7, 2005 and MCSO did not receive it until January 12, 2005.

Therefore, we request that this contract be processed as retroactive.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) ☐ Attached ☐ Not Attached Contract #: 0405119
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 checked="" type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <div style="text-align: center;">CLASS III B</div> <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: Enforcement Date: 01/12/05
 Originator: Chief Deputy Graham Phone: 503-988-4308 Bldg/Rm: 503/350
 Contact: Brad Lynch Phone: 503-988-4336 Bldg/Rm: 503/350
 Description of Contract: Government contract with the Gresham Police Department to maintain a SERT tactical unit.

RENEWAL: ☐ PREVIOUS CONTRACT #(S): 0210036, 800766
 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>City of Gresham</u>		Remittance address _____	
Address: <u>1333 NW Eastman Parkway</u>		(If different) _____	
City/State: <u>Gresham OR</u>		Payment Schedule / Terms	
ZIP Code: <u>97030</u>		<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other	
Phone: <u>503-661-3000</u>		<input type="checkbox"/> Requirements Funding Info:	
Employer ID# or SS# _____	Contract Effective Date: <u>11/01/04</u> Term Date: <u>11/01/06</u>	Original Requirements Amount \$ _____	
Amendment Effect Date _____	New Term Date _____	Total Amt of Previous Amendments \$ _____	
Original Contract Amount \$ <u>\$0</u>		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 <u>SEA</u>	DATE <u>10-04-04</u>
County Chair <u>[Signature]</u>	DATE <u>1-26-05</u>
Sheriff <u>[Signature]</u>	DATE <u>1/13/05</u>
Contract Administration _____	DATE _____

COMMENTS: _____

APPROVED: MULTNOMAH COUNTY BOARD OF COMMISSIONERS
 AGENDA # C-1 DATE 01-27-05
 DEBORAH L. BOGSTAD, BOARD CLERK

GOVERNMENT CONTRACT (190 AGREEMENT)

This is an agreement between Gresham Police Department (GPD) and the Multnomah County Sheriff's Office (MCSO), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is to continue the combined Special Emergency Response Team (SERT). SERT includes the tactical unit (SWAT) and Crisis Negotiators (CNT). SERT responds to high risk and tactical incidents within the City of Gresham and unincorporated Multnomah County including all jail facilities. The Team shall be known as GPD/MCSO SERT.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from November 1, 2004 to November 1, 2006 unless terminated under the provisions below.
2. **RESPONSIBILITIES OF GPD.** GPD agrees as follows:
 - a) GPD shall provide and maintain the SWAT Tactical Van, SWAT Armored Vehicle, and CNT vehicle to transport SERT Equipment for incidents and training.
 - b) GPD shall provide the administration and supervision of the SERT Team.
 - c) GPD agrees to pay for any specialized training officers receive relating to an assignment to SERT. GPD also agrees to pay for any related travel expenses, lodging, and per diem associated to SERT training.
 - d) GPD and MCSO shall share responsibilities to provide the necessary orientation and monthly training in the area of tactical response along with periodic CNT training.
 - e) GPD shall develop the selection criteria for new members to SWAT and CNT. Any changes to the current selection criteria will be mutually agreed on.
 - f) GPD and MCSO agree to joint participation in the selection process for new members for SWAT and CNT.
 - g) GPD shall provide Incident Command for incidents occurring with the City of Gresham.

- h) GPD and MCSO agree to develop and recognize a threat assessment relating to search warrants and high-risk incidents. The threat assessment will be completed by December 1, 2004 with a target implementation date of no later than January 1, 2005.

3. RESPONSIBILITIES OF MCSO. MCSO agrees as follows:

- a) MCSO will provide a minimum of (4) four to a maximum of (6) six deputies to the SWAT Team and (1) one Negotiator to CNT for the duration of the agreement. One deputy assigned to the SWAT Team can hold the rank of Sergeant. The deputy assigned to CNT will hold the rank of Deputy or Sergeant. Additionally, MCSO agrees to assign (1) one member of Command Staff as a liaison to SERT
- b) MCSO agrees GPD will develop the selection criteria for SWAT and CNT. GPD and MCSO agree to joint participation in the selection process for new members for SWAT and CNT. Changes in the selection criteria will be mutually agreed on.
- c) MCSO shall provide its personnel with GPD comparable uniforms, weapons, and other specialized equipment. MCSO shall reimburse GPD for proportionate costs incurred for training sites, ammunition, chemical agents and other expendables related to SERT training and call-outs at a rate of \$350.00 per month.
- d) MCSO shall provide a Mobile Command Post vehicle.
- e) MCSO agrees to pay for any specialized training deputies receive relating to an assignment to SERT. MCSO retains the right to approve or disapprove of specialized training requests made by deputies assigned to SERT. MCSO also agrees to pay for any related travel expenses, lodging, and per diem associated to SERT training.
- f) All costs for MCSO personnel salaries, including overtime for incidents or training, and Worker's Compensation will be the responsibility of MCSO.
- g) MCSO shall provide Incident Command for incidents occurring within Unincorporated Multnomah County, City of Wood Village, and City of Maywood Park.
- h) MCSO and GPD agree to develop and recognize a threat assessment relating to search warrants and high-risk incidents. The threat assessment will be completed by December 1, 2004 with a target implementation date of no later than January 1, 2005.

4. **TERMINATION** This agreement may be terminated prior to the agreed term:

- a) By mutual written consent of the parties; or,
- b) By either party upon (30) thirty days notice to the other, delivered by certified mail or in person; or,
- c) By either party effective upon delivery of written notice to the other party under any of the following conditions:
 - (i) if a party fails to provide services called for by this agreement within the time specified or an extension thereof;
 - (ii) if a party fails to perform any other provision of this agreement, or fails to pursue the work of this agreement in accordance with its terms after receipt of (10) ten days written notice of failure to perform.

Any termination of the agreement shall be without prejudice to any obligation or liabilities of either party accrued prior to such termination.

5. **INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.300, County shall indemnify, defend and hold harmless GPD from and against all liability, loss and costs arising out of or resulting from acts of County, 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 30.300, GPD shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from acts of GPD, 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. **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.

12. **ADDITIONAL TERMS AND CONDITIONS**

a. **SERT Operations:**

- (i) Operations conducted within Unincorporated Multnomah County, Wood Village, and Maywood Park will be under command and control of MCSO.
- (ii) Operations conducted within the City of Gresham will be under command and control of GPD.
- (iii) Operations outside of Unincorporated Multnomah County, Wood Village, Maywood Park and the City of Gresham shall fall under command and control of the local jurisdiction. If the local jurisdiction declines incident command, the originating agency, if GPD or MCSO, will assume incident command. Otherwise, Incident Command shall be shared by MCSO and GPD.

b. **REPORTS**

GPD and MCSO command shall receive an "After Action Report" from the SWAT Team Leader and CNT Team Leader, or designees, detailing the operational activities of SERT incidents and all training sessions.

c. **NOTICES**

Any notices required by this agreement shall be sent by the parties to the addresses below:

City of Gresham Police Department
1333 NW Eastman Parkway
Gresham, OR 97030
Attn: Lt. Tim Gerkman

Multnomah County Sheriff's Office
12240 NE Glisan
Portland, OR 97230
Attn: Chief Deputy Lee Graham

MULTNOMAH COUNTY, OREGON

By Bernie Giusto
Bernie Giusto, Sheriff
Date 1/12/2005

By Diane M. Linn
Diane M. Linn, County Chair

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 01-27-05
DEBORAH L. BOGSTAD, BOARD CLERK

Reviewed:

By S.E.A.
Agnes Sowle, County Counsel
For Multnomah County

GRESHAM POLICE DEPARTMENT

By Carla C. Piluso
Carla C. Piluso, Chief of Police
Date 01/07/05

By Charles Becker
Charles Becker, Mayor
City of Gresham

By Erik Kvarsten
Erik Kvarsten, City Manager
City of Gresham

Approved as to form:

By Miles Ward
Miles Ward, Asst. City Attorney



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 01/27/05
Agenda Item #: C-2 Revised
Est. Start Time: 9:00 AM
Date Submitted: 01/20/05

BUDGET MODIFICATION: -

Agenda RESOLUTION Filling a Vacancy in the Legislative Assembly, Oregon State
Representative District 31 [Ratification of Board Action Following January 26, 2005
Title: Joint Meeting]

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

Date Requested:	<u>01/27/05</u>	Time Requested:	<u>N/A</u>
Department:	<u>Non-Departmental</u>	Division:	<u>County Attorney</u>
Contact(s):	<u>Agnes Sowle</u>		
Phone:	<u>503 988-3138</u>	Ext.	<u>83138</u>
Presenter(s):	<u>Consent Calendar</u>		
I/O Address:	<u>503/500</u>		

General Information

1. What action are you requesting from the Board?

Approve RESOLUTION Filling a Vacancy in the Legislative Assembly, Oregon State Representative District 31 [Ratification of Board Action Following January 26, 2005 Joint Meeting]

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

The Multnomah County Board of Commissioners will meet jointly with the Clatsop, and Columbia County Boards of Commissioners for the purpose of a public process and Board appointment to fill a vacancy in the Legislative Assembly, Oregon State Representative District 31, from Democratic Precinct Committee approved candidates.

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

N/A

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

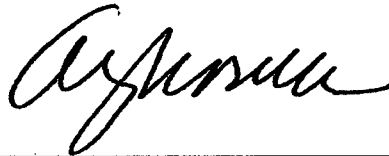
In compliance with ORS 171.060(3), a copy of the adopted Board Resolution shall promptly be forwarded to the Secretary of State.

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

The Democratic Party Precinct Committeepersons for State Representative District 31 will hold a public meeting on Sunday, January 23, 2005. The nominees chosen were Bradley Witt; Margaret C. Magruder; and Earl Fisher. The Clatsop, Columbia and Multnomah County Boards of Commissioner will hold a joint public meeting, with opportunity for public testimony at 2:00 p.m. on Wednesday, January 26, 2005. Per Multnomah County Charter and Board Rules, a Resolution ratifying the Multnomah County Board action will be considered at the Board's regular scheduled meeting at 9:30 a.m., Thursday, January 27, 2005.

Required Signatures

**Department/
Agency Director:**



Date: 01/20/05

Budget Analyst:

Date: _____

Department HR:

Date: _____

Countywide HR:

Date: _____



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 01/27/05
Agenda Item #: C-2
Est. Start Time: 9:00 AM
Date Submitted: 01/20/05

BUDGET MODIFICATION: -

Agenda Title: RESOLUTION Filling a Vacancy in the Legislative Assembly, Oregon State Representative District 31 [Ratification of Board Action Following January 26, 2005 Joint Meeting]

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

Date Requested:	<u>01/27/05</u>	Time Requested:	<u>N/A</u>
Department:	<u>Non-Departmental</u>	Division:	<u>County Attorney</u>
Contact(s):	<u>Agnes Sowle</u>		
Phone:	<u>503 988-3138</u>	Ext.	<u>83138</u>
Presenter(s):	<u>Consent Calendar</u>		
I/O Address:	<u>503/500</u>		

General Information

1. What action are you requesting from the Board?

Approve RESOLUTION Filling a Vacancy in the Legislative Assembly, Oregon State Representative District 31 [Ratification of Board Action Following January 26, 2005 Joint Meeting]

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

The Multnomah County Board of Commissioners will meet jointly with the Clatsop, and Columbia County Boards of Commissioners for the purpose of a public process and Board appointment to fill a vacancy in the Legislative Assembly, Oregon State Representative District 31, from Democratic Precinct Committee approved candidates.

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

N/A

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

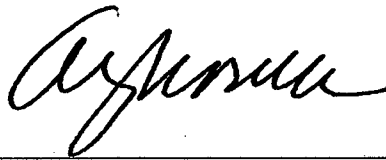
In compliance with ORS 171.060(3), a copy of the adopted Board Resolution shall promptly be forwarded to the Secretary of State.

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

The Democratic Party Precinct Committeepersons for State Representative District 31 will hold a public meeting on Sunday, January 23, 2005. The nominees chosen will be _____. The Clatsop, Columbia and Multnomah County Boards of Commissioner will hold a joint public meeting, with opportunity for public testimony at 2:00 p.m. on Wednesday, January 26, 2005. Per Multnomah County Charter and Board Rules, a Resolution ratifying the Multnomah County Board action will be considered at the Board's regular scheduled meeting at 9:30 a.m., Thursday, January 27, 2005.

Required Signatures

**Department/
Agency Director:**



Date: 01/20/05

Budget Analyst:

Date: _____

Department HR:

Date: _____

Countywide HR:

Date: _____

BOGSTAD Deborah L

From: BOGSTAD Deborah L
Sent: Thursday, January 20, 2005 3:45 PM
To: #ALL CHAIR'S OFFICE; #ALL DISTRICT 1; #ALL DISTRICT 2; #ALL DISTRICT 3; #ALL DISTRICT 4; #ALL PAO STAFF; KAUFFMAN John; SOWLE Agnes
Subject: Joint Board Meeting for vote to fill vacancy in House District 31 - Wednesday, January 26, 2005, 2:00 p.m.
Importance: High

This morning Betsy Johnson turned in her resignation from the House, was sworn in to the Senate and has been busy working on the Senate floor ever since. The Democratic Party Precinct Committeepersons for House District 31 will meet on Sunday, January 23 to choose nominees to fill her vacancy. The Columbia County Board of Commissioners has scheduled a joint three County meeting on Wednesday, January 26th at 2:00 pm in Room 308 to vote on the replacement for House District 31. The number for your Commissioners to call in for a conference call is #1-866-248-0560 then enter *3975010*. We need at least a quorum of our Board to participate. The Commissioners will meet in the sixth floor Board Conference Room 635. This meeting is open to the public. As soon as I receive the official documentation from the Secretary of State's Office Monday morning, I will advise you of the nominees forwarded by the Committeepersons.

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>

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Filling a Vacancy in the Legislative Assembly, Oregon State Representative District 31

The Multnomah County Board of Commissioners Finds:

- a. Effective January 20, 2005, there is a vacancy in Oregon State Representative District 31, due to the resignation of State Representative Elizabeth (Betsy) Johnson.
- b. Pursuant to state law, on January 23, 2005, the Democratic Party Precinct Committeepersons of Oregon State Representative District 31 met to choose nominees to fill the vacancy.
- c. The nominees chosen were: _____.
- d. In accordance with procedures established by the Secretary of State, the Clatsop, Columbia and Multnomah County Boards of Commissioners considered the nominations at a joint public meeting at 2:00 p.m. on Wednesday, January 26, 2005.
- e. In accordance with ORS 171.062 each County is entitled to one vote for each 1,000 registered electors or major fraction of 1,000 (more than 500 registered electors, but less than 1,000) Oregon State Representative District 31; and each County Commissioner is allotted the following number of votes:

Clatsop County: _____ or _____ votes divided by 5 = _____ votes per Commissioner
Columbia County: _____ or _____ votes divided by 3 = _____ votes per Commissioner
Multnomah County: _____ or _____ vote divided by 5 = _____ vote per Commissioner
- f. At the conclusion of the public meeting the Commissioners voted to appoint _____ to fill the vacancy, said nominee having received the highest number of votes as indicated on the vote tabulation attached as **Exhibit A**.

The Multnomah County Board of Commissioners Resolves:

1. _____ is selected as the appointee to fill the vacancy in the Legislative Assembly, Oregon State Representative District 31.
2. This Resolution shall promptly be forwarded to the Secretary of State as required by ORS 171.060(3).

ADOPTED/RATIFIED this 27th day of January, 2005.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

Maria Rojo de Steffey, Commissioner District 1

Serena Cruz, Commissioner District 2

Lisa Naito, Commissioner District 3

Lonnie Roberts, Commissioner District 4

REVIEWED:

**AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON**

By Agnes Sowle, County Attorney

BOGSTAD Deborah L

From: BOGSTAD Deborah L
Sent: Monday, January 24, 2005 12:15 PM
To: #ALL PAO STAFF; SOWLE Agnes; Diane Linn; Lisa Naito; Lonnie Roberts; Maria ROJO DE STEFFEY; Serena Cruz; Andy Smith; Carol WESSINGER; Chuck Martin; Darcy Miles; Delma FARRELL; Gary Walker; Iris BELL; John Ball; Joseph BAESSLER; Judith Shiprack; Kathryn GORDON; Kristen WEST; Laura BAUM; Lisa Goldberg; Mary Carroll; Matthew LASHUA; Rob FUSSELL; Robert Gravely; Robert Walker; Shelli Romero; Tara BOWEN-BIGGS; Terri Naito
Subject: This week's Special Joint meeting

See below regarding the nominees for Wednesday's special joint meeting:

- a. Effective January 20, 2005, there is a vacancy in Oregon State Representative District 31, due to the resignation of State Representative Elizabeth (Betsy) Johnson.
- b. Pursuant to state law, on January 23, 2005, the Democratic Party Precinct Committeepersons of Oregon State Representative District 31 met to choose nominees to fill the vacancy.
- c. The nominees chosen were: Bradley Witt; Margaret C. Magruder; and Earl Fisher.
- d. In accordance with procedures established by the Secretary of State, the Clatsop, Columbia and Multnomah County Boards of Commissioners considered the nominations at a joint public meeting at 2:00 p.m. on Wednesday, January 26, 2005.
- e. In accordance with ORS 171.062 each County is entitled to one vote for each 1,000 registered electors or major fraction of 1,000 (more than 500 registered electors, but less than 1,000) Oregon State Representative District 31; and each County Commissioner is allotted the following number of votes:

Clatsop County:	8,081 or 8 votes divided by 5 =	1-3/5 votes per Commissioner
Columbia County:	27,284 or 27 votes divided by 3 =	9 votes per Commissioner
Multnomah County:	690 or 1 vote divided by 5 =	1/5 vote per Commissioner

Deb Bogstad, Board Clerk
Multnomah County Commissioners
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deborah.l.bogstad@co.multnomah.or.us
<http://www.co.multnomah.or.us/cc/index.shtml>

1/24/2005

OFFICE OF THE SECRETARY OF STATE

BILL BRADBURY
SECRETARY OF STATE

January 24, 2005



ELECTIONS DIVISION

JOHN LINDBACK
DIRECTOR

141 STATE CAPITOL
SALEM, OREGON 97310-4722

ELECTIONS -- (503) 986-1519

The Honorable Helen Westbrook, Chairperson
Clatsop County Commissioners
PO Box 179
Astoria OR 97103

The Honorable Tony Hyde, Chairperson
Columbia County Commissioners
County Courthouse Rm 308
St Helens OR 97051-2089

The Honorable Diane Linn, Chairperson
Multnomah County Commissioners
501 SE Hawthorne Blvd Ste 600
Portland OR 97214

Re: Vacancy in Representative District 31

Dear Chair Westbrook, Chair Hyde, Chair Linn and County Commissioners:

Effective January 20, 2005, there is a vacancy in Representative District 31 due to the resignation of State Representative Elizabeth (Betsy) Johnson.

Pursuant to ORS 171.060(1) and OAR 165-010-0060, you are hereby notified of the vacancy. The Democratic Party precinct committee persons of Representative District 31 met on January 23, 2005, to choose nominees to fill the vacancy. The nominees chosen are:

1. Bradley Witt
2. Margaret C. Magruder
3. Earl Fisher

The total number of registered electors in Representative District 31 as of 5:00 p.m. on January 20, 2005, is 8,081 in Clatsop County, 27,284 in Columbia County and 690 in Multnomah County. In accordance with ORS 171.062 each county is entitled to one vote for each 1,000 registered electors or major fraction of 1,000 (more than 500 registered electors, but less than 1,000) and each county commissioner is allotted the following number of votes:

Clatsop County:	8,081 or 8 votes divided by 5 = 1-3/5 votes per commissioner
Columbia County:	27,284 or 27 votes divided by 3 = 9 votes per commissioner
Multnomah County:	690 or 1 votes divided by 5 = 1/5 vote per commissioner

These votes are apportioned to each county commissioner. If for any reason a county commissioner is unable to attend the meeting on Wednesday, that county commissioner's vote would not be cast. The votes are not reapportioned for the remaining county commissioners to cast.

The Honorable Tony Hyde has been asked to chair the joint meeting of the three boards of commissioners because Columbia County has the highest number of registered electors in Representative District 31.

County Commissioners
January 24, 2005
Page 2

The Clatsop, Columbia and Multnomah County Boards of Commissioners are hereby directed to meet to appoint one person from the list. The time and location of the meeting are as follows:

Time: 2:00 p.m.
Date: Wednesday, January 26, 2005
Place: Columbia County Courthouse Rm 308
230 Strand St
St Helens, Oregon 97051-2089

Enclosed is a copy of the Administrative Rule outlining the procedures to conduct a meeting to fill a vacancy in the Legislative Assembly. Also enclosed is a Statement for use in notifying the Secretary of State of the appointment including a signature sheet and a vote tabulation sheet. You may produce and use your own version of these documents if you wish. Please complete and return the Statement, signature sheet and tabulation sheet immediately after the meeting.

Please contact me at (503) 986-1518 if you have any questions about this process.

Sincerely,


Margie Franz
Compliance Specialist

Enclosures

c: County Clerks

BEFORE THE BOARDS OF COUNTY COMMISSIONERS
FOR CLATSOP, COLUMBIA AND MULTNOMAH COUNTIES

In the matter of
Filling the Vacancy in the Legislative Assembly,
State Representative, District 31

WHEREAS, pursuant to state law, the Democratic Party Precinct
Committeepersons in Representative District 31 made nominations to fill the
vacancy; and

WHEREAS, in accordance with procedures established by the Secretary of
State, the Board of County Commissioners of Clatsop, Columbia and Multnomah
considered the nominations at a public meeting on January 26, 2005; and

WHEREAS, at the conclusion of the public meeting the Commissioners
voted to appoint (nominee) _____ to fill the vacancy, said
nominee having received the highest number of votes as indicated on the vote
tabulation attached as Exhibit A,
NOW, THEREFORE, _____ is selected as the appointee to fill the
vacancy in the Legislative Assembly, State Representative District 31;

This Statement shall promptly be forwarded to the Secretary of State as
required by ORS 171.060(3).

ADOPTED this 26th day of January, 2005.

By:

Helen Westbrook, Chair
Clatsop County

Lylla Gaebel, Commissioner
Clatsop County

Richard Lee, Commissioner
Clatsop County

Patricia Roberts, Commissioner
Clatsop County

Samuel E. Patrick, Commissioner
Clatsop County

Tony Hyde, Chair
Columbia County

Rita Bernhard, Commissioner
Columbia County

Joe Corsiglia, Commissioner
Columbia County

Diane Linn, Chair
Multnomah County

Serena Cruz, Commissioner
Multnomah County

Maria Rojo de Steffey, Commissioner
Multnomah County

Lisa Naito, Commissioner
Multnomah County

Lonnie Roberts, Commissioner
Multnomah County

EXHIBIT A

VOTE TABULATION

In the matter of filling the vacancy in the Legislative Assembly, State Representative District 31, the following votes were cast at the public meeting held on January 26, 2005:

	<u>Nominee</u>	<u>No. of Votes</u>
Chair Helen Westbrook Clatsop County	_____	13/5
Commissioner Lylla Gaebel Clatsop County	_____	13/5
Commissioner Richard Lee Clatsop County	_____	13/5
Commissioner Patricia Roberts Clatsop County	_____	13/5
Commissioner Samuel E. Patrick Clatsop County	_____	13/5
Chair Tony Hyde Columbia County	_____	9
Commissioner Rita Bernhard Columbia County	_____	9
Commissioner Joe Corsiglia Columbia County	_____	9
Chair Diane Linn Multnomah County	_____	1/5
Commissioner Serena Cruz Multnomah County	_____	1/5
Commissioner Maria Rojo de Steffey Multnomah County	_____	1/5
Commissioner Lisa Naito Multnomah County	_____	1/5
Commissioner Lonnie Roberts Multnomah County	_____	1/5

Secretary of State
Certificate and Order for Filing
PERMANENT ADMINISTRATIVE RULES

I certify that the attached copies* are true, full and correct copies of the PERMANENT Rule adopted on December 5, 2003 by the

Secretary of State, Elections Division

Agency and Division

Chapter 165

Administrative Rules Chapter Number

Brenda Bayes

Rules Coordinator

(503)966-1518

Telephone

141 State Capitol, Salem, OR 97310-0722

Address

to become effective Upon filing

Rulemaking Notice was published in the

November 1, 2003

RULEMAKING ACTION

List each rule number separately, 000-000-0000

ADOPT:

Secure approval of rule numbers with the Administrative Rules Unit prior to filing.

AMEND: 165-010-0005, 165-010-0060, 165-010-0080, 165-010-0090

REPEAL:

Stat. Auth.: ORS 246.150, 249.009, 249.190, 249.200, 249.205, 254.548, 260.156

Other Authority

Stats. Implemented: ORS 171.051, 171.060, 249.009, 249.190, 249.200, 249.205, 245.155, 254.548, 260.156

FILED

DEC 05 2003

ARCHIVES DIVISION
SECRETARY OF STATE

RULE SUMMARY

165-010-0005 – This rule adopts the 2004 *State Candidate's Manual: Major Political Party*; 2004 *State Candidate's Manual: Nonpartisan*; 2004 *State Candidate's Manual: Minor Political Party*; 2004 *State Candidate's Manual: Assembly of Electors*; 2004 *State Candidate's Manual: Individual Electors*; and the 2004 *County Candidate's Manual* and associated forms as the procedures and forms to be used by candidates filing and running for elected office. In addition this rule designates the 2004 *State Candidate's Manual: Minor Political Party* to be used for the formation of a Minor Party. Each manual has been updated from the 2002 version.

165-010-0060 – This rule amendment clarifies the procedure for filling a legislative vacancy.

165-010-0080 – This rule updates form SEL 141, the Write-In Candidate Acceptance Form.

165-010-0090 – This amendment deletes the portion of the rule that repeats statutory requirements.

Brenda Bayes
Authorized Signer

December 5, 2003

Date

Brenda Bayes

Printed Name

*Copies include a photocopy of this certificate with paper and electronic copies of each rule listed in the Rulemaking Action.

**The Oregon Bulletin is published on the 1st of each month and updates the rule text found in the Oregon Administrative Rules Compilation. Notice forms must be submitted to the Administrative Rules Unit, Oregon State Archives, 800 Summer Street NE, Salem, Oregon 97310 by 5:00 pm on the 15th day of the preceding month unless this deadline falls on a Saturday, Sunday or legal holiday when Notice forms are accepted until 5:00 pm on the preceding workday.

165-010-0060

Procedure for Conduct of Meeting to Fill Vacancy in Legislative Assembly

The following procedures govern the conduct of a meeting of a county court or board of commissioners (hereafter, county governing body(ies)) to fill a vacancy in the Legislative Assembly. These meeting procedures apply to appointments made under either ORS 171.060(1) (vacancy to be filled by nominee affiliated with a major political party) or ORS 171.060(2) (vacancy need not be filled by member of a particular major political party).

(1) A meeting of the members of the county governing body(ies) shall convene at the time designated by the Secretary of State. If the legislative district includes more than one county, the Secretary of State shall also name the temporary chairperson for the meeting and designate its location, which shall be within the legislative district. The Secretary of State shall also notify the county governing body(ies) of the nominees and of the number of votes apportioned to each member of the county governing body(ies) under ORS 171.062 and 171.064.

(2) The chairperson conducting the meeting shall open the meeting at the time designated by the Secretary of State. The chairperson shall announce that the purpose of the meeting is to appoint a person to fill the vacancy in the Legislative Assembly. If applicable, the appointment will be made from the list of nominees from the major political party as furnished by the Secretary of State.

(3) Members of the county governing body eligible to vote on the selection are those physically or electronically present at the meeting, who are currently holding office by election or appointment.

(4) The county governing body(ies), in making its determination, may allot time for interviewing nominees or applicants and for other pertinent deliberations prior to voting.

(5) The vote shall be taken in a manner specified by a majority of those present and eligible to vote on the selection. The person receiving the highest number of votes shall be the appointee. However, in any case, the vote of each member of the governing body(ies) shall be recorded and included in the written statement required by ORS 171.060(3).

(6) The Secretary of State hereby adopts forms SEL 145a, Statement of Democratic Nominee's Willingness to Serve, and SEL 145b, Statement of Republican Nominee's Willingness to Serve, as the forms to be used to accept a nomination to fill a legislative vacancy.

Stat. Auth.: ORS 171.051, ORS 171.060 & ORS 249.200

Stats. Implemented: ORS 171.060(1)

Hist.: ELECT 7-1993, f. & cert. ef. 2-16-93; ELECT 10-1999, f. & cert. ef. 10-18-99

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Filling a Vacancy in the Legislative Assembly, Oregon State Representative District 31

The Multnomah County Board of Commissioners Finds:

- a. Effective January 20, 2005, there is a vacancy in Oregon State Representative District 31, due to the resignation of State Representative Elizabeth (Betsy) Johnson.
- b. Pursuant to state law, on January 23, 2005, the Democratic Party Precinct Committee persons of Oregon State Representative District 31 met to choose nominees to fill the vacancy.
- c. The nominees chosen were: Bradley Witt; Margaret C. Magruder; and Earl Fisher.
- d. In accordance with procedures established by the Secretary of State, the Clatsop, Columbia and Multnomah County Boards of Commissioners considered the nominations at a joint public meeting at 2:00 p.m. on Wednesday, January 26, 2005.
- e. In accordance with ORS 171.062 each County is entitled to one vote for each 1,000 registered electors or major fraction of 1,000 (more than 500 registered electors, but less than 1,000) Oregon State Representative District 31; and each County Commissioner is allotted the following number of votes:

Clatsop County:	8,081 or 8 votes divided by 5 =	1-3/5 votes per Commissioner
Columbia County:	27,284 or 27 votes divided by 3 =	9 votes per Commissioner
Multnomah County:	690 or 1 vote divided by 5 =	1/5 vote per Commissioner

- f. At the conclusion of the public meeting the Commissioners voted to appoint _____
_____ to fill the vacancy, said nominee having received the highest number of votes as indicated on the vote tabulation attached as **Exhibit A**.

The Multnomah County Board of Commissioners Resolves:

1. _____ is selected as the appointee to fill the vacancy in the Legislative Assembly, Oregon State Representative District 31.
2. This Resolution shall promptly be forwarded to the Secretary of State as required by ORS 171.060(3).

ADOPTED/RATIFIED this 27th day of January, 2005.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

Maria Rojo de Steffey, Commissioner District 1

Exhibit A

VOTE TABULATION

In the matter of filling the vacancy in the Legislative Assembly Oregon State Representative District 31, the following votes were cast at the Clatsop, Columbia and Multnomah County Boards of Commissioners joint public meeting on Wednesday, January 26, 2005:

BOARD OF COUNTY COMMISSIONERS FOR CLATSOP COUNTY, OREGON

NOMINEE

Lylla Gaebel
Commissioner District 1

Patricia Roberts
Vice-Chair, Commissioner District 2

Richard Lee
Chair, Commissioner District 3

Samuel E. Patrick
Commissioner District 4

Helen Westbrook
Commissioner District 5

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

NOMINEE

Tony Hyde
Chair

Rita Bernhard
Commissioner

Joe Corsiglia
Vice-Chair

BOARD OF COUNTY COMMISSIONERS FOR MULTNOMAH COUNTY, OREGON

NOMINEE

Diane M. Linn
Chair

Maria Rojo de Steffey
Commissioner District 1

Serena Cruz
Commissioner District 2

Lisa Naito
Vice-Chair, Commissioner District 3

Lonnie Roberts
Commissioner District 4

3 of 3 – Appointment to Fill Legislative Vacancy

LETTER OF INTRODUCTION FROM BRAD WITT



My name is Brad Witt and I want to serve as your next State Representative from House District 31. It is my goal to continue the superb representation that the residents of our district have come to expect and enjoy under the leadership of Betsy Johnson, who will likely represent us in the State Senate. If appointed, I will continue to work closely with Betsy and our district's constituents, as well as our community, county, state and federal leadership to provide a powerful and effective voice in our state legislature for HD 31.

I have been active politically and legislatively, have a commitment to public service and an extensive background at the Legislature, as well as service on numerous state boards. I have the knowledge and experience that is necessary to "hit the ground running" as your representative to the Oregon State Legislature, which is critical given that the Legislature will already be in session by the time your next HD 31 State Representative is appointed.

I believe I can make a difference in Salem to ensure that our state's urban majority does not dwarf the issues that concern us as a rural/suburban district - to help maintain and enhance sustainable development, profitable businesses, family wage jobs and economic opportunity in our communities. I want to make sure that our district's economic foundation - its abundance of natural resources - will continue to serve our district's social, environmental and economic needs for generations to come.

Here are some highlights of my background:

- Appointed by the Governor as a two-term member to the State Board of Forestry
- Chair of the bi-state Lower Columbia River Estuary Partnership and a senior board member of the Oregon Forest Resources Institute
- Appointed by the Governor to the Oregon Workforce Investment Board, the Oregon Watershed Enhancement Board and the Management/Labor Advisory Committee on Worker's Compensation
- 24 years as a lobbyist on such key issues as economic and workforce development, natural resources, employment and public safety
- 13 years as Secretary-Treasurer of the Oregon AFL-CIO, an elected position with financial and budget responsibilities including oversight of budgets totaling \$1.1 million
- 15-year resident of Clatskanie
- Married for 21 years to Donna, a small businesswoman who also manages our family farm. I am also the father of two marvelous teenagers who are products of Clatskanie's public schools
- Former sawmill worker and union representative for the seafood and grocery industries from Scappoose to Astoria

I am asking for your support in my bid to ensure continued strong, vocal representation for you and our neighbors at the Capitol in Salem. For more information about my campaign or to become a campaign volunteer, please call 503-910-3415 or email me at clatskanie@hotmail.com

Thank you!

Columbia County Farm Bureau

**Bernie Reinbold, President
503-728-2492**

**78733 Quincy Mayger Road
Clatskanie, OR 97016**

December 21, 2004

Commissioner Lonnie Roberts
Multnomah County
501 SE Hawthorne Blvd., Suite 600
Portland, OR 97214

Re: Appointment to Oregon House District 31

Dear Commissioner Roberts,

The Columbia County Farm Bureau Executive Board voted, at their December 20, 2004 meeting, to recommend the appointment of Margaret Magruder to the potential upcoming vacancy in the House District 31 seat currently held by Representative Betsy Johnson.

Margaret has a history of active participation in the community on both the local and county level. She is familiar with the issues that face Lower Columbia residents and has had experience at the legislative level as a citizen lobbyist. As a lifelong farm operator she has proven herself as business manager. As Coordinator of the Lower Columbia River Watershed Council, she has proven her ability to work with a variety of landowners and agency representatives to effectively implement watershed restoration projects.

Margaret is well acquainted with the needs of the District and its citizens. Margaret would be an effective voice for District 31.

Sincerely,



Bernie Reinbold
Columbia County Farm Bureau
President

Margaret Magruder

12589 Hwy. 30
Clatskanie, OR 97016

503-728-2945 phone
503-728-9015 fax
magruder@clatskanie.com

December 29, 2004

Commissioner Lonnie Roberts
Multnomah County
501 SE Hawthorne Blvd., Suite 600
Portland, OR 97214

Re: House District 31 Appointment

Dear Commissioner Roberts,

Our paths crossed many years ago when my mother, Caroline Magruder, served as State Representative from then District 1. I have remained on the farm in Clatskanie, raised my family and been involved in a variety of civic activities.

In January, the Oregon House District 31 legislative seat may become vacant. In the event this occurs, I am seeking the appointment to the position. I have attached my biographical information which I have sent to the Columbia, Clatsop and Multnomah County Democratic Central Committee members who will be selecting the names to be submitted to the county commissioners of the affected counties.

I feel that I am not only qualified for this position, but that I understand and am most able to represent the broad range of views held by the citizens of the Lower Columbia region. I have experience working in the legislative process and have an established network of contacts across the state of Oregon. I also have a broad base of citizen support in all three of the affected counties.

I would appreciate your support in my efforts to provide balanced and effective representation for House District 31. I look forward to renewing our acquaintance and speaking with you about the issues that you feel are important to the District and to answer any questions that you might have regarding my qualifications for this appointment.

Sincerely,


Margaret C. Magruder

Oregon House District 31 Appointment **Margaret Magruder**

As a 3rd generation Oregonian and Columbia County resident, the interests of Oregon and the Lower Columbia Region have always been a priority in my life. Community service is a family tradition. My grandmother served in the Oregon legislature in the 1930's, my brother in the 1970's and my mother in the 1980's. Having assisted my brother and mother with their campaigns and with local issues during their service in the legislature, it was a natural reaction for me to seek the appointment to the District 31 seat, when this opportunity arose.

I have been involved in my family's agricultural operations virtually all my life and I am currently a partner with my son in the Magruder Farms livestock operation. For the past seven years, I have served as coordinator of the Lower Columbia River Watershed Council.

I graduated from Clatskanie High School in 1966, earned a Bachelor of Arts degree in political science and Russian from Willamette University in 1970, and a Master of Arts degree in Slavic languages and literature from Syracuse University in 1972.

My life has been invested in supporting the issues that are important to the citizens of the Lower Columbia Region and to all Oregonians. Because of my diverse experience and wide exposure locally, statewide, and even nationally, I am the best candidate for this appointment. My goal is what we all strive for—an economically successful and environmentally healthy Oregon—a prosperous and healthy lifestyle in which all Oregonians may share.

As you consider my qualifications I am sure you will agree that I am the most qualified candidate to fill the upcoming vacancy in House District 31. Please give me a call if you have any questions. 503 728-2945. magruder@clatskanie.com

My community and governmental service includes:

- Columbia 5J School Board Director; 4 yrs.
- Clatskanie-Quincy Citizen's Planning Advisory Committee, Secretary; 12 yrs.
- Marshland Drainage Improvement Company, Secretary-Treasurer; 26 yrs
- PEO, International Women's Educational Organization; actively involved 30 yrs.
- Columbia County Budget Committee; 8 yrs.
- Columbia County Extension Budget Committee; 10 yrs.
- Lower Columbia River Estuary Partnership; 6 yrs.
- Oregon Board of Agriculture, past Chair, appointed by Governor Barbara Roberts; 8 yrs
- Oregon Agri-Business Council; 6 yrs.
- Oregon Sheep Growers Association, past President; 20 yrs.
- Oregon Wildlife Damage Council; 6 yrs.
- Oregon Farm Bureau member; 24 yrs.
- American Lamb Board, Secretary, appointed by U.S. Secretary of Agriculture Ann Veneman; currently serving 2nd term
- American Sheep Industry Association, past Director; 20 yrs.
- USDA Ag-Link Program Representative to Chita, Russia; Visited Russia twice, also hosted Russian visitors to the U.S.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 05-022

Filling a Vacancy in the Legislative Assembly, Oregon State Representative District 31

The Multnomah County Board of Commissioners Finds:

- a. Effective January 20, 2005, there is a vacancy in Oregon State Representative District 31, due to the resignation of State Representative Elizabeth (Betsy) Johnson.
- b. Pursuant to state law, on January 23, 2005, the Democratic Party Precinct Committeepersons of Oregon State Representative District 31 met to choose nominees to fill the vacancy.
- c. The nominees chosen were: Bradley Witt; Margaret C. Magruder; and Earl Fisher.
- d. In accordance with procedures established by the Secretary of State, the Clatsop, Columbia and Multnomah County Boards of Commissioners considered the nominations at a joint public meeting at 2:00 p.m. on Wednesday, January 26, 2005.
- e. In accordance with ORS 171.062 each County is entitled to one vote for each 1,000 registered electors or major fraction of 1,000 (more than 500 registered electors, but less than 1,000) Oregon State Representative District 31; and each County Commissioner is allotted the following number of votes:

Clatsop County: 8,081 or 8 votes divided by 5 = 1-3/5 votes per Commissioner
Columbia County: 27,284 or 27 votes divided by 3 = 9 votes per Commissioner
Multnomah County: 690 or 1 vote divided by 5 = 1/5 vote per Commissioner
- f. At the conclusion of the public meeting the Commissioners voted to appoint Bradley Witt to fill the vacancy, said nominee having received the highest number of votes as indicated on the vote tabulation attached as **Exhibit A**.


The Multnomah County Board of Commissioners Resolves:

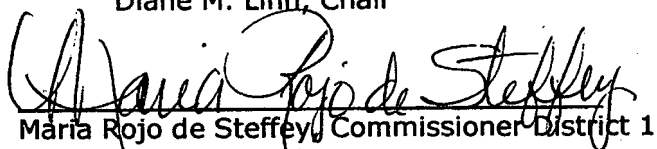
1. Bradley Witt is selected as the appointee to fill the vacancy in the Legislative Assembly, Oregon State Representative District 31.
2. This Resolution shall promptly be forwarded to the Secretary of State as required by ORS 171.060(3).

ADOPTED/RATIFIED this 27th day of January, 2005.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair


Maria Rojo de Steffey, Commissioner District 1


Serena Cruz, Commissioner District 2


Lisa Naito, Commissioner District 3


Lonnie Roberts, Commissioner District 4

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

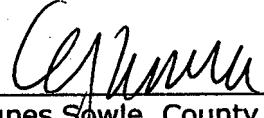
By 
Agnes Sowle, County Attorney

Exhibit A

VOTE TABULATION

In the matter of filling the vacancy in the Legislative Assembly Oregon State Representative District 31, the following votes were cast at the Clatsop, Columbia and Multnomah County Boards of Commissioners joint public meeting on Wednesday, January 26, 2005:

BOARD OF COUNTY COMMISSIONERS FOR CLATSOP COUNTY, OREGON

NOMINEE

Lylla Gaebel
Commissioner District 1

Bradley Witt

Patricia Roberts
Vice-Chair, Commissioner District 2

Margaret C. Magruder

Richard Lee
Chair, Commissioner District 3

Margaret C. Magruder

Samuel E. Patrick
Commissioner District 4

Margaret C. Magruder

Helen Westbrook
Commissioner District 5

Margaret C. Magruder

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

NOMINEE

Tony Hyde
Chair

Bradley Witt

Rita Bernhard
Commissioner

Bradley Witt

Joe Corsiglia
Vice-Chair

Margaret C. Magruder

BOARD OF COUNTY COMMISSIONERS FOR MULTNOMAH COUNTY, OREGON

NOMINEE

Diane M. Linn
Chair

Bradley Witt

Maria Rojo de Steffey
Commissioner District 1

Bradley Witt

Serena Cruz
Commissioner District 2

Bradley Witt

Lisa Naito
Vice-Chair, Commissioner District 3

Bradley Witt

Lonnie Roberts
Commissioner District 4

Bradley Witt

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

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 01.27.05

SUBJECT: Public Comment

AGENDA NUMBER OR TOPIC: _____

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Paul Adolph Phillips

ADDRESS: 1212 SW CLAY St. Apt 217

CITY/STATE/ZIP: Portland, OR 97201

PHONE: _____ DAYS: _____ EVES: _____

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

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

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

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



RECEIVED APR 14 1999

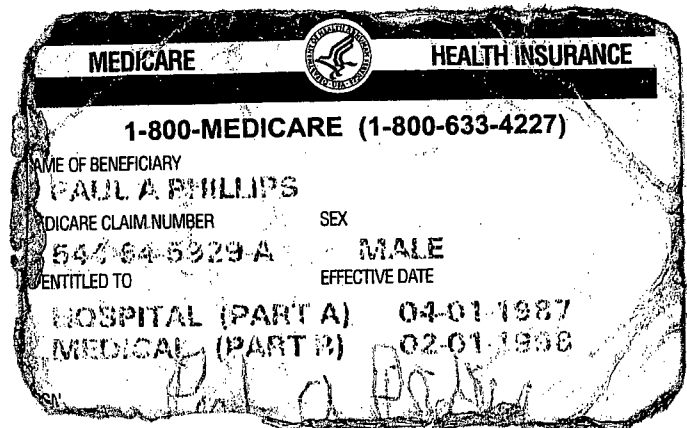
walla walla clinic

55 WEST TIETAN • (509) 525-3720
WALLA WALLA, WASHINGTON 99362

April 6, 1999

Walter Hales, M.D.
821 Swift Boulevard
Richland, WA 99352

RE: PAUL A. PHILLIPS
DOB: 3/10/54



Dear Walter:

Paul Phillips is a 45-year-old originally right-handed male, but now left-handed with impaired vision, considered legally blind. He was injured on 7 October 1981 while working in the laundry in St. Joseph's Hospital, Lewiston, Idaho. He is not sure how he injured his hand, but he is concerned about his persisting pain. He has seen a host of different physicians but has not yet seen a hand surgeon.

I think his right hand is quite normal but I cannot convince him of that because he thinks I am biased. I would appreciate your evaluation and recommendations for Paul. I thank you very much for your cooperation.

Sincerely,

Rug

ROBERT W. RUGGERI, M.D.
Department of Orthopaedic Surgery

RWR/kgb

1936 60 YEARS OF SERVICE 1996

MARCH 2, 2004

A regular meeting of the Pendleton City Council was held in the City Hall Council Chambers at 7:30 p.m., March 2, 2004, with Mayor Ramig presiding. Members in attendance were: Houk, Hughes, Iburg, Tague, Taylor, and Wright. Excused: Bjerke, Brenne. Staff members present were: Odman, Swanson, Wells, Doherty, Zoske, and L. Anderson. Representing the media was D. Brickey, East Oregonian.

Mayor Ramig called the meeting to order.

COMMUNITY DISCUSSION

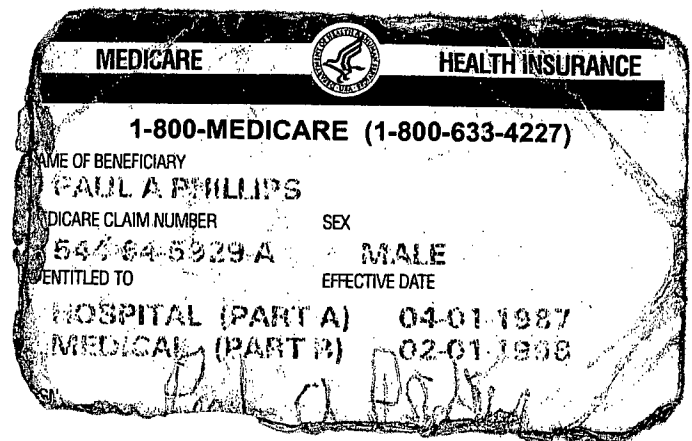
Mr. Paul Phillips, 517 ½ SW 13th, Pendleton, addressed Council regarding his concern of the dogs at large in the community. Mr. Phillips also expressed concern with not being able to receive assistance for medical insurance.

Lt. Mark Swanson, Pendleton Police Department, updated Council on the Department's efforts to address the dog-at-large and the dog licensing issues.

CONSENT AGENDA

Mr. Houk moved the following consent agenda items be approved:

Minutes of the February 17, 2004, City Council meeting.



Executive Session pursuant to ORS 192.660(1)(e) real property; and ORS 192.660(1)(h) litigation.

Resolution No. 2191 authorizing an Interfund Loan to the Capital Construction Fund.

Resolution No. 2193 authorizing an Interfund Loan to the Airport Department.

Approval recommended to OLCC for a change of ownership for an Off-Premises Sales License at 801 SE Court from Janie's Market to Double J Drive Thru; applicants are Timothy P. Lear, Judith L. Zellars and Jimmie D. Zellars.

PHILLIPS, PAUL
B 3-10-54

JAN 11 2005

Wt 235 BP 154/92 T 97.4 P R | Y N Δ IN PMH/FH/SH/ROS DATED
Smoking Status: Never Past Present 2nd hand | Y N Δ IN MEDS? Ø Rx
Nursing Staff Initials Chaperone Initials
See paperwork

PHILLIPS, PAUL A. 1/11/05 Paul is here for a consultation regarding his right thumb and hand. He says his right thumb hurts and is useless. He wants to see a hand surgeon. I've given the name of Dr. Morris Button. However, he has some very bizarre ideation, including positioning himself as a victim through most of the conversation, talking about how the doctors don't know what they're talking about and are completely blind. He makes repeated references to how people have screwed him up. He gives a list of 48 doctors to contact for old information. I doubt a therapeutic relationship will be able to be carved out of the very limited territory common to his reality and to my reality. I am therefore contemplating terminating this patient and may do so in the near future. I really don't know if he has any thumb pathology or not. W. R. BUHL, M.D./ns

PHONE LOG

JAN 19 2005

JAN 21 2005

Wt BP T P R | Y N Δ IN PMH/FH/SH/ROS DATED
Smoking Status: Never Past Present 2nd hand | Y N Δ IN MEDS?
Nursing Staff Initials Chaperone Initials

NORTHWEST PRIMARY CARE

PHILLIPS, PAUL A.
Patient Name

03-64-38
X-Ray No.

3/10/54
Age/DOB

Walter Buhl, M.D.
Physician

1/11/05
Date

Reason for Examination:

Pain and disability; small bone cysts of carpal bones documented by MRI examination of 10/16/98, with post-traumatic changes in the triangular fibrocartilage complex and displacement of tendons.


RIGHT WRIST:

Palmar, oblique and lateral views without comparison show minimal posterior angulation of the distal radial articular plane suggestive of remote fracture. No further osseous or joint abnormality is demonstrable.


HANS G. WANDEL, M.D., F.A.C.R.

HGW:ns
D&T: 1/12/05

PROVIDER REVIEW: 


NORTHWEST PRIMARY CARE GROUP, P.C.
REPORT OF RADIOLOGICAL CONSULT

Bart A. Adams, M.D.

Physician and Surgeon
Diseases & Surgery
of the Eye

405 N. First
Suite 106
Hermiston, Oregon 97838
Phone (541) 567-2872
Fax (541) 567-4820

THGATE
1368
ON, OREGON 97801
(541) 276-4752
278-2918

June 25, 1998

Guide Dogs for the Blind, Inc.
P.O. Box 151200
San Rafael, CA 94915-1200

RE: Paul Phillips DOB: 03-10-54

To Whomever It May Concern:

This letter is to certify that Paul Phillips is legally blind as a result of ocular albinism. There is no chance that his vision will ever improve.

Sincerely yours,

(Dictated but not read to expedite mail)

Bart A. Adams, M.D.
BAA:cmh

CC: Chris Lundquist, M.D.
Paul Phillips



Pendleton Eye Clinic, P.C.
Bart A. Adams, M.D.
Physician and Surgeon
P.O. Box 1368
Pendleton, OR 97801
Address Correction Requested

Paul Phillips
517 1/2 SW 13th Street
Pendleton, OR 97801



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Facts About Occupational Injuries

September 12, 1997
 Division of Media Relations
 (404) 639-3286

- From 1980-1992, more than 77,000 workers died as a result of work-related injuries. This means that an average of 16 workers die each day from work-related injuries, and more than 17,000 are injured.
- The cost of work-related injuries and fatalities is estimated to be greater than \$121 billion annually. In 1994, 6.3 million workers suffered nonfatal occupational injuries that resulted in lost work time or medical treatment.
- From 1980-1992, the leading causes of occupational injury were motor vehicles, machines, homicides, falls, electrocutions, and falling objects.
- Four industries — mining, construction, transportation, and agriculture — had occupational injury fatality rates that were consistently higher than all other industries.
- The leading causes of nonfatal occupational injuries in 1993 were overexertion, contact with objects or equipment, and falls.
- Industries experiencing the largest number of serious nonfatal injuries included eating and drinking places, hospitals, and grocery stores.
- Industries facing higher risks of serious nonfatal injuries were concentrated in the manufacturing sector and included workers in shipbuilding, wooden building and mobile home manufacture, foundries, special products sawmills, and meat packing plants.
- Efforts to set research and prevention priorities in traumatic injury must be driven by data that illuminate the nature and magnitude of these injuries. The challenge is to develop information systems that allow new preventive efforts to target high-risk worksites.

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CHAUSA

Log In, About

CHA *About CHA*(.pdf)
(.pdf)
(.pdf)**FACTS ABOUT
The Catholic Health Association
of the United States**

The Catholic Health Association of the United States (CHA) is the national leadership organization representing the Catholic health ministry. CHA's more than 2,000 members form the nation's largest group of not-for-profit Catholic health care systems, sponsors, facilities, health plans, and related organizations. Since its founding in 1915, CHA has worked to strengthen the Catholic health ministry so that it can provide care to everyone, particularly the poor and vulnerable populations.

CHA Member organizations include:

- **61 Catholic health care systems**
 - Range in size from two or three health care facilities in a single metropolitan area to more than 100 organizations in 19 states
 - Are active in developing integrated networks and partnerships across the full continuum of care, including such services as home care, primary care, physician groups, long-term care, assisted living, and hospice
 - Minister through shelters, food programs, and hundreds of other community outreach efforts
 - Sometimes act as full or partial owners of health maintenance organizations (HMOs)
- **More than 614 Catholic hospitals**
 - 86 percent of which are in health care systems
 - 28 percent of which are in rural areas
 - Particularly concentrated in the Midwest, West Coast, and Northeast regions of the country
 - Many engaged in a wide range of non-acute care services, as described above
 - An additional 63 hospitals that are other-than-Catholic, but that belong to Catholic systems, are also members of CHA
- **More than 700 Catholic continuum of care/long-term care facilities**
 - 19 percent of which are in rural areas
- **261 sponsors**, a term for the religious congregations, dioceses, and other "owners" of health care organizations. Most Catholic health care organizations were founded by religious congregations of women (e.g., Daughters of Charity, Sisters of Mercy) that continue to oversee and help govern these services. Some systems are sponsored by more than one religious congregation and have combined their facilities into a single, "co-sponsored" system. A few systems are sponsored by a body of lay persons authorized to carry on and steward the ministry in a structure called a "public juridic person." These sponsoring structures are becoming more common as religious congregations become smaller, prompting them to seek new ways to continue the ministry.

June 2002

Strategic Plan
Form 990

About CHA
Trustees & Committees
Award Programs

Group Ruling Memorandum

Services **(.pdf)**
Membership



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 01/27/05
Agenda Item #: R-1
Est. Start Time: 9:00 AM
Date Submitted: 01/03/05

BUDGET MODIFICATION: -

Agenda Title: Approval of Federal Legislative Work Plan

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

Date Requested:	January 27, 2005	Time Requested:	15 minutes
Department:	Non-Departmental	Division:	Public Affairs Office
Contact(s):	Barb Disciascio		
Phone:	503-988-6800	Ext.	86800
I/O Address:	503/600		
Presenter(s):	Gina Mattioda and a Representative(s) from Conkling Fiskum and McCormick		

General Information

1. What action are you requesting from the Board?

Approval of the work plan and agenda as presented by contractors, Conkling Fiskum and McCormick.

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

The firm of Conkling Fiskum and McCormick has recently been awarded the contract as federal lobbyist for Multnomah County. The firm will monitor the federal government appropriations cycle, grant deadlines, and other appropriate federal activities. During meetings with each of the commissioners and with the Public Affairs Office, a proposed work plan has been developed to carry out the anticipated goals of the contract. In addition, meetings with the Executive Committee and Board Staff have occurred. Before proceeding, Board approval is desired to assure that the county is receiving services as desired.

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

None

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

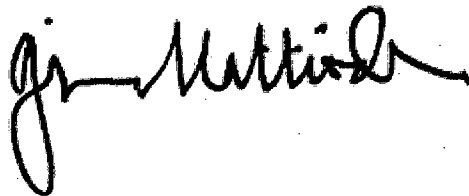
No

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

None

Required Signatures

Department/
Agency Director:



Date: 12/23/2004

Budget Analyst:

Date: _____

Department HR:

Date: _____

Countywide HR:

Date: _____

Proposed Multnomah County 2005 Federal Agenda CFM Recommendations

<p><u>FY 2006 Appropriations Agenda</u></p> <ul style="list-style-type: none"> • Sellwood Bridge – Seek \$4 million for Environmental Impact Study (EIS) and determination of type, size, and location study. • Meth fight enforcement – Seek funding for DCJ and Sheriff's office to combat meth. Specific project should focus on securing funds for equipment, clean-up, training or potentially treatment/prevention. • Electronic Medical Records Funding – Seek earmark for an information technology (IT) upgrade that will provide computerized medical and health records for Multnomah County Health Department clients. 	<p><u>Legislative Agenda</u></p> <p>Actively advocate</p> <ul style="list-style-type: none"> • Transportation Equity Act for 21st Century (TEA-21) reauthorization – Support \$300 billion overall bill, and push for \$25 million Sellwood Bridge earmark. • Rural Schools and Community Self-Determination Act Reauthorization (PL 106-393) – Work with NACO/AOC & Oregon delegation to ensure passage of legislation. <p>Oppose/Monitor</p> <ul style="list-style-type: none"> • Oppose cuts to affordable housing programs - Specifically public housing & Section 8 housing subsidies. • Maintain Federal Share of Medicaid – Oppose efforts to cut Medicaid funding to states or block grant program. <p>Support/Monitor</p> <ul style="list-style-type: none"> • Pseudoephedrine access legislation – Support expected bill that would require non-prescription cold medicines used in manufacture of meth to be placed behind retail counter (Wyden/Smith co-sponsors). • Re-Entry Legislation – Support passage of Second Chance Act. • Mentally Ill Offender Treatment and Crime Reduction Act funding – Support funding for legislation enacted in 2004. • Byrne Grants - Maintain current funding levels of Byrne grant programs. • Juvenile Accountability Incentive Block Grant - Increase funding levels of the JAIBG. • Lewis and Clark Mount Hood Wilderness Act – Support Wyden legislation. • Help America Vote Act - Extend deadlines for compliance with Help America Vote Act.
<p><u>Developmental Agenda</u></p> <ul style="list-style-type: none"> • Safe and Successful Kids Project • Funding for general drug use enforcement & prevention • Health Clinic Funding • Mental Illness Funding in the Criminal Justice System • Juvenile Justice Programs • East County Justice Center/Courthouse 	<p><u>Grant Agenda</u></p> <ul style="list-style-type: none"> • East County Justice Center/Courthouse • Mentally Ill Offenders grants • Health Clinic funding • Housing Grants • Mental Health Grants • Morrison Building Demolition



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 01/27/05
Agenda Item #: R-2
Est. Start Time: 9:15 AM
Date Submitted: 01/19/05

BUDGET MODIFICATION: -

Agenda Title: **RESOLUTION Establishing the Population Capacity at Multnomah County Detention Center, Adopting a Revised Capacity Management Action Plan and Repealing Resolutions 97-159, 98-1, and 04-135**

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

Date Requested:	January 27, 2005	Time Requested:	15 mins
Department:	Sheriff's Office	Division:	Corrections
Contact(s):	Christine Kirk and Tim Moore		
Phone:	503 988-4301/4409	Ext.:	84301/84409
I/O Address:	503/350		
Presenter(s):	Sheriff Giusto, Chief Deputy Tim Moore, Chief of Staff Christine Kirk		

General Information

1. What action are you requesting from the Board?

Adoption of the resolution with sets the populaiton capacity at MCDC and a revised Capacity Management Plan.

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

Resolution 04-135 changed the Population Capacity at MCDC to 520 in order to accurately reflect the maximum population at that facility. It also allowed the day time initiation of the capacity management plan. 98-01 had increased the population at MCDC from 476 due to the implementation of double bunking in the facility and a 24 hour a day classification system which among other things allowed for the lifting of the Federal Consent Decree. Neither 04-135 or 98-01 rescinded the Capacity Management Plan found in 97-159.

In 04-135 the Board asked for the Sheriff to work with the Local Public Safety Coordinating Council to seek input on the revisions to the Capacity Management Plan. This resolution rescinds past resolutions and the prior capacity management plan and again sets the capacity at MCDC at 520. It puts in place capacity management plan that was put together after much discussion and input from system partners.

There was agreement within system partners that the Capacity Management Plan (or operationally known as MATRIX system) should not be dramatically changed. While this resolution looks significantly different than the past, the changes to scores are relatively minor. This effort proved to be a good housekeeping measure. As new laws have come into affect, the old Capacity Management Plan did not provide enough direction as to where new crimes should fall in terms of score. The new Plan is much clearer, concise and more focused on just issues relating to public safety and risk. In providing a grid, it makes it easier to see what the score is for a crime category and also what crimes within that category are giving a different score, an exception score. In the past Plan it was difficult to understand what the crime category score was and what crimes in that category were scored differently. Other changes to the Plan are: the shifting to the use of person and non person crimes as opposed to violent and non violent. A Person crime is defined by the Oregon Criminal Justice Commission. This allows for greater ease in assigning scores for new crimes and for consistency in terms of assessment of a higher risk crime, a person crime, within the criminal justice system. There is clearer language defining that the Sheriff's Office can implement internal policies to prevent the release of offenders when there is a known victim. This Plan treats DUI at a higher risk level. This Plan has balanced out inequities that existed in scores given to drug related crimes and their risk. Drug crimes involving children are treated at a higher risk then the possession or sale of drugs by adults.

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

None, reprogramming of the scores in SWIS will be done with current resources.

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

ORS 169.042, 169.044, and 169.046 apply to this resoulution. The development of a Population limit at MCDC and a Capacity Mangement Plan were required to lift the Federal Consent Degree that came as a result of Jordan v Multnomah County. The Plan is required in order to allow a manner to resolove jail overcrowding through the release of offenders that respresent the least risk, in comparison to those housed in jail, to the community.

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

This plan was revised with input from the Local Public Safety Coorindating Council Executive Committee, the Local Public Safety Coordinating Committee Criminal Justice Advisory Committee (CJAC), and a Subcommittee to CJAC that consisted of a representative from the Metropolitan Public Defenders Office, the Judiciary, the Court Administrator, the Department of Community Justice, and the Sheriff's Office (Corrections and Records).

Required Signatures

**Department/
Agency Director:**



Date: 01/19/05

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Establishment of a Jail Population)	RESOLUTION
Management Plan for the)	97-159
Multnomah County Detention Center)	

WHEREAS, SB 1145 requires that the county shall assume responsibility for community-based supervision, sanctions and services for offenders convicted of felonies who are on parole; on probation; on post-prison supervision, and sentenced or sanctioned on or after January 1, 1997, to 12 months or less incarceration; and

WHEREAS, as a result of SB 1145, the number of inmates sentenced to incarceration in Multnomah County jails has substantially increased since January 1, 1997, and is projected to continue to increase; and

WHEREAS, MCDC is currently subject to a federal consent decree which limits the population of Multnomah County Detention Center (MCDC) to 476 inmates and allows for the release of inmates pursuant to a matrix release system to maintain the population of MCDC at its current capacity of 476 inmates; and

WHEREAS, the Sheriff will apply to the federal court to terminate or lift the consent decree as a first step in the implementation of a plan to increase the housing capacity of MCDC from 476 inmates to 676 inmates; and

WHEREAS, the Board of County Commissioners and the Sheriff are committed to jail facilities that are maintained and operated within the guidelines established by the Oregon and the Federal Constitutions; and

WHEREAS, the number of inmates at MCDC remains at or near 476 inmates, the current physical capacity of the facility; and

WHEREAS, the Board on May 15, 1997, requested a recommendation from the District Attorney, Sheriff and County Counsel regarding the maximum number of inmates that should be held in the correctional facility; and

WHEREAS, the District Attorney, Sheriff and County Counsel conducted a review of MCDC as requested by the Board. Based upon this review, the District Attorney, Sheriff and County Counsel have recommended a current population limit of 476 inmates at MCDC; and

WHEREAS, the Board of Commissioners having received and reviewed the recommendation, and having consulted with those elected or appointed officials identified in ORS 169.046, and having considered information provided by the Sheriff; now therefore

IT IS RESOLVED that the provisions of ORS 169.044 will apply at MCDC to limit the maximum number of inmates to 476; and

IT IS FURTHER RESOLVED that if the number of inmates housed at MCDC reaches the capacity limit, then a county jail population emergency will exist; and

IT IS FURTHER RESOLVED that the Capacity Management Action Plan attached and incorporated as Exhibit A will be implemented in accordance with ORS 169.046 in the event of a county jail population emergency; and

IT IS FURTHER RESOLVED that the Sheriff will implement the Capacity Management Action Plan in the event of a county jail population emergency. If the Sheriff is unable to implement the plan, then the Sheriff will designate the person or persons who will have the authority to act on the Sheriff's behalf; and

IT IS FURTHER RESOLVED that the Board may issue additional orders or resolutions to carry out the functions and authority granted to Multnomah County under ORS 169.042, 169.044, and 169.046.

APPROVED this 7th day of August, 1997.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 

Jacqueline A. Weber, Assistant County Counsel

Capacity Management Action Plan

MCDC Facility Capacity *476

* The transfer area TH1-5 may be used to house up to 31 in-transit inmates (persons due to be released or transferred out the next day). The in-transit inmates housed in Transfer Holding area are not counted in the facility capacity.

General Statement

A county jail population emergency shall exist if the facility population exceeds the facility's designated capacity at the hourly counts beginning at 1900 hours on weekdays and 1400 hours on Saturday, Sunday, and court holidays. When a jail population emergency exists the Sheriff may initiate the Capacity Management Action Plan so that the facility's population would be reduced to between 95% and 100% of the capacity at 0400 hours. This action plan would implement the facility screening and scoring criteria, using the primary charge categories listed below, and the attached criteria on both new admissions and the existing inmate population. Screened inmates with the lowest scores (unless there is an override) may be released to bring the facility population down to between 95% and 100% of the capacity at the 0400 hour count. Persons released in this process may be conditionally released.

Primary Charge Categories and Scores

The categories apply equally to sentenced offenders, unsentenced offenders, and offenders held pursuant to warrants. The event of multiple charges pending against a single inmate, the most serious charge shall determine the inmate's primary charge category. However, unsentenced offenders may be released for population reasons before sentenced offenders with a lower score until an unsentenced inmate reaches a predetermined score set by the Sheriff based on efficient use of the county correctional system. Also, in the interests of efficient use of the county correctional system, the Sheriff may release one gender with higher scores, if releasing the other gender with lower scores would only make available beds that would not be filled because there are no gender appropriate inmates waiting to be housed or no gender appropriate inmates classified for housing at the available bed.

***Charge Categories with Primary Scores**

- Group I: Ordinance / Violations (7 points)**
- Group II: Class C Misdemeanors (7 points)**
- Trespass II
- Group III: Class B Misdemeanors (Nonviolent) (7 points)**
- Group IV: Class B Misdemeanors (Violent) (7 points)**
- Carrying a Concealed weapon
 - Harassment
 - Discharge of a Firearm in the City (Ordinance)
- Group V: Major Traffic Misdemeanors (14 points)**
- (excluding DUI and Attempt to Elude)
- Group VI: Class A Misdemeanors (Nonviolent) (14 points)**
- Prostitution
 - Theft II
 - Trespass I
 - Contempt/Civil Warrants
- Group VII: Class C Felony (Nonviolent) (20 points)**
- Theft/Forgery I
 - Parole Violation Sanction
 - Failure to Appear I
 - Possession of a Controlled Substance I/II
 - Menacing
 - Felony Driving While Suspended
- Group VIII: Class A Misdemeanors (Violent) (25 points)**
- Resisting Arrest
 - Assault IV
 - Sex Abuse III
 - Criminal Mischief II
 - Attempting to Elude (Car or Boat)
 - Obscene Material to a Minor
 - Armor Piercing Bullets
- Group IX: Class B Felony (Nonviolent), Traffic Felonies, DUI (31 points)**
- (excluding Felony Driving While Suspended)
 - Attempted Delivery of a controlled Substance I/II

Group X: Class C Felonies (Nonviolent) (35 points)

- Unauthorized Use of a Motor Vehicle
- Delivery of Controlled Substance I/II
- Manufacturing of a Controlled Substance I/II
- HB 3488 Offenses (if passed)

Group XI: Class C Felonies (Violent) (50 points)

- Burglary I
- Escape II
- Assault, Kidnap, Rape, Robbery III
- Arson II
- Coercion
- Sex Abuse II
- Promoting Prostitution
- Ex-Convict in Possession of a Firearm

Group XII: Class B Felonies (Violent) (80 points)

- Negligent Homicide (Class C Felony)
- Custodial Interference I
- Child Neglect
- Theft by Extortion
- Compelling Prostitution

Group XIII: Class A Felony (Violent) (135 points)

- Arson I
- Unlawful Racketeering
- Escape I

Group XIV: Measure 11 Charges (150 points)

- Murder, Attempt, and Conspiracy
- Manslaughter I/II
- Assault I/II
- Kidnap I/II
- Rape I/II
- Sodomy I/II
- Unlawful Sexual Penetration I/II

Group XV: Holds (300 points)

- USM, USI, Armed Forces
- Escape, Institutional Leave
- Parole
- Fugitive
- Material Witness

*The offenses bulleted under categories are added as examples only.

Violent Charges;

Examples of violent charges:

Person to person crimes (Assault, Robbery, Rape, etc.) Firearms,
Explosives, Arson, Sex Abuse, Harassment, Menacing, Resisting Arrest.

Other Considerations:

The Sheriff may alter the order of the above criteria on an individual basis by taking into account the following factors known to him concerning the inmate:

propensity for violence,
history of arrests or convictions,
parole or probation revocations,
other county holds,
failure to appear,
failure to comply with sentencing orders,
violation of release conditions,
institutional behavior or classification,
mental or physical condition that may result in danger to self or others,
and the inability to care for self or others.

Note: Inmates held for any of the following reasons receive special consideration in the above process:

- Domestic Violence: Initially excluded until individual consideration and victim contact.
- Sex Abuse: Excluded unless no past history, victim is known to the inmate, victim (guardian) does not object to release, and victim does not live with the inmate.
- Gang member with charges involving firearms: Excluded
- Burglary where household members are in home, or weapon is involved: Excluded

Notice and Action:

At the initial occasion that the population reaches 100% of the designated capacity during the designated count times the Sheriff will give notice in accordance with ORS 169.046.

AND

The Sheriff will initiate the Capacity Management Plan as noted above.

Capacity Management Plan

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Establishment of a Jail Population	}	RESOLUTION 98-1
Management Plan for the		
Multnomah County Detention Center		

WHEREAS, on November 7, 1997, Judge Redden terminated the federal consent decree which had limited population at MCDC to 476; and

WHEREAS, on August 7, 1997, the Board of County Commissioners adopted Resolution 97-159, which limited the maximum number of inmates at MCDC to 476 based upon what the physical plant could handle and house at that time; and

WHEREAS, as a result of retrofitting designated cells at MCDC, an additional 254 beds will be available at that facility effective January 1, 1998; and

WHEREAS, 24 hour classification will begin January 1, 1998 so inmates can be properly classified before they are placed in a facility; and

WHEREAS, additional staffing will address safety and security issues resulting from the addition of these beds; and

WHEREAS, the District Attorney, Sheriff and County Counsel are recommending that the maximum number of inmates housed at MCDC be increased; now therefore

IT IS RESOLVED that pursuant to ORS 169.044 the population limit at MCDC shall be 676, effective February 07, 1998; and

IT IS FURTHER RESOLVED that the population increase from 476 to 676 shall be phased in over six weeks according to the following schedule:

January 10, 1998 - a population limit of 546

January 24, 1998 - a population limit of 616

February 07, 1998 - a population limit of 676

IT IS FURTHER RESOLVED that if the number of inmates housed at MCDC exceeds the population limit in the schedule above then a county jail population emergency will exist; and

IT IS FURTHER RESOLVED that the Capacity Management Action Plan incorporated in Resolution 97-159 as Exhibit A be amended to change the population limit from 476 to 676; and

IT IS FURTHER RESOLVED that the Sheriff, or his designee, will implement the amended Capacity Management Action Plan in the event of a county jail population emergency.

APPROVED, this 8 day of January 1998,



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By


Jacqueline A. Weber, Assistant County Counsel.

Capacity Management Action Plan

MCDC Facility Capacity *676

* The transfer area TH1-5 may be used to house up to 31 in-transit inmates (persons due to be released or transferred out the next day). The in-transit inmates housed in Transfer Holding area are not counted in the facility capacity.

General Statement

A county jail population emergency shall exist if the facility population exceeds the facility's designated capacity at the hourly counts beginning at 1900 hours on weekdays and 1400 hours on Saturday, Sunday, and court holidays. When a jail population emergency exists the Sheriff may initiate the Capacity Management Action Plan so that the facility's population would be reduced to between 95% and 100% of the capacity at 0400 hours. This action plan would implement the facility screening and scoring criteria, using the primary charge categories listed below, and the attached criteria on both new admissions and the existing inmate population. Screened inmates with the lowest scores (unless there is an override) may be released to bring the facility population down to between 95% and 100% of the capacity at the 0400 hour count. Persons released in this process may be conditionally released.

Primary Charge Categories and Scores

The categories apply equally to sentenced offenders, unsentenced offenders, and offenders held pursuant to warrants. The event of multiple charges pending against a single inmate, the most serious charge shall determine the inmate's primary charge category. However, unsentenced offenders may be released for population reasons before sentenced offenders with a lower score until an unsentenced inmate reaches a predetermined score set by the Sheriff based on efficient use of the county correctional system. Also, in the interests of efficient use of the county correctional system, the Sheriff may release one gender with higher scores, if releasing the other gender with lower scores would only make available beds that would not be filled because there are no gender appropriate inmates waiting to be housed or no gender appropriate inmates classified for housing at the available bed.

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- Group IV: Class B Misdemeanors (Violent) (7 points)**
- Carrying a Concealed weapon
 - Harassment
 - Discharge of a Firearm in the City (Ordinance)
- Group V: Major Traffic Misdemeanors (14 points)**
- (excluding DUI and Attempt to Elude)
- Group VI: Class A Misdemeanors (Nonviolent) (14 points)**
- Prostitution
 - Theft II
 - Trespass I
 - Contempt/Civil Warrants
- Group VII: Class C Felony (Nonviolent) (20 points)**
- Theft/Forgery I
 - Parole Violation Sanction
 - Failure to Appear I
 - Possession of a Controlled Substance I/II
 - Menacing
 - Felony Driving While Suspended
- Group VIII: Class A Misdemeanors (Violent) (25 points)**
- Resisting Arrest
 - Assault IV
 - Sex Abuse III
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 - Attempting to Elude (Car or Boat)
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 - Armor Piercing Bullets
- Group IX: Class B Felony (Nonviolent), Traffic Felonies, DUI (31 points)**
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- Group X: Class C Felonies (Nonviolent) (35 points)**
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- Group XI: Class C Felonies (Violent) (50 points)**
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- Group XII: Class B Felonies (Violent) (80 points)**
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- Group XIII: Class A Felony (Violent) (135 points)**
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 - Unlawful Racketeering
 - Escape I

- Group XIV: Measure 11 Charges (150 points)**
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 - Rape I/II
 - Sodomy I/II
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- Group XV: Holds (300 points)**
- USM, USI, Armed Forces
 - Escape, Institutional Leave
 - Parole
 - Fugitive
 - Material Witness

*The offenses bulleted under categories are added as examples only.

Violent Charges:

Examples of violent charges:

Person to person crimes (Assault, Robbery, Rape, etc.) Firearms,
Explosives, Arson, Sex Abuse, Harassment, Menacing, Resisting Arrest.

Other Considerations:

The Sheriff may alter the order of the above criteria on an individual basis by taking into account the following factors known to him concerning the inmate:

propensity for violence,
history of arrests or convictions,
parole or probation revocations,
other county holds,
failure to appear,
failure to comply with sentencing orders,
violation of release conditions,
institutional behavior or classification,
mental or physical condition that may result in danger to self or others,
and the inability to care for self or others.

Note: Inmates held for any of the following reasons receive special consideration in the above process:

- Domestic Violence: Initially excluded until individual consideration and victim contact.
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- Gang member with charges involving firearms: Excluded
- Burglary where household members are in home, or weapon is involved: Excluded

Notice and Action:

At the initial occasion that the population reaches 100% of the designated capacity during the designated count times the Sheriff will give notice in accordance with ORS 169.046.

AND

The Sheriff will initiate the Capacity Management Plan as noted above.

Capacity Management Plan

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 04-135

Amending Resolutions 97-159 and 98-1 to Decrease the Maximum Number of Inmates at the Multnomah County Detention Center and Allow Daytime Initiation of the Capacity Management Action Plan

The Multnomah County Board of Commissioners Finds:

- a. On August 7, 1997, the Board of County Commissioners (Board) adopted Resolution 97-159, limiting the maximum number of inmates at MCDC to 476 and adopting a Capacity Management Action Plan.
- b. As a result of retrofitting designated cells at MCDC, an additional 254 beds became available effective January 1, 1998.
- c. On January 8, 1998, by Resolution 98-1, the Board increased the MCDC population limit to 676 and amended the Capacity Management Action Plan (Plan) incorporated in Resolution 97-159 as Exhibit A to change the population limit to 676.
- d. An upgrade to the detention electronics and fire suppression project requires the ongoing closure of floors at MCDC which decreases the population capacity by 156 beds until the project is completed in about 16-18 months.
- e. The Board wishes to revise the Capacity Management Action Plan to allow initiation of the Plan during the daytime instead of at 4:00 a.m.
- f. The Board wishes to have the Sheriff review the Capacity management Plan with the Local Public Safety Coordinating Council and seek their recommendations concerning any additional changes to the Plan.

The Multnomah County Board of Commissioners Resolves:

1. Pursuant to ORS 169.044 the population limit at MCDC shall be 520.
2. The Capacity Management Action Plan incorporated as Exhibit A in Resolution 97-159 and amended by Resolution 98-1, is further amended to change the population limit from 676 to 520 and allow daytime initiation of the Plan.
3. The Sheriff will review the Capacity Action Plan with the Local Public Safety Coordinating Council and will report to the Board recommendations for additional changes to the Plan by December 1, 2004.

ADOPTED this 9th day of September, 2004.



AGNES SCOTT, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By


Scott E. Asphaug, Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

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

Establishment of a Jail Population)	RESOLUTION
Management Plan for the)	97-159
Multnomah County Detention Center)	

WHEREAS, SB 1145 requires that the county shall assume responsibility for community-based supervision, sanctions and services for offenders convicted of felonies who are on parole; on probation; on post-prison supervision, and sentenced or sanctioned on or after January 1, 1997, to 12 months or less incarceration; and

WHEREAS, as a result of SB 1145, the number of inmates sentenced to incarceration in Multnomah County jails has substantially increased since January 1, 1997, and is projected to continue to increase ; and

WHEREAS, MCDC is currently subject to a federal consent decree which limits the population of Multnomah County Detention Center (MCDC) to 476 inmates and allows for the release of inmates pursuant to a matrix release system to maintain the population of MCDC at its current capacity of 476 inmates; and

WHEREAS, the Sheriff will apply to the federal court to terminate or lift the consent decree as a first step in the implementation of a plan to increase the housing capacity of MCDC from 476 inmates to 676 inmates; and

WHEREAS, the Board of County Commissioners and the Sheriff are committed to jail facilities that are maintained and operated within the guidelines established by the Oregon and the Federal Constitutions; and

WHEREAS, the number of inmates at MCDC remains at or near 476 inmates, the current physical capacity of the facility; and

WHEREAS, the Board on May 15, 1997, requested a recommendation from the District Attorney, Sheriff and County Counsel regarding the maximum number of inmates that should be held in the correctional facility; and

WHEREAS, the District Attorney, Sheriff and County Counsel conducted a review of MCDC as requested by the Board. Based upon this review, the District Attorney, Sheriff and County Counsel have recommended a current population limit of 476 inmates at MCDC; and

WHEREAS, the Board of Commissioners having received and reviewed the recommendation, and having consulted with those elected or appointed officials identified in ORS 169.046, and having considered information provided by the Sheriff, now therefore

IT IS RESOLVED that the provisions of ORS 169.044 will apply at MCDC to limit the maximum number of inmates to 476; and

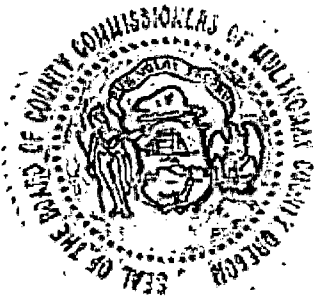
IT IS FURTHER RESOLVED that if the number of inmates housed at MCDC reaches the capacity limit, then a county jail population emergency will exist; and

IT IS FURTHER RESOLVED that the Capacity Management Action Plan attached and incorporated as Exhibit A will be implemented in accordance with ORS 169.046 in the event of a county jail population emergency; and

IT IS FURTHER RESOLVED that the Sheriff will implement the Capacity Management Action Plan in the event of a county jail population emergency. If the Sheriff is unable to implement the plan, then the Sheriff will designate the person or persons who will have the authority to act on the Sheriff's behalf; and

IT IS FURTHER RESOLVED that the Board may issue additional orders or resolutions to carry out the functions and authority granted to Multnomah County under ORS 169.042, 169.044, and 169.046.

APPROVED this 7th day of August, 1997.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 

Jacqueline A. Weber, Assistant County Counsel

Capacity Management Action Plan

MCDC Facility Capacity *476

* The transfer area TH1-5 may be used to house up to 31 in-transit inmates (persons due to be released or transferred out the next day). The in-transit inmates housed in Transfer Holding area are not counted in the facility capacity.

General Statement

A county jail population emergency shall exist if the facility population exceeds the facility's designated capacity at the hourly counts beginning at 1900 hours on weekdays and 1400 hours on Saturday, Sunday, and court holidays. When a jail population emergency exists the Sheriff may initiate the Capacity Management Action Plan so that the facility's population would be reduced to between 95% and 100% of the capacity at 0400 hours. This action plan would implement the facility screening and scoring criteria, using the primary charge categories listed below, and the attached criteria on both new admissions and the existing inmate population. Screened inmates with the lowest scores (unless there is an override) may be released to bring the facility population down to between 95% and 100% of the capacity at the 0400 hour count. Persons released in this process may be conditionally released.

Primary Charge Categories and Scores

The categories apply equally to sentenced offenders, unsentenced offenders, and offenders held pursuant to warrants. The event of multiple charges pending against a single inmate, the most serious charge shall determine the inmate's primary charge category. However, unsentenced offenders may be released for population reasons before sentenced offenders with a lower score until an unsentenced inmate reaches a predetermined score set by the Sheriff based on efficient use of the county correctional system. Also, in the interests of efficient use of the county correctional system, the Sheriff may release one gender with higher scores, if releasing the other gender with lower scores would only make available beds that would not be filled because there are no gender appropriate inmates waiting to be housed or no gender appropriate inmates classified for housing at the available bed.

***Charge Categories with Primary Scores**

- Group I: Ordinance / Violations (7 points)**
- Group II: Class C Misdemeanors (7 points)**
- Trespass II
- Group III: Class B Misdemeanors (Nonviolent) (7 points)**
- Group IV: Class B Misdemeanors (Violent) (7 points)**
- Carrying a Concealed weapon
 - Harassment
 - Discharge of a Firearm in the City (Ordinance)
- Group V: Major Traffic Misdemeanors (14 points)**
- (excluding DUI and Attempt to Elude)
- Group VI: Class A Misdemeanors (Nonviolent) (14 points)**
- Prostitution
 - Theft II
 - Trespass I
 - Contempt/Civil Warrants
- Group VII: Class C Felony (Nonviolent) (20 points)**
- Theft/Forgery I
 - Parole Violation Sanction
 - Failure to Appear I
 - Possession of a Controlled Substance I/II
 - Menacing
 - Felony Driving While Suspended
- Group VIII: Class A Misdemeanors (Violent) (25 points)**
- Resisting Arrest
 - Assault IV
 - Sex Abuse III
 - Criminal Mischief II
 - Attempting to Elude (Car or Boat)
 - Obscene Material to a Minor
 - Armor Piercing Bullets
- Group IX: Class B Felony (Nonviolent), Traffic Felonies, DUI (31 points)**
- (excluding Felony Driving While Suspended)
 - Attempted Delivery of a controlled Substance I/II

Group X: Class C Felonies (Nonviolent) (35 points)

- Unauthorized Use of a Motor Vehicle
- Delivery of Controlled Substance I/II
- Manufacturing of a Controlled Substance I/II
- HB 3488 Offenses (if passed)

Group XI: Class C Felonies (Violent) (50 points)

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Group XIV: Measure 11 Charges (150 points)

- Murder, Attempt, and Conspiracy
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*The offenses bulleted under categories are added as examples only.

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Examples of violent charges:

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Other Considerations:

The Sheriff may alter the order of the above criteria on an individual basis by taking into account the following factors known to him concerning the inmate:

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history of arrests or convictions,
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Notice and Action:

At the initial occasion that the population reaches 100% of the designated capacity during the designated count times the Sheriff will give notice in accordance with ORS 169.046.

AND

The Sheriff will initiate the Capacity Management Plan as noted above.

Capacity Management Plan

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Establishment of a Jail Population	}	RESOLUTION 98-1
Management Plan for the		
Multnomah County Detention Center		

WHEREAS, on November 7, 1997, Judge Redden terminated the federal consent decree which had limited population at MCDC to 476; and

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WHEREAS, the District Attorney, Sheriff and County Counsel are recommending that the maximum number of inmates housed at MCDC be increased; now therefore

IT IS RESOLVED that pursuant to ORS 169.044 the population limit at MCDC shall be 676, effective February 07, 1998; and

IT IS FURTHER RESOLVED that the population increase from 476 to 676 shall be phased in over six weeks according to the following schedule:

January 10, 1998 - a population limit of 546

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IT IS FURTHER RESOLVED that if the number of inmates housed at MCDC exceeds the population limit in the schedule above then a county jail population emergency will exist; and

IT IS FURTHER RESOLVED that the Capacity Management Action Plan incorporated in Resolution 97-159 as Exhibit A be amended to change the population limit from 476 to 676; and

IT IS FURTHER RESOLVED that the Sheriff, or his designee, will implement the amended Capacity Management Action Plan in the event of a county jail population emergency.

APPROVED this 8 day of January 1998:




BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By


Jacqueline A. Weber, Assistant County Counsel

Capacity Management Action Plan

MCDC Facility Capacity *676

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- Assault, Kidnap, Rape, Robbery III
- Arson II
- Coercion
- Sex Abuse II
- Promoting Prostitution
- Ex-Convict in Possession of a Firearm

Group XII: Class B Felonies (Violent) (80 points)

- Negligent Homicide (Class C Felony)
- Custodial Interference I
- Child Neglect
- Theft by Extortion
- Compelling Prostitution

Group XIII: Class A Felony (Violent) (135 points)

- Arson I
- Unlawful Racketeering
- Escape I

Group XIV: Measure 11 Charges (150 points)

- Murder, Attempt, and Conspiracy
- Manslaughter I/II
- Assault I/II
- Kidnap I/II
- Rape I/II
- Sodomy I/II
- Unlawful Sexual Penetration I/II

Group XV: Holds (300 points)

- USM, USI, Armed Forces
- Escape, Institutional Leave
- Parole
- Fugitive
- Material Witness

*The offenses bulleted under categories are added as examples only.

Violent Charges;

Examples of violent charges:

Person to person crimes (Assault, Robbery, Rape, etc.) Firearms,
Explosives, Arson, Sex Abuse, Harassment, Menacing, Resisting Arrest.

Other Considerations:

The Sheriff may alter the order of the above criteria on an individual basis by taking into account the following factors known to him concerning the inmate:

propensity for violence,
history of arrests or convictions,
parole or probation revocations,
other county holds,
failure to appear,
failure to comply with sentencing orders,
violation of release conditions,
institutional behavior or classification,
mental or physical condition that may result in danger to self or others,
and the inability to care for self or others.

Note: Inmates held for any of the following reasons receive special consideration in the above process:

- Domestic Violence: Initially excluded until individual consideration and victim contact.
- Sex Abuse: Excluded unless no past history, victim is known to the inmate, victim (guardian) does not object to release, and victim does not live with the inmate.
- Gang member with charges involving firearms: Excluded
- Burglary where household members are in home, or weapon is involved: Excluded

Notice and Action:

At the initial occasion that the population reaches 100% of the designated capacity during the designated count times the Sheriff will give notice in accordance with ORS 169.046.

AND

The Sheriff will initiate the Capacity Management Plan as noted above.

Capacity Management Plan

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Establishing the Population Capacity at Multnomah County Detention Center, Adopting a Revised Capacity Management Action Plan and Repealing Resolutions 97-159, 98-1, and 04-135

The Multnomah County Board of Commissioners Finds:

- a. The Board of County Commissioners and the Sheriff are committed to operating the county's jails in a manner that is consistent with prevailing constitutional standards and statutory provisions regarding conditions of confinement.
- b. The maximum population capacity of the Multnomah County Detention Center (MCDC) has changed over time as a result of design changes, temporary construction and capital improvement projects.
- c. Resolutions 97-159, 98-1, and 04-135 established and amended the maximum jail population and capacity management plan, in response to jail over-crowding.
- d. On September 9, 2004, by Resolution 04-135, the Board instituted an examination of MCDC for the purpose of obtaining a capacity recommendation in accordance with ORS 169.042.
- e. The Sheriff, in partnership with the members of the Local Public Safety Coordinating Council, reviewed the Capacity Management Plan as revised in 04-135 and recommends changes to the Plan to ensure compliance with current law, operational practices and policy direction.
- f. The primary changes to the Plan include adopting the Oregon Criminal Justice Commission's definition of "person" crimes, ensuring the Plan's policy focuses on crimes and acts that are considered to be of greatest risk to persons, and eliminating unnecessary and confusing language.
- g. The Board has reviewed and considered the recommendations and consulted with the elected and appointed officials identified in ORS 169.046.

The Multnomah County Board of Commissioners Resolves:

1. Pursuant to ORS 169.042 and 169.044 the population limit at MCDC shall be 520.
2. If the number of inmates housed at MCDC reaches the capacity limit, a county jail population emergency will exist.

3. The attached Capacity Management Action Plan (Plan) is adopted and will be implemented in accordance with ORS 169.044 in the event of a county jail population emergency.
4. The Sheriff or designee, in the event the Sheriff is unable to act, will implement the Plan in the event of a county jail population emergency.
5. The Board, the Local Public Safety Coordinating Council, or the Sheriff may request a review of the Population Capacity at MCDC and/or the Capacity Management Plan.
6. The Board may issue additional orders or resolutions to carry out the functions and authority granted to Multnomah County under ORS 169.042, 169.044 and 169.046.
7. This resolution takes effect and Resolutions 97-159, 98-1 and 04-135 are repealed on February 28, 2005.

ADOPTED this 27th day of January 2005.

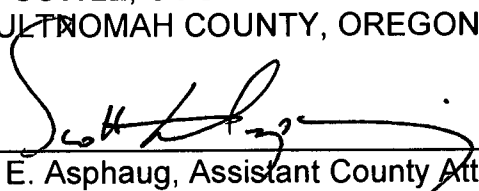
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By


Scott E. Asphaug, Assistant County Attorney

CAPACITY MANAGEMENT ACTION PLAN

- I. This Capacity Management Action Plan ("Plan") is adopted pursuant to ORS 169.044 to resolve a county jail population emergency. A jail population emergency exists when the MCDC population exceeds 95 percent of its population limit. In the event of a county jail population emergency, the Sheriff or his designee will implement this Plan.
- II. The intent of this Plan is to resolve a jail population emergency by holding in jail those that have been evaluated and found to represent the greatest threat to the safety of the community and releasing those that pose the least risk. Such evaluations will be based on objective criteria reasonably calculated to:
 - A. Resolve the jail population emergency;
 - B. Ensure community safety; and
 - C. Comply with prevailing constitutional and Oregon jail standards relating to conditions of incarceration.
- III. The Sheriff or his designee will develop and implement policies and procedures in which every person in custody of the Sheriff, and eligible under the Sheriff's authority to release, is evaluated using the following criteria:
 - A. Risk to self or other persons;
 - B. Propensity for violence;
 - C. Criminal Charges (person vs. non person);
 - D. Prior failures to follow court orders;
 - E. Parole, probation, or post-prison revocations; and
 - F. Institutional behavior or classification.
- IV. Persons whose current charge relates to or who have a criminal history involving the following shall receive special consideration:
 - A. Domestic violence;
 - B. Sex abuse;
 - C. Child abuse or crimes relating to children;
 - D. Risk to a known victim;

- E. Gang violence;
 - F. Crimes involving a weapon;
 - G. A history of an inability to comply with release conditions or sentencing orders (including Failure to Appear);
 - H. A history of Driving Under the Influence of an Intoxicants; or
 - I. A history of property crimes.
- V. A numerical score will be assigned to each person in custody and will rank the inmate population from highest to lowest score as indicated in Attachment A. The lowest score will represent the least threat to community safety.
- VI. The categories in this Plan apply equally to sentenced offenders, unsentenced offenders, and offenders held pursuant to warrants. The event of multiple charges pending against a single inmate, the most serious charge will determine the inmate's primary charge category. However, unsentenced offenders may be released for population reasons before sentenced offenders with a lower score until an unsentenced inmate reaches a predetermined score set by the Sheriff. Also, the Sheriff may release one gender with higher scores, if releasing the other gender with lower scores would only make available beds that would not be filled because there are no gender appropriate inmates waiting to be housed or no gender appropriate inmates classified for housing at the available bed.
- VII. The Plan shall ensure compliance with ORS 169.046 regarding notice of a county jail population emergency.
- VIII. The Sheriff may adopt, amend, and rescind MCSO policies and procedures as necessary to ensure compliance with the intent of section II of this Plan.

Attachment A - Capacity Management Plan

CHARGE LEVEL	PERSON ^{1,2}	NON PERSON ²
Measure 11	150	150
Class A Felony	135	100
Exemption	100 points: Burglary 1	35 points: MCS I and DCS I, with the exception of DCS to a Minor or Using a Minor in a Drug Offense
Class B Felony	80	35
Exemption	Escape I is 135 points	50 points: MCS II, Possession of Precursor 20 points: PCS I
Class C Felony	50	20
Exemption	80 points: - Attempted Escape I - Negligent Homicide - Stalking - Violation of a Court Protective Order - Unlawful use of a Weapon - Felony DUII	35 points: - Identity Theft - Forgery - UUMV 50 points: - Tampering with a Witness - Riot - Attempted Theft by Extortion
Class A Misd.	25	14
Exemption	50 points: - DUII 80 points: - Stalking - Violation of a Court Protective Order	35 points: - Mail Theft 50 points: - Strangulation
Class B Misd.	14	7
Class C Misd	NA	7
Unclassified Misd/Ordinances	7	7
		170 points: - Restraining Order Violation
Violation	NA	7

Attachment A - Capacity Management Plan

1. Person crimes are those defined by the Oregon Criminal Justice Commission, all child abuse and crimes relating to children, including delivering controlled substances to a child, using a child in a drug offense, all sex abuse, firearms related crimes, escape and any conspiring to commit those crimes defined here as person crimes.
2. The charge of Conspiring to Commit a Crime is treated the same the charge for the crime (example Conspiring to Commit a Burglary I is the same score as Burglary I).

BOGSTAD Deborah L

From: KIRK Christine A

Sent: Friday, January 21, 2005 4:02 PM

To: BOGSTAD Deborah L

Deb I noticed an oversight I made in the capacity plan. It is on the second to last page, the grid.

It says - MCS I and DCS I,

It should say, MCS I and all DCS I related charges,

Is there a way that this can be fixed? Do I need to ask for a substitution at the meeting?

Christine Kirk

Multnomah County Sheriff's Office

501 SE Hawthorne Suite 350, Portland OR 97214

503-988-4301, fax 503-988-4316

Inter-office mail - 503/350/kirk

1/24/2005

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 05-023

Establishing the Population Capacity at Multnomah County Detention Center, Adopting a Revised Capacity Management Action Plan and Repealing Resolutions 97-159, 98-1, and 04-135

The Multnomah County Board of Commissioners Finds:

- a. The Board of County Commissioners and the Sheriff are committed to operating the county's jails in a manner that is consistent with prevailing constitutional standards and statutory provisions regarding conditions of confinement.
- b. The maximum population capacity of the Multnomah County Detention Center (MCDC) has changed over time as a result of design changes, temporary construction and capital improvement projects.
- c. Resolutions 97-159, 98-1, and 04-135 established and amended the maximum jail population and capacity management plan, in response to jail over-crowding.
- d. On September 9, 2004, by Resolution 04-135, the Board instituted an examination of MCDC for the purpose of obtaining a capacity recommendation in accordance with ORS 169.042.
- e. The Sheriff, in partnership with the members of the Local Public Safety Coordinating Council, reviewed the Capacity Management Plan as revised in 04-135 and recommends changes to the Plan to ensure compliance with current law, operational practices and policy direction.
- f. The primary changes to the Plan include adopting the Oregon Criminal Justice Commission's definition of "person" crimes, ensuring the Plan's policy focuses on crimes and acts that are considered to be of greatest risk to persons, and eliminating unnecessary and confusing language.
- g. The Board has reviewed and considered the recommendations and consulted with the elected and appointed officials identified in ORS 169.046.

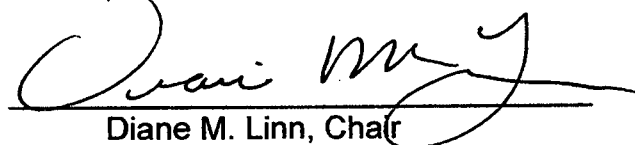
The Multnomah County Board of Commissioners Resolves:

1. Pursuant to ORS 169.042 and 169.044 the population limit at MCDC shall be 520.
2. If the number of inmates housed at MCDC reaches the capacity limit, a county jail population emergency will exist.

3. The attached Capacity Management Action Plan (Plan) is adopted and will be implemented in accordance with ORS 169.044 in the event of a county jail population emergency.
4. The Sheriff or designee, in the event the Sheriff is unable to act, will implement the Plan in the event of a county jail population emergency.
5. The Board, the Local Public Safety Coordinating Council, or the Sheriff may request a review of the Population Capacity at MCDC and/or the Capacity Management Plan.
6. The Board may issue additional orders or resolutions to carry out the functions and authority granted to Multnomah County under ORS 169.042, 169.044 and 169.046.
7. This resolution takes effect and Resolutions 97-159, 98-1 and 04-135 are repealed on February 28, 2005.

ADOPTED this 27th day of January 2005.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair



REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Scott E. Asphaug, Assistant County Attorney

CAPACITY MANAGEMENT ACTION PLAN

- I. This Capacity Management Action Plan ("Plan") is adopted pursuant to ORS 169.044 to resolve a county jail population emergency. A jail population emergency exists when the MCDC population exceeds 95 percent of its population limit. In the event of a county jail population emergency, the Sheriff or his designee will implement this Plan.
- II. The intent of this Plan is to resolve a jail population emergency by holding in jail those that have been evaluated and found to represent the greatest threat to the safety of the community and releasing those that pose the least risk. Such evaluations will be based on objective criteria reasonably calculated to:
 - A. Resolve the jail population emergency;
 - B. Ensure community safety; and
 - C. Comply with prevailing constitutional and Oregon jail standards relating to conditions of incarceration.
- III. The Sheriff or his designee will develop and implement policies and procedures in which every person in custody of the Sheriff, and eligible under the Sheriff's authority to release, is evaluated using the following criteria:
 - A. Risk to self or other persons;
 - B. Propensity for violence;
 - C. Criminal Charges (person vs. non person);
 - D. Prior failures to follow court orders;
 - E. Parole, probation, or post-prison revocations; and
 - F. Institutional behavior or classification.
- IV. Persons whose current charge relates to or who have a criminal history involving the following shall receive special consideration:
 - A. Domestic violence;
 - B. Sex abuse;
 - C. Child abuse or crimes relating to children;
 - D. Risk to a known victim;

- E. Gang violence;
 - F. Crimes involving a weapon;
 - G. A history of an inability to comply with release conditions or sentencing orders (including Failure to Appear);
 - H. A history of Driving Under the Influence of an Intoxicants; or
 - I. A history of property crimes.
- V. A numerical score will be assigned to each person in custody and will rank the inmate population from highest to lowest score as indicated in Attachment A. The lowest score will represent the least threat to community safety.
- VI. The categories in this Plan apply equally to sentenced offenders, unsentenced offenders, and offenders held pursuant to warrants. The event of multiple charges pending against a single inmate, the most serious charge will determine the inmate's primary charge category. However, unsentenced offenders may be released for population reasons before sentenced offenders with a lower score until an unsentenced inmate reaches a predetermined score set by the Sheriff. Also, the Sheriff may release one gender with higher scores, if releasing the other gender with lower scores would only make available beds that would not be filled because there are no gender appropriate inmates waiting to be housed or no gender appropriate inmates classified for housing at the available bed.
- VII. The Plan shall ensure compliance with ORS 169.046 regarding notice of a county jail population emergency.
- VIII. The Sheriff may adopt, amend, and rescind MCSO policies and procedures as necessary to ensure compliance with the intent of section II of this Plan.

Attachment A - Capacity Management Plan

CHARGE LEVEL	PERSON ^{1,2}	NON PERSON ²
Measure 11	150	150
Class A Felony	135	100
Exemption	100 points: Burglary 1	35 points: MCS I and all DCS I related charges, with the exception of DCS to a Minor or Using a Minor in a Drug Offense
Class B Felony	80	35
Exemption	Escape I is 135 points.	50 points: MCS II, Possession of Precursor 20 points: PCS I
Class C Felony	50	20
Exemption	80 points: - Attempted Escape I - Negligent Homicide - Stalking - Violation of a Court Protective Order - Unlawful use of a Weapon - Felony DUII	35 points: - Identity Theft - Forgery - UUMV 50 points: - Tampering with a Witness - Riot - Attempted Theft by Extortion
Class A Misd.	25	14
Exemption	50 points: - DUII 80 points: - Stalking - Violation of a Court Protective Order	35 points: - Mail Theft 50 points: - Strangulation
Class B Misd.	14	7
Class C Misd	NA	7
Unclassified Misd/Ordinances	7	7
		170 points: - Restraining Order Violation
Violation	NA	7

Attachment A - Capacity Management Plan

- 1. Person crimes are those defined by the Oregon Criminal Justice Commission, all child abuse and crimes relating to children, including delivering controlled substances to a child, using a child in a drug offense, all sex abuse, firearms related crimes, escape and any conspiring to commit those crimes defined here as person crimes.**
- 2. The charge of Conspiring to Commit a Crime is treated the same the charge for the crime (example Conspiring to Commit a Burglary I is the same score as Burglary I).**



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 01/27/05
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 01/27/05
Agenda Item #: R-3
Est. Start Time: 9:30 AM
Date Submitted: 01/03/05

BUDGET MODIFICATION: BCS - 09

Agenda Title: Budget Modification BCS-09 Replacing One IT Management Position with Two Line Positions to Meet the Service Needs of the Health Department

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

Date Requested:	<u>January 27, 2005</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Business and Community Services</u>	Division:	<u>IT</u>
Contact(s):	<u>Becky Porter</u>		
Phone:	<u>503-988-3110</u>	Ext.	<u>83110</u>
	I/O Address:		<u>503/4</u>
Presenter(s):	<u>Becky Porter and Sherry Swackhamer</u>		

General Information

1. What action are you requesting from the Board?

Board approval to eliminate one position and create two positions to meet service demands. Job descriptions have been reviewed by the County's Central Class Comp Unit. DBCS - IT and the Health Department recommend approval of this action.

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

The business needs of the Multnomah County Health Department (MCHD) have changed over the last year. These changes have occurred for a number of reasons including the migration of MCHD's systems off the mainframe and onto the Epic Practice Management System hosted by OCHIN and the reorganization and realignment of business processes within MCHD. MCHD has also been impacted by the centralization and reorganization of the Information Technology Division. In order to better meet these needs, IT and MCHD management reviewed the Health Application Development Team organization structure and position descriptions. This review resulted in the elimination of one management position and the addition of two positions. This change will increase the overall capacity of the team to deliver IT services to MCHD in the crucial areas of

training, operations and management reporting, and support to smaller systems utilized by Community Health Services. The smaller systems mentioned above are currently supported by a contractor at approximately \$65 per hour. The overall goal is flatten the organization and better utilize the budget dollars to provide the direct service that MCHD requires.

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

Budget modification document detail is attached. There is no net increase in the size of the IT program budget. There are sufficient funds budgeted to pay for these positions this year. Ongoing costs will be paid by the departments that use the services provided.

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

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?
The Risk Fund is decreased by \$1,447 due to personnel adjustments.
- What budgets are increased/decreased?
The personal services budget is decreased by \$35,353 in Cost Center 709604. The supplies budget is increased so there is no net impact.
- What do the changes accomplish?
The changes budget the cost of 2 new positions for 1/2 year and the elimination of a management position.
- Do any personnel actions result from this budget modification? Explain.
One IT Manager position is eliminated. Development Analyst and Development Analyst Sr. positions are created.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?
Any changes will be covered within existing cost center budget.
- 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?
N/A
- If a grant, what period does the grant cover?
N/A
- If a grant, when the grant expires, what are funding plans?
N/A

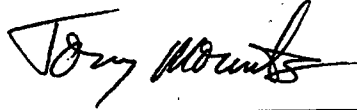
NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

ATTACHMENT B

BUDGET MODIFICATION: BCS - 09

Required Signatures

Department/
Agency Director:



Date: 12/29/04

Budget Analyst:

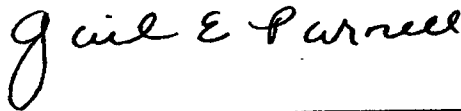


Date: 01/03/05

Department HR:

Date:

Countywide HR:



Date: 12/29/04

Budget Modification or Amendment ID: BCS-09

EXPENDITURES & REVENUES

Budget/Fiscal Year: 05

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

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	71-30	3503	20		709604		60000	414,837	388,517	(26,320)		Base
2	71-30	3503	20		709604		80130	119,969	112,383	(7,586)		Fringe
3	71-30	3503	20		709604		60140	79,120	77,673	(1,447)		Insurance
4	71-30	3503	20		709604		60240		35,353	35353		Supplies
6	71-20	3500	20		705210		50316			1,447		Risk Fund Service Reimbursement
7	71-20	3500	20		705210		60330			(1,447)		
75										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 = CURRENT YEAR Change			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
3503	9452	62817	IT Manager 1	702006	(1.00)	(82,608)	(23,808)	(12,566)	(118,982)
3503	6406	62817	Development Analyst Sr	712179	1.00	61,287	17,663	11,394	90,344
3503	6405	62817	Development Analyst	712180	1.00	51,289	14,781	10,844	76,914
			TOTAL ANNUALIZED CHANGES		1.00	29,968	8,636	9,672	48,276

6. 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
3503	9452	62817	IT Manager 1	702006	(1.00)	(82,608)	(23,808)	(12,566)	(118,982)
3503	6406	62817	Development Analyst Sr	712179	0.50	30,644	8,832	5,697	45,172
3503	6405	62817	Development Analyst	712180	0.50	25,645	7,391	5,422	38,457
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
TOTAL CURRENT FY CHANGES					0.00	(26,320)	(7,586)	(1,447)	(35,353)



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 01/27/05
Agenda Item #: R-4
Est. Start Time: 9:35 AM
Date Submitted: 01/11/05

BUDGET MODIFICATION: -

Agenda Title: RESOLUTION Approving the 2004-2007 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: January 27, 2005 Time Requested: 5 Minutes
Department: Business Services Division: Human Resources
Contact(s): Jim Younger/Gail Parnell
Phone: 503-988-5135 Ext. 28504 I/O Address: 503/4
Presenter(s): Jim Younger and Gail Parnell, County Representatives, ONA Representatives

General Information

1. What action are you requesting from the Board?

Human Resources 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 labor agreement between Multnomah County and ONA expired on June 30, 2004. Through a series of negotiations, including two (2) mediation sessions, agreement on a new labor agreement has been reached. The negotiated contract is a three year labor agreement that is set to expire on June 30, 2007. The agreement provides for the continuation of wages, benefits and other working conditions. The following highlights the major changes to the contract:

Wages and Classifications

- 2.3% inflation adjustment retroactively applied for FY 2004
- Second and third year of agreement, wage re-openers plus up to 5 articles by each party.
- Increase vacation accrual maximums so they are in line with other county contracts.
- Increase shift differential, swing from \$1.50 to \$1.75 and graveyard from \$2.50 to \$3.50.

- Agreed that if an employee is not given at least 10 hours break between shifts the employee will receive overtime for all hours worked.
- Agreed to include shift differential in overtime rate if an employee works overtime in conjunction with their normal shift.

Education

- Agreed to provide nurse practitioners and Physician Assistants with 40 hour continuing education hours per year and education expense compensation which is equivalent to Physicians. Prorated per FTE.
- Agreed that RN's shall be entitled to take up to 24 hours each year of continuing education courses (12 hours for part time employees). LPN's may take up to 16 hours each year, 8 hours for part time employees.

Health and Welfare

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

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

ONA wages will be increased by inflation factor of 2.3 % effective July 1, 2004. For FY 2005, the contract settlement is estimated to cost approximately \$380,000, of which \$100,000 is the General Fund's share.

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

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

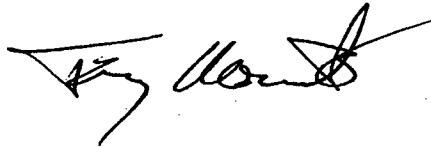
None at this time.

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

None at this time.

Required Signatures

**Department/
Agency Director:**



Date: 01/18/05

Budget Analyst:

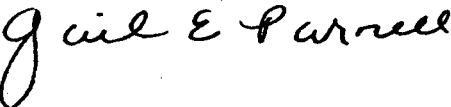
Date: _____

Department HR:



Date: 01/11/05

Countywide HR:



Date: 01/18/05

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving the 2004-2007 Labor Agreement Between Multnomah County and the Oregon Nurses Association

The Multnomah County Board of Commissioners Finds:

- a. The labor agreement between Multnomah County and the Oregon Nurses Association expired on June 30, 2004. Representatives of Multnomah County and Oregon Nurses Association completed bargaining for a successor labor agreement effective July 1, 2004 - June 30, 2007.
- b. The successor labor agreement was negotiated pursuant to ORS 243.650-243.782.

The Multnomah County Board of Commissioners Resolves:

1. The Labor Agreement between Multnomah County and the Oregon Nurses Association is approved with an effective date of July 1, 2004.

ADOPTED this 27th day of January, 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. 05-024

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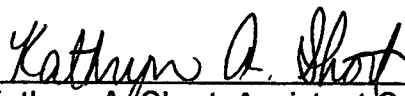


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


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2004-2007



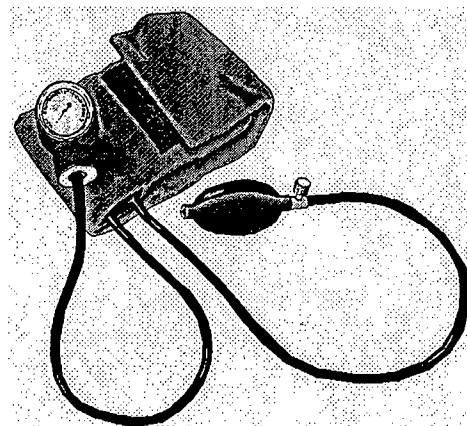
AGREEMENT

between

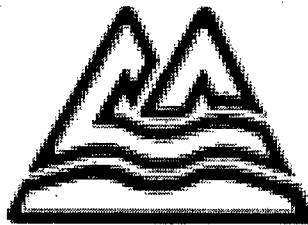
Multnomah County, Oregon

and

Oregon Nurses Association



**2004-2007
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
OREGON NURSES ASSOCIATION**



**LABOR RELATIONS SECTION
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This document is available in accessible format upon request

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2004-2007

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

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

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

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

3. On-Call and Temporary Employees.

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

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

- 1. Payment at the minimum of Step 1 for the classification to which the employee is hired,
- 2. Shift differential (Article 15.2),

3. Subject to the limitations of Article 13, section 6, subsection K below, a differential in lieu of benefits in the amount of seventy-five cents (.75¢) per hour.

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

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

New Years Day;
4th of July;
Thanksgiving; and
Christmas Day.

6. No discrimination (Article 21.2);

7. Corrections Premium (Article 15.15);

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

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

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

B. Reporting. The Association may request periodic reporting by the Health Department relating to patterns of use and compensation of temporary, part-time (less than twenty (20) hours per week) and on-call employees. The parties further agree that the County shall make every effort to employ permanent full and part-time employees over on-call and temporary employees, pursuant to Article 13.7.B.

ARTICLE 3
MANAGEMENT RIGHTS

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

ARTICLE 4

ASSOCIATION SECURITY AND CHECK OFF

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

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

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

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

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

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

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

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

4. The amounts to be deducted shall be certified by the Association to the 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, home addresses, social security
19 numbers, and dates of employment. Each month subsequent to the establishment of
20 the master list, the County shall forward to the Association the names, job
21 classifications, work locations, home addresses, dates of employment, and social
22 security numbers of all new employees covered by this Agreement and of all
23 employees who terminated from the bargaining unit during the month. The
24 Association shall advise the Manager of the County's Central Human Resources
25 Division of the address to which the listings are to be sent. Whenever an employee
26 has not joined the Association within thirty days after employment as described in
27 Section 2, Subsection (B) above, the Association shall give written notice to the
28 County's Central Payroll Office and shall deliver a copy to the affected employee.
29 Deduction of the service fee pursuant to Section 2, Subsection (B) above shall be
30 made on the first payday of each month, but no deduction shall be made in the
31 absence of correct notification from the Association as provided under this section.

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

3 7. Contract Negotiations

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

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

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

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

ARTICLE 5

NO STRIKE AND NO LOCKOUT

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

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

ARTICLE 6

HOLIDAYS

1. Holidays.

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

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

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

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

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

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

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

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

6. Personal Holidays

A. Accrual

Personal holidays may be accrued in lieu of:

1. Four hours of flexible holiday time as provided in Section 1.A above;
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

1
2
3
4 1. Definition and Allowable Use. Sick leave is a leave of absence with pay that
5 may be used by an employee in the event of the following non-occupational
6 conditions involving the employee or a member of his or her immediate household:

- 7 A. Illness,
8 B. Injury,
9 C. Quarantine based on exposure to contagious disease,
10 D. Medical or dental appointments.

11 In addition, an employee may use accumulated sick leave on an approved FMLA
12 leave due to the illness of a family member who lives outside the employee's
13 immediate household. The right to use sick leave in such situations is conditional
14 pending a determination that the leave, in fact, qualifies for an unconditional grant of
15 FMLA leave.

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

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

25 3. Accrual. Employees shall accrue sick leave at the rate of .0461 hours per
26 straight time hour worked, or be on paid leave to be used in the event of illness or
27 illness of a member of immediate household. Sick leave may be accrued on an
28 unlimited basis. Employees will not accrue sick leave during a leave of absence
29 without pay.

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

1 increasing replacement costs.

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

5 1. A pattern of use in conjunction with days off, holidays, or
6 vacations,

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

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

13 B. High Frequency Sick Leave Use. When frequent use of sick leave
14 gives rise to problems that cannot be resolved between the supervisor and an
15 employee or employees, the County may present the details of any such problem in
16 writing to the Association. The Association agrees to work with the County in
17 reaching an equitable resolution of the dispute.

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

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

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

28 6. Occupational Exposure. Due to the occupational exposure to communicable
29 disease, new employees shall be allowed to use up to five (5) days of their first year's
30 sick leave immediately upon employment. If the employee terminates prior to
31 accruing adequate sick leave to cover that used, the County shall deduct from the

1 final settlement check one (1) hour's gross pay for each hour of sick leave used
2 beyond that earned.

3 7. Conversion of Sick Leave. Based upon accrual as of July 1 each fiscal year,
4 employees shall be allowed to convert sick leave in accordance with the following
5 schedule:

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

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

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

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

17 E. When an employee has accrued one thousand two hundred eighty
18 (1280) hours sick leave, he or she may convert six (6) days accrued sick leave to six
19 (6) additional personal holidays each fiscal year.

20 8. Other Sick Leave Provisions.

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

ARTICLE 9
OTHER LEAVES

1
2
3
4 1. Leaves of Absence. Consistent with the needs of the County and unless
5 otherwise stated, leaves of absence without pay may be granted for a limited period
6 of time for any reasonable purpose not to exceed six months, and such leaves may
7 be renewed or extended for any reasonable period of up to one (1) year.

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

15 2. Bereavement Leave. An employee shall be granted not more than three (3)
16 work days' leave of absence with full pay in event of death in the immediate family of
17 the employee to make household adjustments or to attend funeral services. If such
18 funeral is beyond 350 miles, the employee may be granted up to three (3) additional
19 days with pay at the discretion of the employee's supervisor for travel and personal
20 considerations. For purposes of Bereavement Leave, an employee's immediate
21 family shall be defined as spouse, domestic partner, parents, children, brother, sister,
22 grandchildren, grandparents, grandparents of his or her domestic partner or spouse,
23 father-in-law, mother-in-law, sister-in-law or brother-in-law. In relationships other
24 than those set forth above, under exceptional circumstances, such leave of absence
25 may be granted by the County Chair or the Chair's designee(s), upon request.

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

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.

ARTICLE 10
HEALTH AND WELFARE

1
2
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

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

July 1, 2004 – Full-time Employees

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

July 1, 2004 – Part-time employees

- The County pays \$350.00.

July 1, 2005 – All employees

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

July 1, 2006 – All employees

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

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

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 Part-time employees may receive full Medical and Dental benefits upon
21 payment of fifty percent (50%) of the monthly premium by the employee to the
22 County. However, the County will pay the next monthly premium in entirety for an
23 eligible part-time employee who works full-time 100% of time for thirty (30)
24 continuous days (128 hours).

25 B. Benefit Coverage for Terminating Employees.

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

30 b. Other Terminating employees

1 1) County-subsidized coverage at Termination. If the
2 employee's last regularly scheduled work day in pay status falls on or before
3 the fifteenth (15th) day of the calendar month in which the employee's County
4 employment terminates, medical/vision and dental benefits toward which the
5 County has contributed will lapse at the end of that calendar month. If such
6 work day in pay status falls after the fifteenth (15th) of the calendar month in
7 which the employee's County employment has terminated, coverage toward
8 which the County has contributed will lapse at the end of the following
9 calendar month. (Example: Employee A's last day is July 15. Employee A's
10 coverage toward which the County has contributed will lapse July 31.
11 Employee B's last day is July 16. Employee B's coverage toward which the
12 County has contributed will lapse August 31.)

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

16 c. Employees on Unpaid Leaves of Absence

17 1) Leaves of less than 30 days. Employees' benefits
18 coverage will not be affected by unpaid leaves of absence of less than 30
19 days' duration.

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

29 3) Non-FMLA Leaves

30 i. Lapsing of County-subsidized coverage. If the
31 employee's last regularly scheduled work day in pay status falls on or before

1 the fifteenth (15th) day of the calendar month coverage toward which the
2 County has contributed will lapse at the end of that calendar month. If such
3 work day in pay status falls after the fifteenth (15th) of the month, coverage
4 lapses at the end of the following calendar month. (Example: Employee A
5 goes on non-FMLA unpaid leave effective July 15. Employee A's coverage
6 toward which the County has contributed will lapse July 31. Employee B goes
7 on non-FMLA unpaid leave July 16. Employee B's coverage toward which the
8 County has contributed will lapse August 31.)

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

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

29 iv. Continuation of benefits upon return from a leave of
30 absence without pay

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

6 2. Employees returning from an authorized non-FMLA
7 unpaid leave in the following July to June plan year may enroll in different
8 plans within 31 days of their return. If enrollment forms are received on the
9 first day of the month, the changes will be effective that day; otherwise,
10 changes will be in effect the first day of the month following receipt of the
11 forms.

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

- 24 1. they are not legally married to anyone;
25 2. each is at least eighteen years of age;
26 3. they are not related to each other by blood in a degree of kinship closer
27 than would bar marriage in the State of Oregon;
28 4. they were mentally competent to contract when the domestic
29 partnership began;
30 5. they are each other's sole domestic partner;

1 6. they are jointly responsible for each other's common welfare including
2 basic living expenses as defined in the Affidavit of Marriage or Domestic Partnership.

3 D. Uniform Administration. As a further precondition of coverage, all
4 employees enrolling for new or changed coverage whether married or with a
5 domestic partner, shall be notified, in writing, that they are required to complete ,
6 sign, and submit to the Employee Services Division a copy of the County Affidavit of
7 Marriage or Domestic Partnership. Enrollment times and other procedures for
8 administration of medical and dental insurance plans shall be applied to employees
9 with domestic partners in the same manner as to married employees.

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

22 F. Notice Required of Employee upon Termination of Marriage or
23 Domestic Partnership of Other Change In Dependent Eligibility. Employees whose
24 marriage or domestic partnership terminates must complete, sign, and file with the
25 Employee Services Division a copy of the statement of Termination of
26 Marriage/Domestic Partnership within ninety (90) days of death, divorce, or
27 dissolution of domestic partnership. In addition, employees must remove from
28 coverage a child who has become ineligible because he or she is 23 years old, or for
29 any other reason within 90 days of disqualification. Pursuant to federal HIPAA
30 regulations in effect at the signing of this agreement, employees who fail to remove
31 an ineligible spouse domestic partner, or child within ninety (90) days will be required

1 to reimburse the County for premiums paid for the time the spouse, partner, or child
2 was no longer eligible for coverage.

3 G. Default Enrollment

4 1. New full-time employees or employees changing from part-time
5 to full-time status who fail to submit timely application for "opt-out" or for
6 enrollment into the medical-dental benefit plans described in sections 1 and 2
7 above will be enrolled in the County's major medical plan and ODS dental plan
8 by default. Eligible dependents of such employees may be enrolled in the
9 same plans if the employee submits application within 15 days of receiving
10 notice of his or her default enrolment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H. In addition to the other requirements of this section, continued medical plan participation or benefit of County contributions is conditioned on the retiree's continuous participation in the member's medical insurance plan from the time of retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e. 50% or 100%, as applicable) of the monthly premium. Failure to continuously participate or make timely and sufficient payment of the applicable retiree portion of the monthly premium shall terminate the retiree's rights under this section. Payments by retirees of their portion of the monthly premiums under this section shall be timely if the retiree has authorized and instructed P.E.R.S. to regularly deduct his or her portion of the premium from his or her pension check and remit that amount to the

1 County's collection agent, or if it is received by the County's designated collection
2 agent at least thirty (30) days prior to the month for which the resulting coverage will
3 apply. The County shall inform the retiree of the identity and mailing address of the
4 collection agent at the time the retiree signs up for continued post-employment
5 medical insurance coverage, and shall inform the retiree of changes of collection
6 agent not less than forty-five (45) days in advance of the effective date of the change.

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

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

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

23 L. Effective July 1, 1999 and Except as otherwise provided in this Article, if
24 individual employees are required by this agreement to make premium contributions
25 by payroll deduction pursuant to section 3(d) of this article, the employer contribution
26 toward eligible retirees' insurance under this article shall be 50% of the employer
27 contribution it makes for an active employee on the same plan and participation level
28 rather than 50% of premium; PROVIDED, that the amount shall be 100% of the
29 employer contribution made on behalf of an active employee on the same plan and
30 participation level rather than 100% of premium for employees hired before

December 7, 1994 who opt for the retiree insurance program provided under subsection j. of this section.

5. Flexible Spending Accounts – Medical Expenses

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

6. Dependent care expenses

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

7. Life Insurance

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

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

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

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

10. Drug and Alcohol Policy and Procedure.

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

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

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

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

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

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

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

ARTICLE 11
WORKERS' COMPENSATION AND
SUPPLEMENTAL BENEFITS

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

2. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt his or her continued period of employment with reference to accrual of seniority unless the employee's doctor, the State Workers' Compensation Department or Board or the employee certifies to the County in writing that the employee will be permanently disabled to such an extent that he or she will be unable to return to the County and fully perform the duties of the position he or she last occupied. In such event, the employee's status shall be governed exclusively by applicable state statutes related to re-employment and non-discrimination. If injured during probation, the probationary period may be extended by written agreement of the Association, employee and County.

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

A. Supplemental benefits shall only be payable for those days compensable under Workers' Compensation Law as time loss on an approved claim. For employees with approved claims, supplemental benefits shall be paid for no more than three hundred and twenty (320) hours of the employee's regular working hours or for a period equal to the amount of accrued sick leave hours at the time of injury, whichever is greater. Such payments shall not be chargeable to accrued sick leave.

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

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

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

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

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

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

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

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

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

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

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

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

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

J. Inactive layoff status: The status of an employee on a recall list after termination due to layoff but before recall to a bargaining unit position or expiration of 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.

ARTICLE 13, SENIORITY, LAYOFF AND FILLING OF VACANCIES

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.

ARTICLE 15

WAGES

1. Wages.

A. Employees shall be compensated in accordance with the wage schedule attached to this Agreement as Addendum A, which by this reference is incorporated herein.

B. Reopener. During each reopener in 2005 and 2006 if the parties exhaust all impasse resolution mechanisms provided by law, the terms of Article 5 (No Strike Clause) shall be waived for the duration of any resulting strike or lockout.

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

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

B. An hourly premium of three dollars fifty cents (\$3.50) for all hours worked on shifts beginning between the hours of seven (7:00) p.m. and six (6:00) a.m.

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

3. Work in a Higher Classification. Whenever an employee must be replaced by another employee(s) for a period of four (4) shifts within a thirty (30) day period and such employee(s) assigned to perform the work is normally assigned to work in a lower classification, that employee(s) will be paid for all shifts worked at the rate assigned to the higher classification in the appropriate step according to the promotional policy, if the employee(s) in fact performs a majority of the principal

1 duties of the higher classification. Provided, further, however, that the amount of
2 payment for acting as temporary supervisor shall be in accordance with existing
3 practice.

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

6 4. Overtime.

7 A. Where operational circumstances permit, all overtime shall be by prior
8 approval by the authorized supervisor or assigned designee, or evaluated, if
9 appropriate, and approved later. Unauthorized and inappropriate overtime may result
10 in disciplinary action. The employer shall ensure that nurses assigned to see clients
11 in clinics have a means to request authorization to work overtime. The opportunity to
12 make such request shall be made no sooner than the last hour of the regularly
13 scheduled clinic day and not later than 15 minutes prior to the end of the day. In lieu
14 of such opportunity, the employer may, at its discretion, issue standing orders to
15 govern requests, in lieu of a daily request system, so long as the rule provides the
16 employee clear guidance as to whether overtime is or is not authorized.

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

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

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

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

25 4. In excess of twelve (12) hours in any work day for employees
26 working twelve (12) hour shifts pursuant to an agreement conforming with Article
27 14(7).

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

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

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

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

19 F. Rest Between Shifts. Employees who do not have ten (10) hours of
20 rest between the end of one regular/mandatory work shift and the commencement of
21 another regular/mandatory work shift shall be paid 1 ½ times their regular base rate
22 of pay for all hours worked on the second shift. This provision does not apply to
23 employees who voluntarily return with less than 10 hours between shifts. This pay is
24 in addition to any other premium pay/shift differential for which the employee
25 qualifies.

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

27 A. Stand-by. Employees on a regular work schedule who are placed on
28 "stand-by" duty beyond their regularly scheduled work day or work week and are
29 assigned an answering device for stand-by purposes, shall be paid two dollars
30 (\$2.00) per hour they are on stand by status.

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

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

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

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

19 7. Reimbursement for Required Use of Personal Automobile.

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

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

1 employees and thirty five dollars (\$35.00) for part time employees, per month base
2 reimbursement shall be for vehicle maintenance and insurance allowance.

3 It is further understood and agreed that employee(s) must be in active pay
4 status to qualify and receive mileage base reimbursement. All other employees that
5 use their own vehicles shall only be reimbursed at the IRS rate set forth in Section 7.
6 A above.

7 8. Parking.

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

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

1 such ad hoc use. The County agrees to establish a procedure in cooperation with
2 ONA for reimbursement of such fees. Field Community Health Nurses who are
3 regularly assigned to the Southwest/Northwest area of the City with metered streets,
4 shall be compensated an additional ten dollars (\$10.00) per month above the regular
5 mileage reimbursement base.

6 9. Transit Subsidy

7 A. Statement of Purpose

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

14 B. Scope of Subsidy

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

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

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

23 C. Procedural Requirements

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

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

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

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

13. Lead Assignments.

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

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

14. Retirement.

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

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

1 C. The County shall "pick-up" employee contribution to PERS or OPSRP, six
2 percent (6%) as provided by ORS 238.205(5)(a) and ORS 238A.330. If for any
3 reason the ORS 238.205(5)(a) or ORS 238A.330 "employer pick-up" is no longer
4 legally available the County shall on the last payroll period of this Agreement
5 increase employee wages by six percent (6%) and return to the limited "pick up"
6 provided for prior to the resumption of PERS/OPSRP pick-up in 1999, including but
7 not limited to the terms of compensation for non-PERS/OPSRP members. Pursuant
8 to ORS 238.205(6) and ORS 238A335(1) and (2)(a), the parties agree and
9 acknowledge that employee compensation was reduced in order to generate the
10 funds needed to make these employee contributions to the employee accounts; the
11 employer will file any required notices with the Public Employees Retirement Board.

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

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

17	Licensed Community Practical Nurse	\$1.00/hour
18	Community Health Nurse	\$1.20/hour
19	Nurse Practitioner	\$1.50/hour
20	Physician Assistant	\$1.50/hour

21 16. Weekend Differential. Bargaining unit members will receive a two dollar (\$2.00)
22 per hour weekend differential for each such hour worked on Friday from 9:30 p.m.
23 until midnight, on Saturday, or on Sunday before 9:30 p.m.

24 17. Payments in Error and Payments in Violation of Contract.

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

30 B. Unknowing Receipt of Over-Payment. Any unknowing receipt of
31 unauthorized payments or payments in error due to clerical, technical, or computer

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

3 C. Repayment. The County will, upon request, make every effort to
4 receive over-payments specified in "A" or "B" above, by payroll deduction over a
5 reasonable period of time, as determined by the Central Human Resource Manager
6 or their designee.

7 D. Repayment to the Employee. If the County makes an error which
8 results in a negative impact on the employee it shall be corrected within the following
9 pay period.

10 18. Longevity Pay. Effective July 1, 1999, employees who have twenty (20) years
11 of service in positions covered by the ONA bargaining unit shall receive a longevity
12 pay increase two percent (2.0%) above the base step rate he or she would otherwise
13 receive. Longevity pay shall be deemed part of the employee's regular base pay
14 rate.

15 19. Bilingual Pay. A differential of four percent (4%) over base rate will be
16 paid to employees in positions which specifically require, and who have been
17 directed to translate to and from English to another language (including the use of
18 sign language) as a condition of employment. The proficiency level for interpretation
19 and translation skills will be assigned by management and contained in an
20 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

1. Continuing Education (Upon Completion of Probationary Period):

(This section is prorated effective January 1, 2005)

A. Nurse Practitioners and Physician Assistant

a. Requirements:

Each Nurse Practitioner and Physician Assistant will participate in at least five (5) days, forty (40) hours per year of accredited continuing education activities which are directly related to the employees responsibilities. Records of participation should be submitted at each annual performance evaluation.

b. Education Expenses:

- 1) Allocations of bargaining unit travel and training will be determined annually through the budgetary process. Allocation for Nurse Practitioner and Physician Assistant will be equivalent to Physicians. The maximum annual allotment will be proportional to budgeted FTE.
- 2) Tuition, travel, meals and lodging, certification examination fees, books, journal subscriptions and home study courses are all reimbursable expenses. Books and journals purchased through travel and training funds are the property of Multnomah County and must remain at the worksite for the use of all staff members.
- 3) Requests for disbursement and/or reimbursement of funds will be submitted for approval to the employee's manager or their designee on the appropriate form.

c. Time Off Requests:

- 1) Requests for time off will be made to managers in a manner identical to vacation leave requests. Employees will note leave on their TAR. Managers will be responsible for tracking paid leave.
- 2) Requests will be submitted six weeks prior to the anticipated leave to allow for scheduling. Six week deadline will be waived for units

returning from limited duration layoff. Requests submitted after the six-week deadline may be approved at the discretion of the manager.

- 3) If multiple persons request the same dates off, all involved parties will negotiate which requests take priority based on protocols established at each work site.

d. Paid Leave for Educational Activities:

- 1) Each 1.0 FTE will receive up to five working days per year of paid leave for approved CE activities. Part-time employees shall receive a prorated amount of paid leave (see below).
- 2) All participation in CE activities during the Monday through Friday work week will be considered for paid leave regardless of whether it falls on the employee's accustomed work day. However, no paid time will be allowed for weekend or evening activities unless the employee is regularly scheduled to work those hours.
- 3) Employees working less than 1.0 FTE cannot accumulate paid leave in any given week in excess of their regularly scheduled days that week. In any given week the total number of paid days spent performing regular duties plus paid days on CE leave must equal the total number of regularly scheduled days that week. In other words, employees are paid for their regularly scheduled days that week regardless of how they split their time between clinic and conference.
- 4) Employees attending conferences on days they do not normally work may take leave from their regularly scheduled days that same week (flex time). Any such flex time must be taken the same week. It cannot be saved up to be taken at a later time.
- 5) Employees will be responsible for accurate entry of time off as "educational leave" on their time sheet. Managers may ask for documentation of attendance if desired.

<u>FTE</u>	<u>CE Required/yr</u>	<u>Paid Leave/yr</u>
.5	5 days	2.5 days

1	.6	5 days	3 days
2	.7	5 days	3.5 days
3	.8	5 days	4 days
4	.9	5 days	4.5 days
5	1.0	5 days	5 days
6			

7 B. Community Health Nurse and Licensed Community Practical Nurses

8 Each Community Health Nurse may take up to 24 hours paid leave per
9 year (12 hours for part-time employees) for education activities which are
10 directly related to the employee's responsibilities.

11 Each Licensed Community Practical Nurse may take up to 16 hours
12 paid leave per year (8 hours for part-time employees) for education activities
13 which are directly related to the employee's responsibilities.

14 2. Unpaid Educational Leave.

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

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

23 3. Tuition Reimbursement.

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

- 29 • Required as a prerequisite to enroll in a BSN or MSN program, or;
- 30 • Required as a part of the nurse's current enrollment in a BSN or
- 31 MSN program. Employees shall apply for approval of the request
- 32 for reimbursement at least five (5) days prior to the proposed
- 33 enrollment. If approved prior to enrollment, the County will make

1 reimbursement within thirty (30) days after proof of satisfactory
2 completion of the course.

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

11 4. In- Service Classes.

12 In-service classes will continue to be offered and regularly scheduled for
13 employees. Attendance may be required for a particular classification or individual
14 employee. Some attendance may be optional. All in-service classes will be paid at
15 the employee's regular rate of pay unless the training takes place at a time assigned
16 a shift differential. Then employee will be paid at the rate paid for the shift in which
17 the training takes place. Annual needs assessment with bargaining unit members
18 and work teams will be conducted for clinical and practice educational needs.

19 In an effort to improve the presentation and content of regularly scheduled in-
20 services classes, and upon request by the Association, department representative(s)
21 will consult with Association representative(s) regarding in-service courses
22 presentation and content.

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ARTICLE 18
EMPLOYMENT STATUS

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

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

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

18 4. Termination Interviews. Upon termination of employment, full-time and
19 part-time nurses shall be granted an interview with the appointing authority if the
20 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.

ARTICLE 20
SETTLEMENT OF DISPUTES

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4 1. Grievance Procedure. Any grievance or dispute which may arise between the
5 parties, involving the application, meaning or interpretation of this Agreement, shall
6 be settled in the following manner:

7 Step I: After first attempting to resolve the grievance informally, any employee
8 or the Association may present in writing such grievance to the employee's
9 immediate supervisor within fourteen (14) calendar days of the alleged contractual
10 violation; if, at the time of the alleged violation, the employee or his or her
11 representative is unaware of its occurrence, a grievance may be presented in writing
12 within fourteen (14) calendar days of the time the employee first has knowledge or
13 should have had knowledge of its occurrence. A grievance may not be initiated
14 concerning an event after sixty (60) days have elapsed; however, in no way is this
15 provision to be interpreted as affecting the pursuance of grievances which are of a
16 continuing nature (i.e., the breach continues and is not a single isolated incident).
17 The grievance notice shall include a statement of the grievance and relevant facts,
18 applicable provisions of the contract, and remedies sought. The supervisor shall then
19 attempt to adjust the matter and respond, in writing, to the employee or his or her
20 representative within fourteen (14) calendar days, provided however, that a written
21 request for fourteen (14) day extension mailed or presented to the ONA grievance
22 officer with a copy to the Association representative shall be granted.

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

28 Step III: If the grievance has not been answered or resolved at Step II, it may
29 be presented, in writing, by the grievant or representative to the County Chair, or his
30 or her designee(s), within fourteen (14) calendar days after the response of the

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
20 property arising out of the performance of his or her duties and who has his or her
21 claim for reimbursement denied by the County, may submit such claim to the Central
22 Human 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 next meeting. The parties first meeting shall occur within sixty (60) days following
2 signing of this agreement by both sides. The initial primary focus will be a
3 collaborative effort 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
20 property arising out of the performance of his or her duties and who has his or her
21 claim for reimbursement denied by the County, may submit such claim to the Central
22 Human 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

1
2
3
4 1. Savings Clause. Should any Article, section, or portion thereof of this
5 Agreement be held unlawful and unenforceable by any court of competent
6 jurisdiction, or any administrative agency having jurisdiction over the subject matter,
7 such decision shall apply only to the specific Article, section, or portion thereof
8 directly specified in the decision. Upon the issuance of any such decision, the parties
9 agree immediately to attempt to negotiate a substitute, if possible, for the invalidated
10 Article, section, or portion thereof. All other portions of this Agreement, and the
11 Agreement as a whole, shall continue without interruption for the term hereof.

12 2. Funding. The parties recognize that revenue needed to fund the wages,
13 benefits, and budget-related existing conditions provided by the Agreement must be
14 approved annually by established budget procedures. All such wages, benefits, and
15 budget-related existing conditions are, therefore, contingent upon sources of revenue
16 and annual budget approval. The County has no intention of cutting the wages and
17 benefits specified in this Agreement because of budgetary limitations, but cannot and
18 does not guarantee any level of employment in the bargaining unit covered by this
19 Agreement. The County agrees to include in its annual budget request amounts
20 sufficient to fund the wages and benefits provided by this Agreement, but makes no
21 guarantee as to the passage of such budget request pursuant to established budget
22 procedures. This Section 2 and County action hereunder shall not be subject to the
23 Resolution of Disputes Procedures hereinbefore set out.

ARTICLE 23
ENTIRE AGREEMENT

1
2
3
4 1. The parties acknowledge that during the negotiations which resulted in this
5 Agreement each had the unlimited right and opportunity to make demands and
6 proposals with respect to any subject or matter not removed by law from the area of
7 collective bargaining, and that the understandings and agreements arrived at by the
8 parties after the exercise of that right and opportunity are set forth in this Agreement.

9 This Agreement constitutes the sole and entire existing agreement between the
10 parties. Except as specifically modified by or treated in this Agreement, all policies,
11 matters, questions and terms affecting unit employees in their employment
12 relationship with the County shall be governed by the rules and regulations of the
13 Human Resources Department, and by Multnomah County Code 3.10 or its
14 successor. The County and the Association for the life of this Agreement each
15 voluntarily and unqualifiedly waives the right, and agrees that the other shall not be
16 obliged, to bargain collectively with respect to any subject or matter referred to or
17 covered by this Agreement, even though such subject or matter may not have been
18 within the knowledge or contemplation of either party or both parties at the time that
19 they negotiated and signed this Agreement.

20 2. Nothing in this Article shall preclude:

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

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

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

28 3. If the County wishes to implement actions that would otherwise violate this
29 agreement, the County and Association shall confer under 2.B above and decide
30 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

This Agreement shall be effective July 1, 2004, and shall remain in full force and effect through the 30th day of June 2007, subject only to a reopener for Article 15 Wages, Addendum A, Salary Schedule for ONA Bargaining Unit and not more than five (5) articles and/or addendums by each party. Negotiations for said reopener shall commence no later than April 1st of each year of this agreement and said negotiations each year will be subject to a ninety (90) day negotiating period, after which either party can request mediation. If after bargaining for 90 days the parties do not reach agreement, the Association and/or County may exercise their right to utilize the dispute resolution process outlined in PECBA including the Association's right to strike (not withstanding Article 5) and the County's right to implement. 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 fifty (150) 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 27th day
of JANUARY, 2005.

OREGON NURSES ASSOCIATION

Lauren Fries-Brundidge

Janine Tebeau-Jemerson

Angela Warnock

James Petersen

Laura Adania

Carol Simmons

Marcia Blaine

Shelley Garay

Judy Schaffer

NEGOTIATED BY:

Rob Nosse, Labor Relations
Representative, Oregon Nurses
Association

MUTNOMAH COUNTY BOARD OF
COUNTY COMMISSIONERS

Diane Linn, County Chair

Maria Rojo de Steffy, Commissioner

Serena Cruz, Commissioner

Lisa Naito, Commissioner.

Lonnie Roberts, Commissioner

NEGOTIATED BY:

Jim Younger, HR Manager
Multnomah County, Oregon

REVIEWED:

Agnes Sowle, County Attorney
For Multnomah County, Oregon

By Kathryn A. Short
Kathryn Short
Assistant County Attorney

ADDENDUM A

SALARY SCHEDULE FOR ONA BARGAINING UNIT

Wages effective July 1, 2004: Effective July 1, 2004 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 two point three percent (2.3%) over June 30, 2003 rates:

<u>CLASSIFICATION</u>	1	2	3	4	5	6	7	8	9
LICENSED COMMUNITY PRACTICAL NURSE	16.27	16.89	17.55	18.19	18.84	19.41	20.00	20.59	21.22
COMMUNITY HEALTH NURSE	21.06	21.86	22.71	23.54	24.42	25.33	26.28	27.27	28.09
NURSE PRACTITIONER	27.97	29.26	30.11	30.99	31.90	32.87	34.17	35.56	36.61
PHYSICIAN ASSISTANT	27.97	29.26	30.11	30.99	31.90	32.87	34.17	35.56	36.61

Reopener for 2005-2006: In accordance with Article 24, the parties agree to reopen Addendum A, no later than April 1, 2005.

Reopener for 2006-2007: In accordance with Article 24, the parties agree to reopen Addendum A, no later than April 1, 2006.

ADDENDUM B
DEFINITIONS

1
2
3
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 less than
27 thirty-two (32) hours per week but twenty (20) or more hours per week on a regular
28 schedule.

29 6. Permanent employee. An employee who following an examination process is
30 appointed from a list of eligibles certified by the Employee Services Division to fill a

1 budgeted position; provided that a permanent employee shall retain such status upon
2 temporary or permanent transfer, promotion, or demotion.

3 7. Probationary employee. A permanent employee serving a six (6) month
4 period of trial service to determine his or her suitability for continued employment,
5 such period to begin on the date of his or her appointment from a list certified by the
6 Employee Services Division. During the period of probation, the employee may be
7 dismissed without recourse to the grievance procedure if, in the opinion of his or her
8 supervisor, his continued service would not be in the best interest of the County. A
9 dismissed probationer shall be afforded upon request an opportunity to discuss his or
10 her dismissal with the Department Director or his or her designee(s).

11 If a probationary employee is granted a transfer to another division within the
12 Health Department, he/she may be subject to an additional six (6) month
13 probationary period.

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

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

ADDENDUM C
DRUG AND ALCOHOL POLICY

1. General. Multnomah County, in keeping with the provisions of the Drug Free Workplace Act of 1988, is committed to establishing and maintaining a work place which is free of alcohol and drugs and free of the effects of prohibited alcohol and drug use.

2. Holders of Commercial Drivers Licenses. While references to rules governing holders of Commercial Drivers Licenses (CDL) are included below, they are not comprehensive. CDL holders are responsible for complying with all laws, work rules, or County procedures pertaining to them, in addition to the requirements of this addendum.

3. Alcohol and Drug Policy Work Rules and Discipline.

A. Conduct Warranting Discipline.

1. While on duty, or on County premises, or operating County vehicles employees shall obey the work rules listed in "Subsection B" below. As with all work rules, violations may result in discipline per the provisions of Article 19, Disciplinary Action.

2. Employees will not be subject to discipline for seeking treatment for alcohol or drug dependency. However, employees will be held fully accountable for their behavior. Seeking treatment will not mitigate discipline for rule violations or other unacceptable conduct caused by such dependency.

B. Work Rules.

1. Possession, consumption, and distribution of alcohol or drugs while on duty. Employees shall:

a. Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell alcohol or alcohol containers in or to the work place except when lawfully required as part of the job. An exception will be sealed alcohol containers for gift purposes. Supervisors must be notified when such containers are brought to the work place. The "work place" includes vehicles parked on County property.

1 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 no-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
11 two (2) years from completion of any required treatment or education 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

1 under ORS 475.035, whose sale, purchase, transfer, use, or possession is prohibited
2 or 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

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.

LAST CHANCE AGREEMENT

6. It is understood that this agreement constitutes a final warning.

7. I understand the Employee Assistance Program is available to me should personal problems arise in the future that may have an effect on my ability to remain in compliance with the Drug and Alcohol Policy and/or this agreement.

8. I realize that violation of the Drug and Alcohol Rules and/or policies at any time in the future is cause for termination.

9. I realize that my employment will be terminated if I fail to meet the expectations outlined in this Agreement and the letter attached.

Disciplinary Action

I understand that the disciplinary action imposed in the attached letter may not be grieved under the grievance procedure in the ONA contract.

Personal Commitment

I pledge and agree to abide by the terms of this agreement. I understand that a violation of or noncompliance with any of these terms will result in my being terminated. Further, I pledge to remain free of all illegal drugs and also not to abuse legal drugs (including alcohol). I hereby consent to the County's contacting any treatment or health care provider who may have information on my alcohol or drug dependency condition and/or compliance with the terms of this agreement and authorize the provider to furnish such information to the County.

I understand the terms and conditions of this letter. I also understand that, except as expressly stated in this agreement, my terms and conditions of employment will be determined by the County's policies and rules, and that this agreement does not guarantee me employment for any set period of time. I have had sufficient time to study it away from the work place and to consult anyone I desire about it. I sign it free of any duress or coercion. This letter will become part of my personnel file.

(Employee) (Date) (Exempt Employee With (Date)
Disciplinary Authority)**

(Labor Representative) (Date) (Employee's Immediate (Date)
(optional) Exempt Supervisor***)

(Multnomah County (Date)
Labor Relations, if applicable*)

Footnotes:

* Necessary only if terms of the Labor Agreement are waived or excepted.

** Always necessary.

*** Optional in cases in which immediate supervisor does not have termination
authority.

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MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 01/27/05
Agenda Item #: R-5
Est. Start Time: 9:40 AM
Date Submitted: 01/19/05

BUDGET MODIFICATION:

Board Briefing in Response to Resolution 04-186 Reaffirming Multnomah County's Anti-Discrimination and Harassment-Free Workplace Policies,
Agenda Addressing Improvement of the Workplace Environment and Providing an
Title: Update on the Chair's Diversity Initiative

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

Date Requested: 01/27/05 Time Requested: 2.5 hrs
Department: Non-Departmental Division: Chair's Office
Contact(s): Iris Bell
Phone: 503 988-3308 Ext. 84034 I/O Address: 503/600
Presenter(s): Chair Diane Linn, Iris Bell and Invited Speakers

General Information

1. What action are you requesting from the Board?

Informational briefing update only.

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

Multnomah County's policy is to prohibit workplace harassment and discrimination against employees based on race, color, sex, age, religion, national origin, political affiliation, marital status, disability, sexual orientation, gender identity, source of income, familial status or physical or mental disability. (Multnomah County Personnel Rules, Discrimination and Harassment-Free Workplace; Personnel Rules, Chapter 3 Workplace Policy 3-40-020).

Multnomah County will not tolerate retaliation against any individuals who report discrimination or participate in the discrimination complaint process. (Section 3-40-050).

Section 6.10 of the Multnomah County Charter states that the Chair is the chief executive officer and personnel officer of the County.

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

N/A

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

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

At its December 16, 2004 meeting, the Board discussed and unanimously adopted Resolution 04-186, resolving that the Multnomah County will demonstrate its commitment to equal employment opportunity and affirmative action, and to a diverse, culturally competent and respectful workforce, by ensuring best practices in recruitment, hiring, training, education, contracting, and workplace policy development.

To identify a date no later than January 31, 2005 for a Board Briefing and Presentation to obtain a progress report on the following:

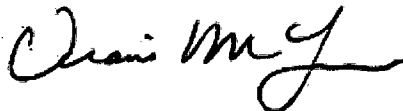
a) The Diversity Initiative, and

b) Chair Linn's five-point plan to prevent and deal with workplace discrimination and harassment.

To provide quarterly Board Briefings on the progress of the work under the Diversity Initiative and Chair Linn's five-point plan.

Required Signatures

**Department/
Agency Director:**



Date: 01/19/05

Budget Analyst:

Date: _____

Department HR:

Date: _____

Countywide HR:

Date: _____

BOGSTAD Deborah L

From: LINN Diane M

Sent: Tuesday, January 25, 2005 12:02 PM

To: #MULTNOMAH COUNTY ALL EMPLOYEES

This past summer County department directors and senior management staff sponsored a set of interviews to learn about how people of color view the workplace environment at Multnomah County. One result from those interviews is that some employees said they don't feel safe raising affirmative action or equal employment opportunity complaints.

In November, I announced an action plan that aims to ensure a harassment and discrimination free workplace for all employees of Multnomah County. A central component of that plan was to summarize the employee complaint procedures in order to provide a clear and easily accessible description of how to file a complaint; who employees can talk to about concerns or complaints; and, what happens after a complaint is filed.

The summary is attached to this message and will be posted on the MINT's Employee Resources link within the next two weeks.

This material was developed by a group consisting of Iris Bell, the County's Chief Operating Officer, Robert Phillips, the County's Affirmative Action Officer, Cecilia Johnson, Director of the Department of Business and Community Services, Tony Mounts, Director of County Business Services, and County Attorney Agnes Sowle.

The procedures are also being reviewed by Commissioners' offices, Department Directors, Human Resources staff, and representatives of the Managers of Color, and PRISM (Pride, Respect and Integrity for Sexual Minorities).

I want to reiterate my commitment to doing everything possible to create and maintain an environment that honors our diverse workforce and makes all of our employees feel not only safe, but respected and valued.

1/26/2005

<p style="text-align: center;">MULTNOMAH COUNTY EMPLOYMENT DISCRIMINATION/HARASSMENT/RETALIATION COMPLAINT PROCESS</p>

Policy: Multnomah County's policy is to prohibit workplace harassment, discrimination and/or retaliation on the basis of any federal, state or locally recognized protected class designations; or because of one's involvement, advocacy or participation in those activities protected under various laws. <http://www.boli.state.or.us/technical/taprocls.html>
Employees who violate these rules are subject to disciplinary action, up to and including discharge.

This procedure provides a means for resolving complaints by employees or applicants who believe they have been adversely affected by illegal or prohibited workplace discrimination, harassment and/or retaliation.

Definitions:

- **Discrimination** – Unequal or different treatment of an individual in any personnel action on the basis of race, color, sex, age, religion, national origin, political affiliation, marital status, sexual orientation, gender identity, source of income, familial status, or physical or mental disability or other protected status in accordance with applicable law.
- **Harassment** – Verbal or physical conduct that is derogatory, shows hostility towards an employee because of their protected status, and/or involves unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other conduct or communication of a sexual nature.
- **Retaliation** – Negative action taken towards a person because they initiated or participated in any manner in a complaint investigation, proceeding or hearing, regardless of the outcome.
- **Complaint** – Formal notice that a person believes they have experienced discrimination, harassment and/or retaliation in the workplace.

Who May File A Complaint: Any employee or applicant for employment may file a complaint.

How to File A Complaint: Complaints can be filed with the Affirmative Action Officer, Department Director, any County Manager, Supervisor or Human Resources Manager. Complaints may be filed orally followed by a signed statement, by email notification, or by using the formal complaint form. The complaint must identify the action, decision, conduct, or other basis that constitutes an alleged act or practice of unlawful or prohibited conduct and must allege that the action, decision or occurrence was taken or based on the complainant's protected status as described above. In most instances, the event which is the basis for the complaint must have occurred within the past six months.

Note: The above describes the filing of a formal complaint. An employee or job applicant does not have to file a formal complaint in order to discuss a concern about a situation they believe may involve discrimination, harassment or retaliation.

What Happens When A Complaint Is Filed:



- **Interview** – The person receiving the complaint will discuss the details with the complainant to explore options for resolution.
- **Investigation** – An investigation will be conducted at the discretion of Multnomah County. A formal complaint will describe the situation that forms the basis of the complaint and relief sought. Information obtained from the complaint will not be discussed with others except as necessary to investigate and resolve the complaint. Most investigations are concluded within 90 days of filing a complaint. Timelines may be extended by mutual agreement between the investigator and complainant.

The investigator will prepare a written summary of the investigation with findings that the complaint was (1) Substantiated, (2) Unsubstantiated, or (3) Inconclusive. The report will go to the department director and the Office of Diversity, Equity and Affirmative Action. If substantiated, the report will contain the recommended appropriate corrective action. The investigator will notify the complainant, respondent, department director, county attorney, Affirmative Action Officer and human resource director of the outcome, these individuals may then notify other county officials on a need to know basis.

Note: Complainant and all witnesses should be made aware that evidence gathered during the investigation may be used in subsequent proceedings and that they could be called as witnesses.

- **Informal resolution:** Complainant may attempt to resolve the problem through informal discussions with the person alleged to be responsible for the action, the person's supervisor or department director. The complainant may ask the supervisor, human resources and/or department director to assist in the informal resolution process. Once the complaint is informally resolved, a summary of the allegation(s) and the final resolution shall be forwarded to the Office of Diversity, Equity and Affirmative Action.
- **Right to Representation:** A complainant or respondent may be accompanied by another person at any stage of a complaint filed under this procedure.
- **Withdrawing a Complaint:** If the complainant wishes to withdraw the complaint during the process, the investigator will document the reasons but may continue the investigation at the county's discretion.

Filing External Complaints: Multnomah County encourages individuals to use the internal complaint procedure for resolution of discrimination concerns. Individuals also have the right to file civil rights complaints with the United States Equal Employment Opportunity Commission (<http://www.eeoc.gov/>) and/or the State of Oregon's Civil Rights Division (<http://www.boli.state.or.us/civil/>).



Multnomah County Board of Commissioners Briefing per Resolution #04-186

January 27, 2005

Topics

- Summary of Findings and Recommendations
 - Dr. de Bardelaben
 - Dr. Hayles
- Action Plan
 - HR Data Review – addressed by Dr. Hayles
 - Legal Review – Kathy Short
 - Safe Communication – Kathy Short
 - Affirmative Action Officer – Robert Philips
 - Executive Committee/MOC Task Force – Dave Boyer, Linda Castillo
- Diversity Initiative Update
 - Introduction – Cecilia Johnson
 - Employment – Robbie Berg
 - Business Opportunities – Herman Brame
 - Cultural Competency – April Lewis

Dr. Garfield de Bardelaben

Approach/Sources

- Interviewed 51 self-selected employees
 - Representative of all departments under Chair & DA's Office
 - Included all EEO categories
 - No attempt to get statistically valid cross section
- Only pre-established questions concerned name, department, position, length of employment, whether any lawsuit was pending
- Asked to describe their experiences (positive, negative, neutral) and what they've witnessed, seen or heard.

Themes from Interviews

- Perceived absence of visible, active & effective leadership in assuring equal opportunity, respectful inclusion & fair treatment
- Perceived absence of integrity in application of policies & procedures
- Perceived lack of fair and effective recruitment, hiring, assignment and retention practices
- Perceived lack of Executive Management accountability to provide safe work environment free of discrimination, disparate treatment, harassment and/or hostility

Themes (cont.)

- Perception of a work environment hostile to employees & people of color
- Perceived discrimination in promotion & training
- Perception of race-based decision-making.
- Distrust & lack of professional respect for Central HR
- Perception of no safe & confidential channels to bring forth complaints due to ODEAA reporting relationship with HR
- Perception of inappropriate and unethical utilization of temp employees

Recommendations

- Build relationship & trust between Executive Committee and MOC
 - Executive Committee should initiate relationship/trust building thru offer of a series of meeting for this purpose
 - Use initial meetings to establish expectations & ground rules
- Address the following questions
 - What are the issues/problems that exist regarding race & ethnicity that need to be addressed?
 - Does the environment, policies, procedures, practices contribute to everyone's success or produce advantage for one group over another?

Recommendations (cont.)

- In order to lead, manage, analyze and appropriately respond to issues and problems, Executive Committee should participate in diversity leadership training
- Consider separating AA/EEO from HR to address perceptions of safety
- Make this a high priority. Invest time and money in making the change

Dr. Robert Hayles

Approach/Sources

PEOPLE

- Managers of Color
- Human Resources
- HRIS
- Affirmative Action
- Diversity, Equity & Affirmative Action
- County Attorney
- Executive Committee

DATA

- Employee demographics
- Hires, promotions, recalls, terminations
- Equity analyses
- Affirmative Action Plans
- Targeted Employment
- Employee surveys

FINDINGS

- Employee Demographics
- Human Resource Processes
- Organizational Climate
- Current Challenges

Employee Demographics

- Overall diversity picture is very good for women and people of color (60% and 20% respectively).
- The same is true by EEO levels.
- There are a small number of job codes where there is underutilization.
- There is a short list of offices or areas of underutilization.

DETAILS ARE CLEARLY DOCUMENTED IN THE
AAP, TARGETED RECRUITMENT, ETC.

Human Resources Inequities: Pipeline and Processes

1. Hires – no patterns*, incidents/concerns (yes)
2. Promotions – no patterns*, incidents/concerns (yes)
3. Recalls – no patterns*, concerns (yes)
4. Bonus payments – yes (2 years ago), no (today)
5. Voluntary terminations – no patterns*, concerns (yes)
6. Involuntary terminations – no patterns* concerns and complaints (yes)
7. Complaints & disciplinary actions – better data and processes needed.
8. Purchasing/procurement – not examined
9. Specific issues raised in Dr. de Bardelaben's interviews (currently being addressed)

***Not statistically significant**

CLIMATE: 1991 - 2004

- 1991 – 2001: Significant improvement occurred in climate and in reducing underutilization.
- 2001 – 2003: Significant improvement occurred in reducing underutilization. No survey data were available regarding climate.
- 2003 – present: A few areas of underutilization remain. Based on bits of data, interviews, incidents, and expressed concerns, I believe the climate has worsened.

CURRENT CHALLENGES

- Current and anticipated budgetary constraints
- Change in both structure (e.g., HR) and people (e.g., Leadership)
- Turnover (voluntary and involuntary)
- Education & training needs (followed by behavioral change)
- Employees being heard
- Reports of poor cooperation and communication modeled by and among executives

Recommended next steps

(1 of 3 slides)

1. Continue to follow-up on what we learned from Dr. de Bardelaben's interviews.
2. Continue to address underutilization. (E.G., Implement Targeted Recruitment.)
3. Commit to making certain that every employee has a trusted place/person to voice concerns. (A good process must follow.)

Recommended next steps

(2 of 3 slides)

4. Use internal resources to revitalize education and training in the areas of Affirmative Action, Equity, Diversity and Cultural Competency.
5. Renew the Human Resources organization (with internal or external help) in order to model what the rest of the County should be experiencing.
6. Institute 360-degree feedback for all leaders.

Recommended next steps (3 of 3 slides)

Suggested 360-degree feedback process:*

- a. Respects individual confidentiality
- b. Processes data externally and reports back with recommendations
- c. Feeds individual results back to individuals
- d. Reports aggregated results back to Employees and Commissioners to complete the cycle of accountability
- e. Leaders/executives take actions based on feedback.
- f. Repeat the process in about a year.

***More details regarding how to do this have already been provided.**

Conclusions/Action Plan

- | | |
|---|--------------|
| ■ Review of HR data | ■ Completed |
| ■ Legal review of concerns raised in interviews | ■ In Process |
| ■ Assignment of AA Officer | ■ Completed |
| ■ Complaints Process review | ■ Completed |
| ■ Exec/MOC Task Force | ■ In process |

Kathy Short, County Attorney's Office

Legal Review of List

- Review of statements from Dr de Bardelaben's interviews
 - Ensure that all alleged acts which an employer has duty to investigate were properly examined
 - Reviewed all 104 statements
- 44 statements – General in nature or not enough information to investigate. For Example:
 - POC are kept out of the communication loop regarding issues impacting them.
 - Black employment qualifications are questioned in the Department of Aging
- 24 statements – Investigation not indicated. Issues currently being addressed by management. For Example:
 - No checks and balances with making hiring and firing decisions.

Legal Review (cont.)

- 20 statements – Action completed/no further action required or statistical data did not support allegation.

For Example:

- MOC would like to see AA removed from HR
- POC get bumped first stating they lack seniority.

- 9 statements – Currently being investigated

For Example:

- (former employee) was targeted to be terminated.

- 5 statements – Forwarded to management for potential action.

- 2 statements – Prior investigation was completed and appropriate action taken.

Complaints Process Review

■ Issues Identified by Review Team

- There is no clear, easily accessible complaint process description
- There are many possible entry points to the complaint process
- Lack of communication of resolution of investigation
- Support for work groups

■ Actions

- Draft & Post complaint process description
 - Other materials for employees & managers
- Establishing process oversight group
- Developing supervisory training

Affirmative Action Officer

- Robert Phillips, County AAO assigned to Chair's Office 11/10/04
 - Create safe, neutral site to bring complaints
 - Lower barriers, reduce fear
- Role
 - Provide safe channel for concerns
 - Staff Complaint Process Oversight Team
 - Gather, Analyze and Report Data
 - Develop Resource Materials

Executive Committee/Managers of Color Task Force

Dave Boyer

Linda Castillo

Members

- Mohammed Abu Zayed
- Iris Bell
- Bruce Bliatout
- Dave Boyer
- Herman Brame
- Linda Castillo
- Millie Castillo
- Joanne Fuller
- April Lewis (Facilitator)
- Molly Raphael
- Yolanda Russell
- Joey Stewart
- Kristen West

Charge

Develop recommendations for the Executive Team, the Managers of Color, and the Board from the reports of Dr. Hayles and Dr. de Bardelaben that include immediate next steps.

Progress to Date

- Four meetings since mid-December
 - Setting the groundwork for building relationships and increasing trust
 - Clarification and improvement of communication strategies
 - Clarification of scope and charge
 - Review of Dr. de Bardelaben's and Dr. Hayles' documents
 - Review of County Attorney update
 - Initial work on exploring issues and questions
- Next Step – Develop Recommendations
(2/10, 2/24, 3/10)

Diversity Initiative

Cecilia Johnson

Background

- **Concern:** Community expresses concern regarding employment opportunities and utilization of minorities in county Government.
- **Concern:** Community expresses concern regarding business opportunities and utilization of minorities in the performance of county contracts
- **Concern:** Board, community and county leadership express concern regarding the need to deliver culturally competent and culturally specific services

Response

- Chair Linn creates the Diversity Initiative focusing on
 - Employment
 - Cultural Competence
 - Business Opportunities
- Purpose: To promote diversity, prevent and eliminate discriminatory barriers, implement strategies to ensure equity of access and opportunity in employment, contractual relationships and service delivery

Key Strategies

- Create Office of Diversity, Equity and Affirmative Action
- Enhance M/W/ESB outreach and compliance
- Implement strategies to eliminate statistical underutilization per the County's Affirmative Action Plan
- Create a County M/W/ESB outreach field office
- Simplify contracting procedures
- Implement DBCS pilot project to provide a minimum of \$2 million in construction contracts to M/W/ESB's in FY '03
- Create Business Advisory Council
- Create Countywide Cultural Competency Policy Framework Task Force
- Coordinate and collaborate across County organization

Business Opportunities

Herman Brame

BUSINESS OPPORTUNITIES

Statistical Summary

July 1, 2004 thru December 31, 2004

Countywide-

4.5% of countywide contract expenditures were with certified M/W/ESB firms for \$3,807,699.08.

Historically (Past 5 years) just over 2% of contract expenditures were with M/W/ESB firms.

Facilities & Property Management-

35% of all contract expenditures were with certified M/W/ESB firms for \$365,695.

Historically (Past 5 years) just under 18% of all contract expenditures awarded to certified M/W/ESB firms.

Workforce Training & Hiring Program-

26% of all work hours on Multnomah County construction projects were paid to minorities and women.

Multnomah County's goal is to have at least 17% of all work hours on Multnomah County construction projects paid to apprentices.

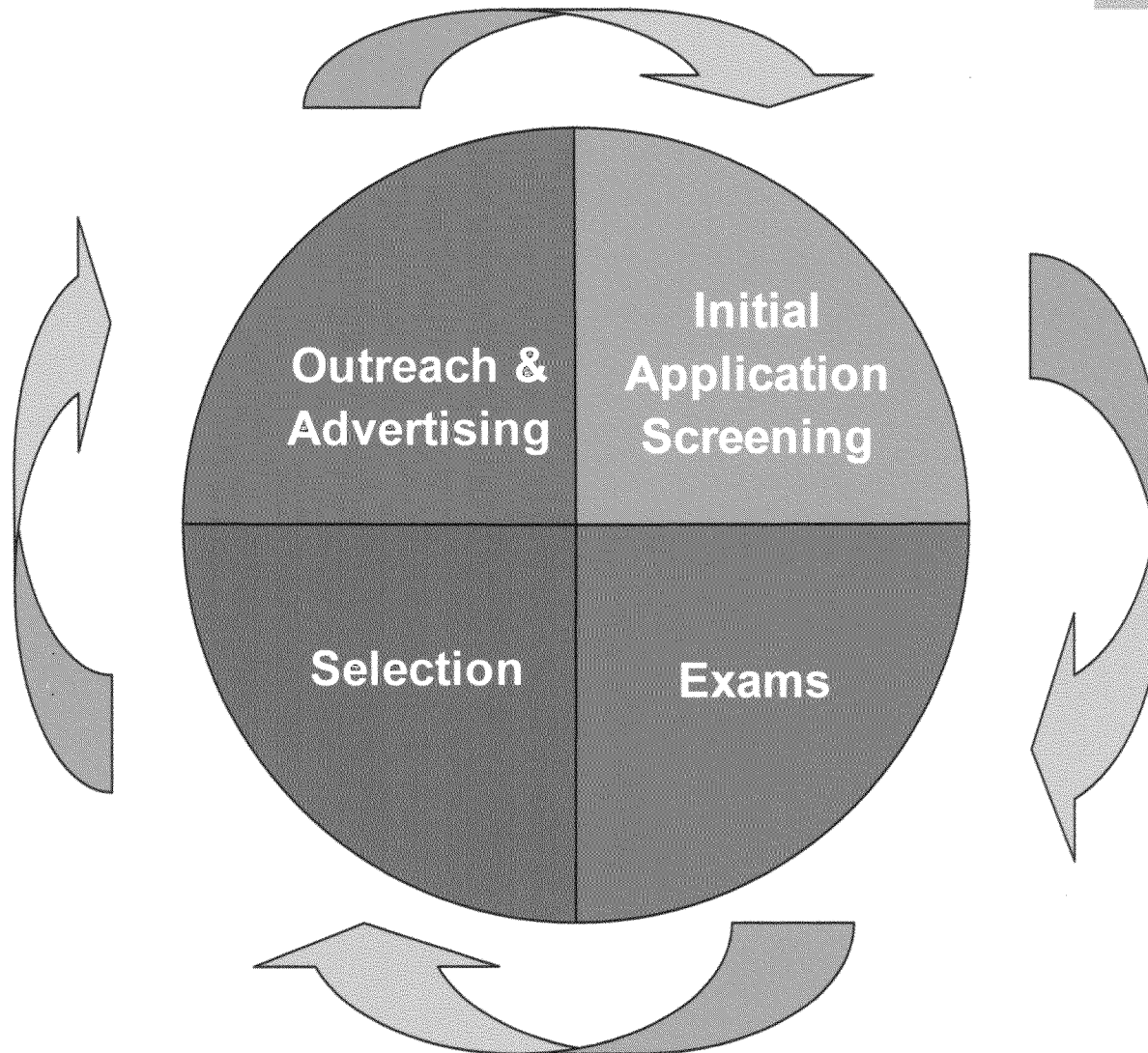
First Qtr FY 05- 18.75% of all work hours on Multnomah County construction projects were paid to apprentices.

Fourth Qtr. FY04- 22.43% of all work hours on Multnomah County construction projects were paid to apprentices.

Employment

Robbie Berg

Key Steps in the Employment Process

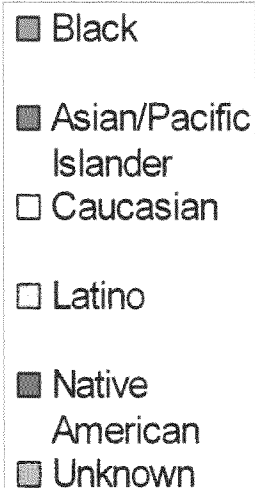
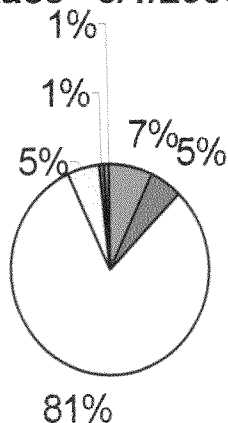


Ensuring EEO in Employment Processes

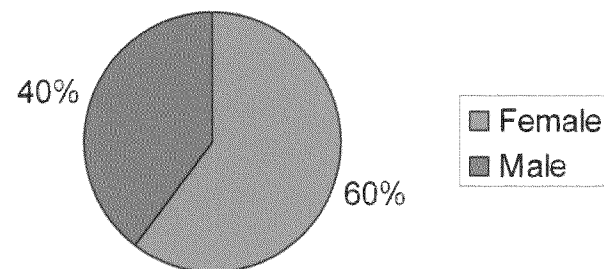
<i>Employment Process</i>	<i>Purpose/Description</i>	<i>Desired Outcome(s)</i>
Outreach & Advertising	<ul style="list-style-type: none"> ▣ Long range outreach using Job Fairs, Web Site, Community Meetings, display ads, etc. ▣ Short range outreach using various advertising media to publicize job opportunities 	<ul style="list-style-type: none"> ▣ Sustainable candidate pool and positive community relationships ▣ Diverse, qualified applicant pool for open positions ▣ Applicant pool representative of labor pool demographics
Initial Application Screening	<ul style="list-style-type: none"> ▣ Review of all applications to identify those that meet minimum qualifications 	<ul style="list-style-type: none"> ▣ An application process that is simple and understandable ▣ No adverse impact in screening processes
Exams	<ul style="list-style-type: none"> ▣ Rank eligibles based on merit and ability ▣ Develop exams that test for necessary skills 	<ul style="list-style-type: none"> ▣ Exams are fair, consistent, and measure skills needed to perform in positions ▣ No adverse impact in screening processes
Selection Processes	<ul style="list-style-type: none"> ▣ Review and interact with candidates to determine most qualified and best fit 	<ul style="list-style-type: none"> ▣ Highly qualified applicants are selected for positions ▣ Demographics of applicants hired are representative of the labor pool

County Wide Employment Demographics – 3/1/2003

Race - 3/1/2003

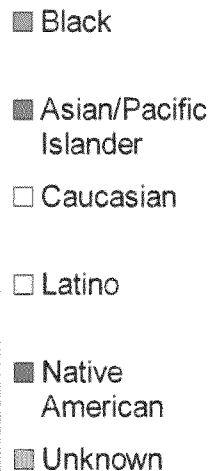
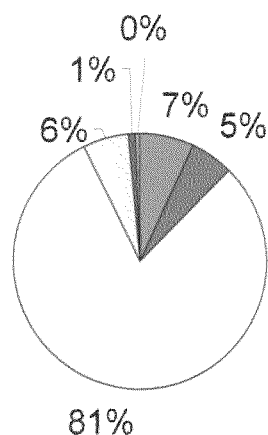


Gender - 3/1/2003

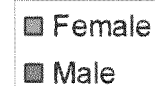
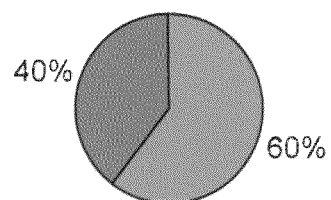


County Wide Employment Demographics – 12/31/2004

Race - 12/31/2004



Gender - 12/31/2004



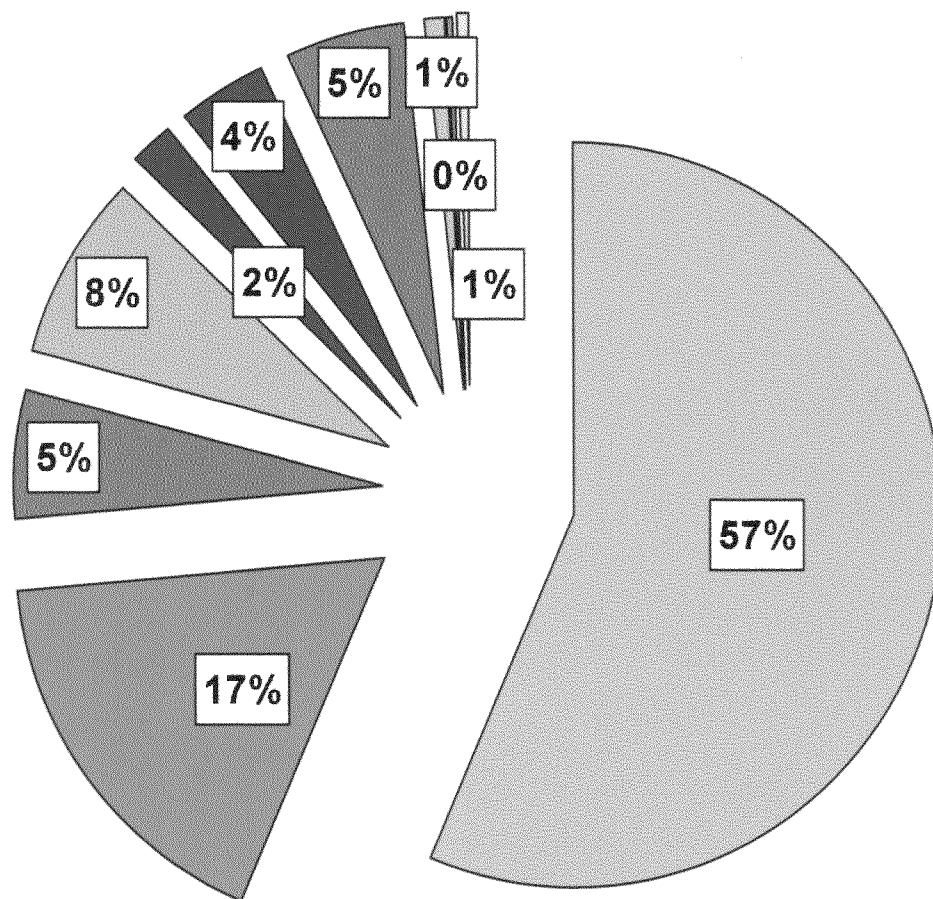
Outreach



- Framework based on Affirmative Action Plan
 - Job classes where County workforce is under-represented
- Plan developed for each recruitment in partnership with hiring manager

Applicant Referral Sources

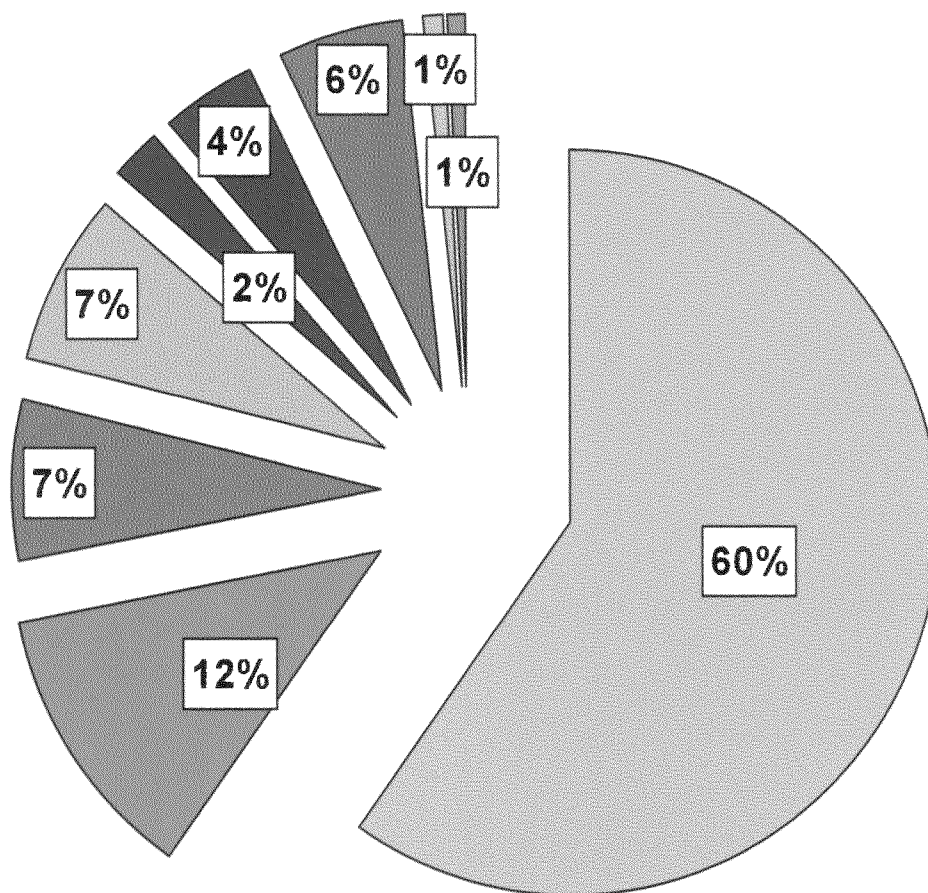
1/01/04 to 12/30/04



- MC Web Site 57%
- The Oregonian 17%
- Employment Dept 5.5%
- Other 8% (includes recall lists)
- Other Newspaper 2%
- Other Website 4%
- Referred By 5%
- Job Hotline/Job Fair .68%
- Unknown .37%
- School .58%

Applicant Referral Sources

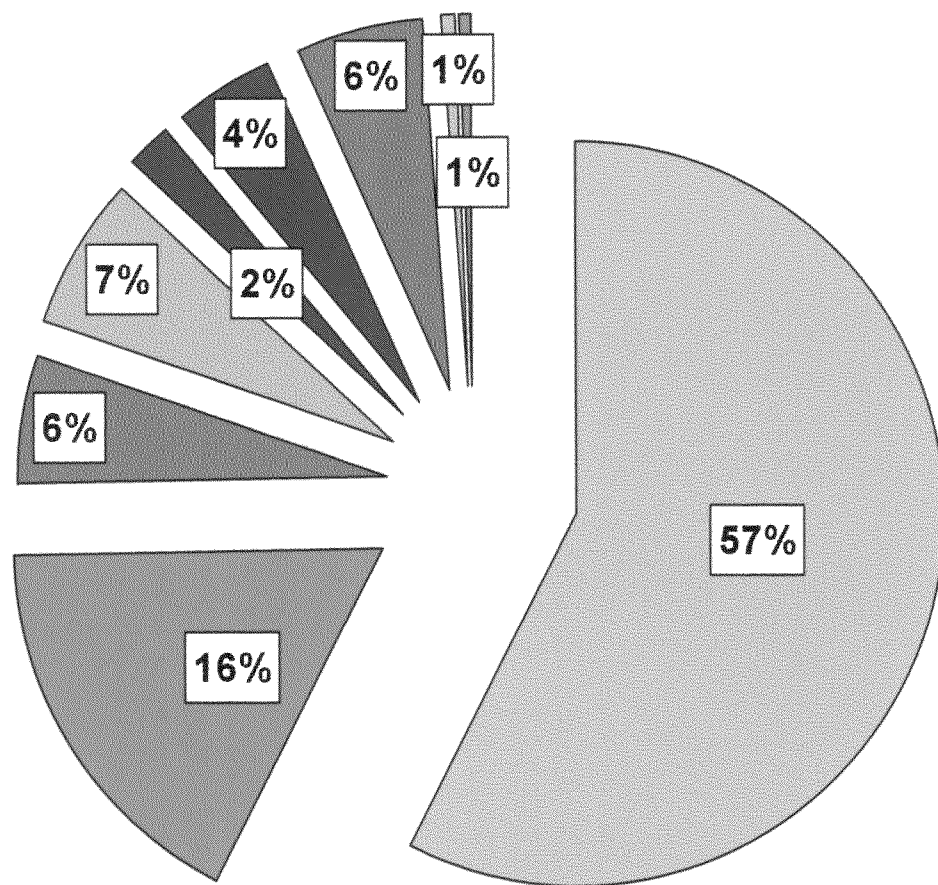
Non-White (1/01/04 – 12/31/04)



- MC Web Site 59.6%
- The Oregonian 12.38%
- Employment Dept 5.48%
- Other 7.49%
- Other Newspaper 2.24%
- Other Website 3.97%
- Referred By 5.76%
- Job Hotline/Job Fair .76%
- School .82%

Applicant Referral Sources

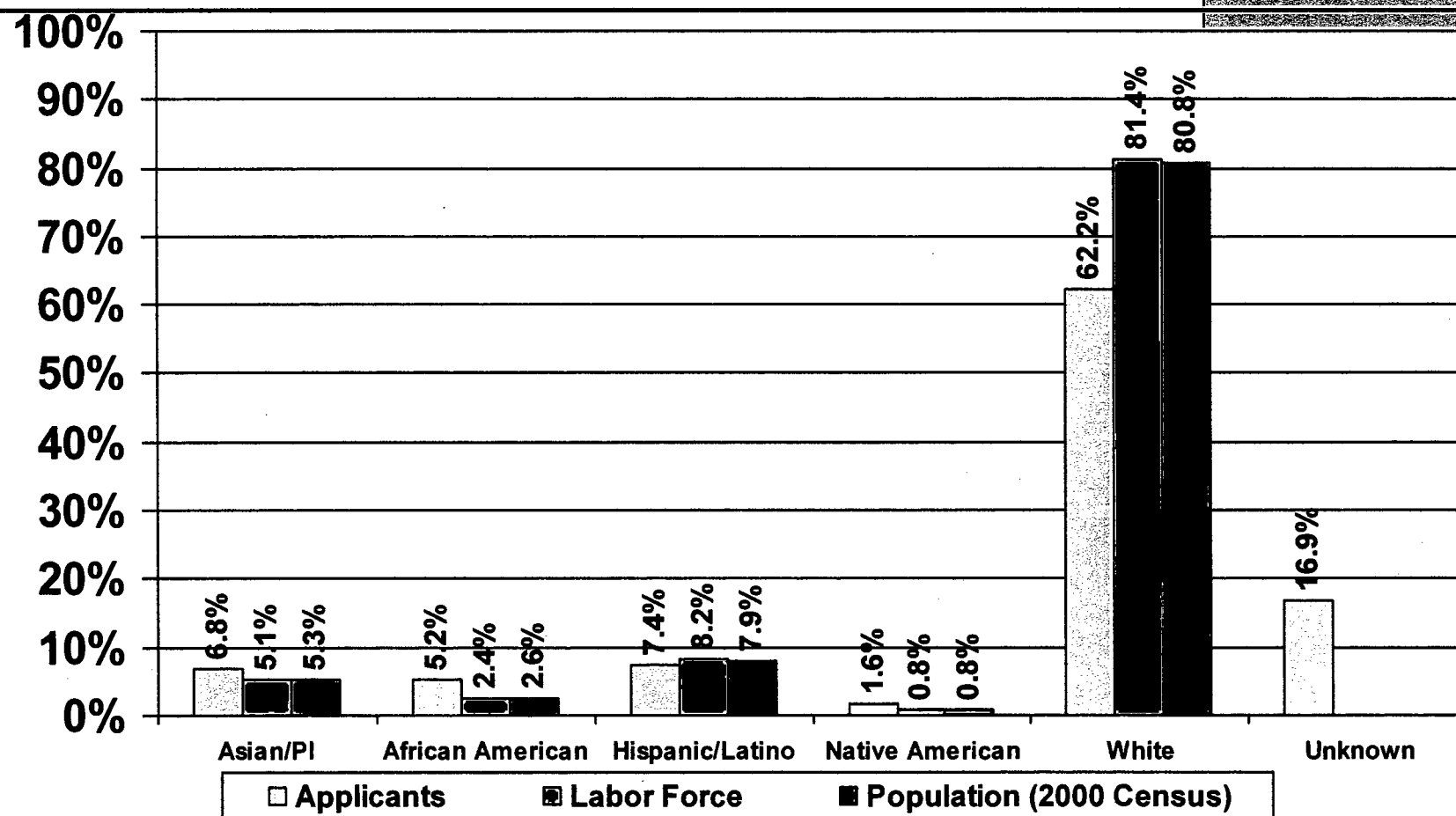
White (1/01/04 – 12/31/04)



- MC Web Site 57.55%
- The Oregonian 17.25%
- Employment Dept 5.51%
- Other 6.76%
- Other Newspaper 1.84%
- Other Website 4.31%
- Referred By 5.56%
- Job Hotline/Job Fair .67%
- School .56%

Job Applicants vs Labor Force & Population

7/01/01 to 12/30/03



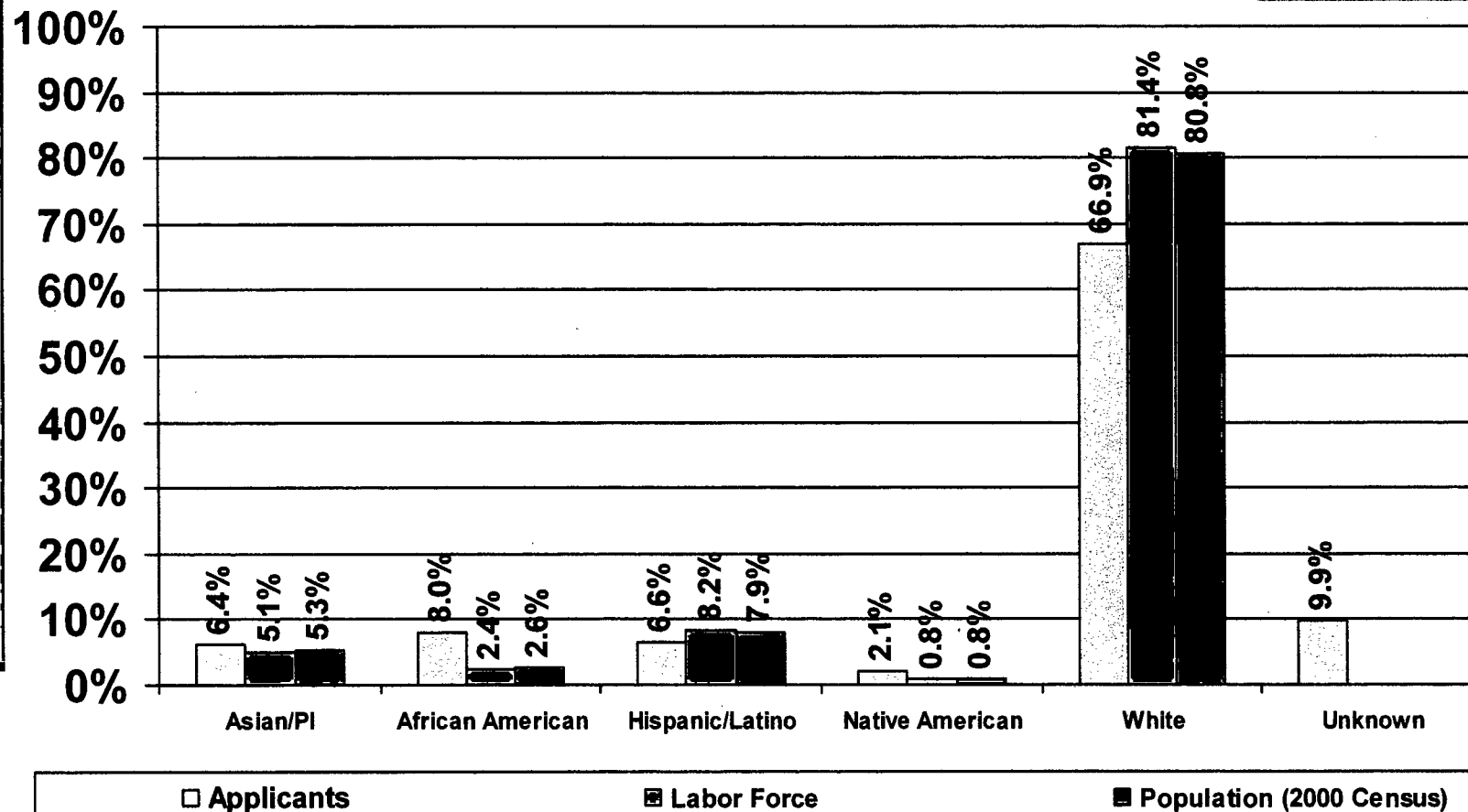
*Unknown represents applicants who did not disclose their ethnicity.

**All census and labor force data is taken from the State of Oregon Employment Division's Research and Statistics for Population and Labor Market Data

Total # of applicants 11,222

Job Applicants vs Labor Force & Population

1/01/04 to 12/31/04



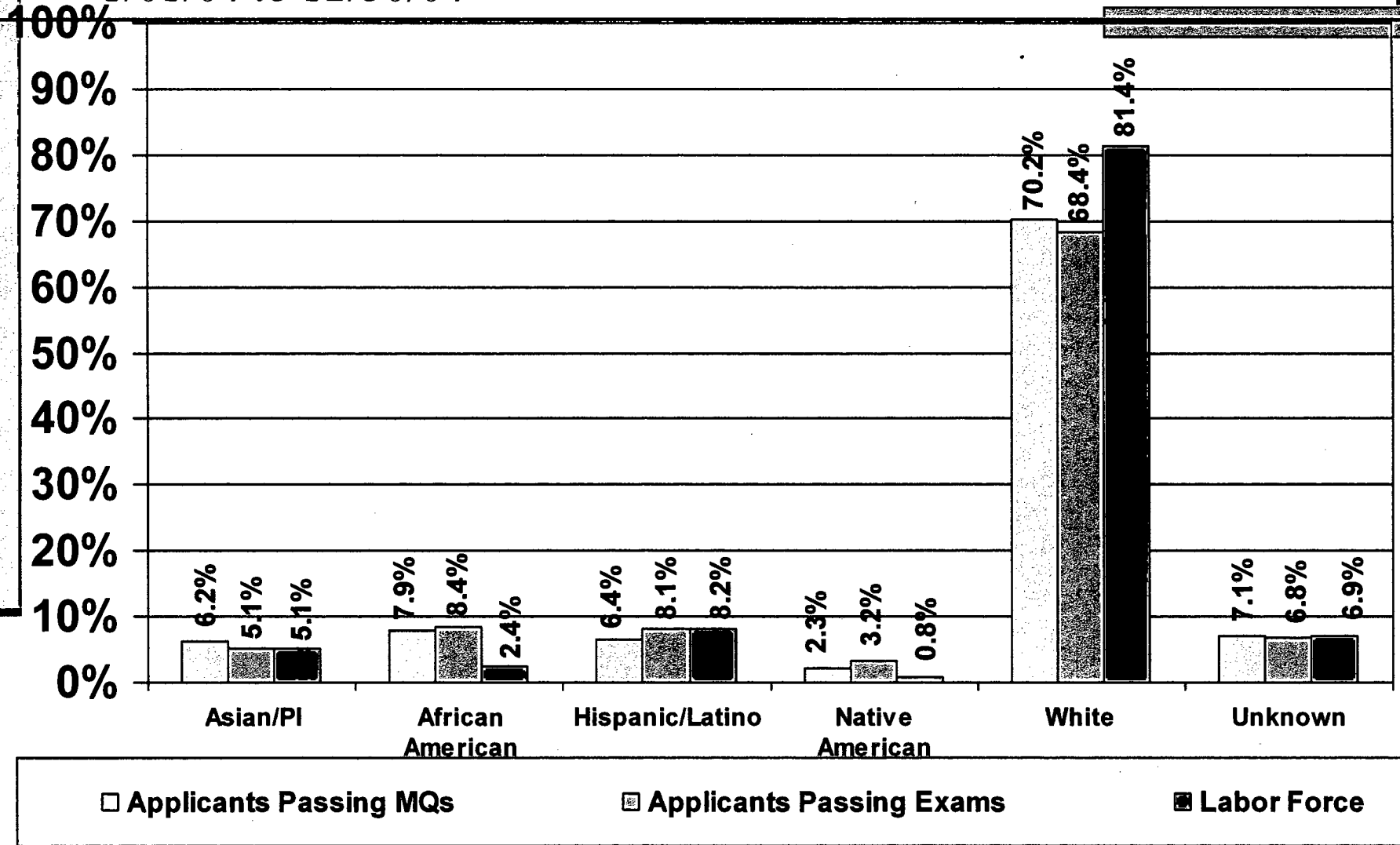
*Unknown represents applicants who did not disclose their ethnicity.

** All census and labor force data is taken from the State of Oregon Employment Division's Research and Statistics for Population and Labor Market Data

Total # of applicants 8,467

Applicants Passing Minimum Qualifications and Exams vs Labor Force

1/01/04 to 12/30/04

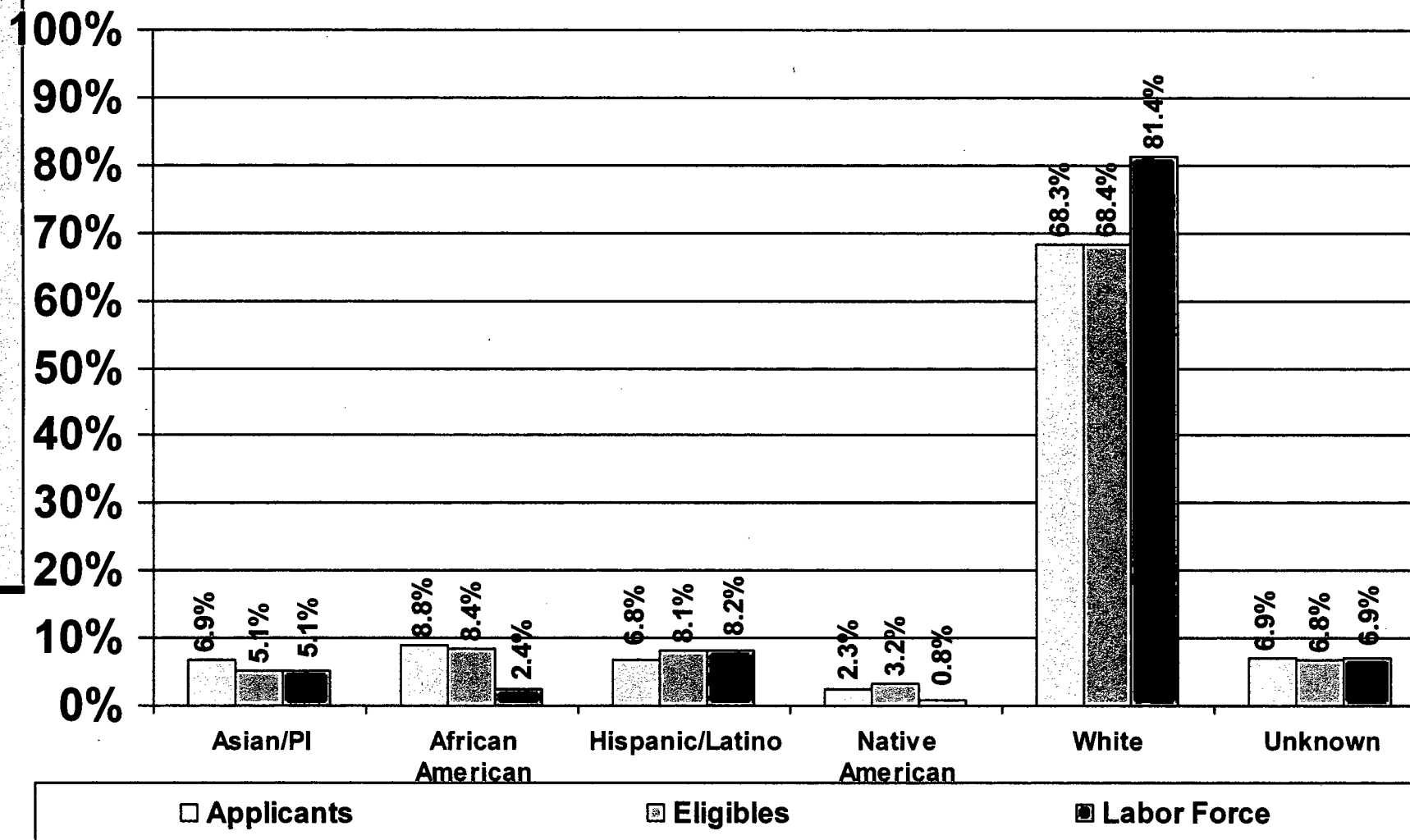


*Unknown represents applicants who did not disclose their ethnicity.

*Data produced upon review of 87 recruitments in 2004.. 3,676 applicants

Applicant & Eligible Lists vs Labor Force

1/01/04 to 12/31/04

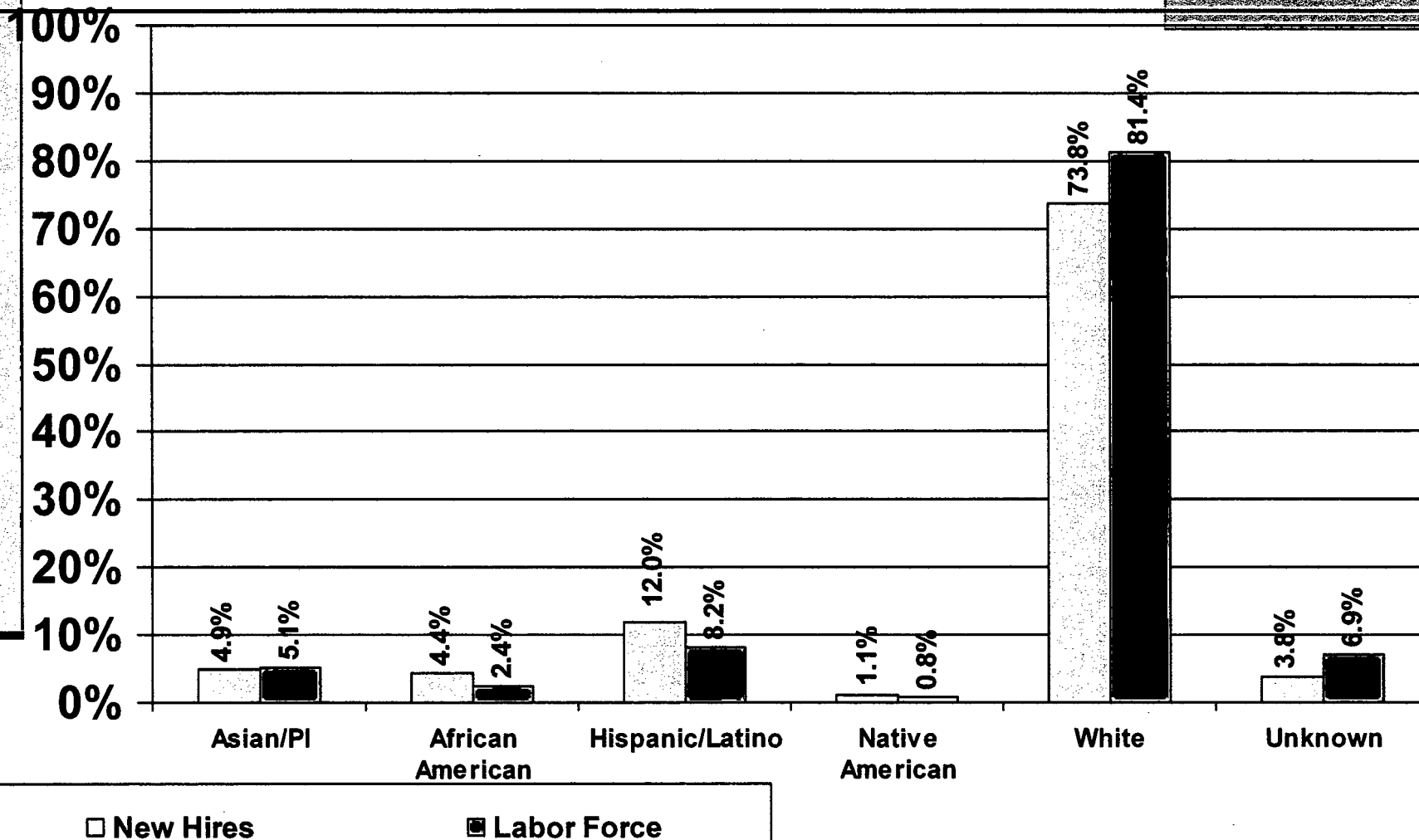


*Unknown represents applicants who did not disclose their ethnicity.

*Data produced upon review of 87 recruitments in 2004.. 3,676 applicants

New Hires vs Labor Force

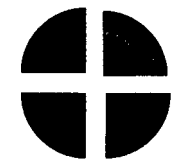
1/01/04 to 12/31/04



*Unknown represents applicants who did not disclose their ethnicity.

*Data produced upon review of 87 recruitments in 2004.. 3,676 applicants

Improvement Efforts Continue



■ Outreach

- Targeted recruitment to Hispanic/Latino communities
 - Ad in Spanish Yellow Pages
 - Targeted outreach to Hispanic/Latino groups
- Continued participation in Women in Trades Job Fair
 - Participation in the Fort Lewis Job Fair
- Monthly display ads in:
 - Just Out
 - El Hispanic News
 - Asian Reporter
 - The Skanner
 - Portland Observer
- Participation in various Job Fairs throughout the Portland area in the Spring of 2005

■ Initial Application Screening

- Presentations and demonstrations at various agencies to potential applicants about
 - "How to Apply" with Multnomah County

■ Exams

- Continued/expanded use of validated testing processes (i.e. clerical test)

■ Selection

- Education of hiring managers about effective ways to interview and make final candidate selections (Conducting Culturally Competent Interviews)

Cultural Competency

April Lewis

Lori Buckwalter

Cultural Competency

- Cultural Competency Framework
- How the Framework fits with other organizational issues
- Review Process

Cultural Competency Policy Framework

- Review of development process
 - Charge
 - Task force
 - Methodology
- Business Case
- Elements of final document
 - Exec summary
 - Review of taskforce accomplishments
 - Goals/strategies/objectives
 - Appendices

How the Framework Fits

Dr. de Bardelaben's recommendations

- The Framework identifies ongoing processes for attracting, developing and supporting a representative workforce (W-10)
- Assists in diversity leadership training and cultural competency training for leaders (W-5)
- Demonstrates the County's priority and investment of resources to accomplish recommendations

How Framework Relates to Issues

Dr. Hayle's recommendations

- Continues to address underutilization (W-10)
- Commitment to making sure employees can address concerns (W-8)
- Use of internal resources to revitalize education and training (TTT)
- Institution of 360 degree feedback (W-4)
- Commitment for ongoing assessment (W-9)

Cultural Competency Framework Review

- Release
 - Execs 1/24
 - Board Briefing 1/24
- Plan Review
 - Internal: 2/05
 - BCC
 - DA, MCSO, Auditor
 - Executive Committee
 - MOC, PRISM, CDC, County Attorney
 - Cultural Competency Task Force
 - Unions
 - External: 3/05 - Select groups for external review via internal sources
 - Summary of Feedback: 4/05

Summary