



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](mailto:mult.chair@co.multnomah.or.us)

### Maria Rojo de Steffey, Commission Dist. 1

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

Phone: (503) 988-5220 FAX (503) 988-5440

Email: [district1@co.multnomah.or.us](mailto:district1@co.multnomah.or.us)

### Serena Cruz Walsh, Commission Dist. 2

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

Phone: (503) 988-5219 FAX (503) 988-5440

Email: [serena@co.multnomah.or.us](mailto:serena@co.multnomah.or.us)

### Lisa Naito, Commission Dist. 3

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

Phone: (503) 988-5217 FAX (503) 988-5262

Email: [district3@co.multnomah.or.us](mailto:district3@co.multnomah.or.us)

### Lonnie Roberts, Commission Dist. 4

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

Phone: (503) 988-5213 FAX (503) 988-5262

Email: [lonnie.j.roberts@co.multnomah.or.us](mailto:lonnie.j.roberts@co.multnomah.or.us)

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## JANUARY 19, 2006 BOARD MEETING FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 a.m. Briefing on Completion of Moving off Mainframe and Implementation of eSWIS
Pg 3	9:55 a.m. Resolution Adopting 05-06 Multnomah County Supplemental Budget and Making Appropriations as Required
Pg 3	10:05 a.m. Approval of 05-07 Labor Agreement with Juvenile Custody Service Specialists
Pg 3	10:10 a.m. Approval of 05-06 Wage Re-openers for International Brotherhood of Electrical Workers, Local 48 Agreement
Pg 3	10:15 a.m. Resolution Declaring Penumbra Kelly Building Surplus
Pg 3	10:30 a.m. Project Homeless Connect Update
Pg 3	11:00 a.m. Executive Session

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

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

Friday, 11:00 PM, Channel 30

Saturday, 10:00 AM, Channel 30

Sunday, 11:00 AM, Channel 30

Produced through Multnomah Community Television

(503) 667-8848, ext. 332 for further info

or: <http://www.mctv.org>

Thursday, January 19, 2006 - 9:30 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **REGULAR MEETING**

### **CONSENT CALENDAR - 9:30 AM**

#### **DEPARTMENT OF COMMUNITY SERVICES**

C-1 RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to  
ROBERT WALTER & CRYSTAL POOLE

### **REGULAR AGENDA - 9:30 AM**

#### **PUBLIC COMMENT - 9:30 AM**

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

### **SHERIFF'S OFFICE - 9:30 AM**

R-1 **9:30 AM TIME CERTAIN:** Briefing on the Completion of Moving off of the Mainframe and Implementation of eSWIS [Electronic Sheriff's Warrant and Information System]. (Rescheduled from December 1, 2005) Presented by Dave Boyer, CFO; Becky Porter, CIO; and Larry Aab, Joyce Griffin, and Andy Potter from MCSO. 20 MINUTES REQUESTED.

### **DISTRICT ATTORNEY'S OFFICE - 9:50 AM**

R-2 Budget Modification DA-02 Appropriating \$41,764 Additional Edward Bryne Memorial Justice Assistance Grant Revenue to the District Attorney's Office Budget

### **DEPARTMENT OF HEALTH - 9:53 AM**

R-3 Budget Modification HD-19 Appropriating \$333,902 from the Health Resources and Service Administration Grant to Remodel and Renovate Westside, HIV and Mid County Health Clinics

**DEPARTMENT OF COUNTY MANAGEMENT - 9:55 AM**

- R-4 RESOLUTION Adopting the 2005-2006 Multnomah County Supplemental Budget and Making Appropriations as Required by ORS 294.480
- R-5 Approval of the 2005-2007 Labor Agreement between Multnomah County and the Juvenile Custody Service Specialists
- R-6 Approval of 2005-2006 Wage Re-openers for the Labor Agreement between Multnomah County and the International Brotherhood of Electrical Workers, Local 48
- R-7 RESOLUTION Declaring the Penumbra Kelly Building, 4747 East Burnside Street, Portland, Oregon, as Surplus Property and Authorizing Facilities and Property Management Division to Commence the Surplus Property Process and the Major Facilities Capital Project Process

**NON-DEPARTMENTAL - 10:25 AM**

- R-8 Authorizing Settlement of Sandra Obie v. Multnomah County, USDC Case No. CV-04-1243-PK
- R-9 Report on the January 17, 2006 Project Homeless Connect and on the First Year Accomplishments of the Ten Year Plan to End Homelessness. Presented by Commissioner Serena Cruz Walsh. 30 MINUTES REQUESTED.

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Thursday, January 19, 2006 - 11:00 AM  
**(OR IMMEDIATELY FOLLOWING BOARD MEETING)**  
Multnomah Building, First Floor Commissioners Conference Room 112  
501 SE Hawthorne Boulevard, Portland

**EXECUTIVE SESSION**

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



**Maria Rojo de Steffey**  
Multnomah County Commissioner, District 1

Suite 600, Multnomah Building  
501 SE Hawthorne Boulevard  
Portland, Oregon 97214

Phone: (503) 988-5220  
FAX: (503) 988-5440  
Email: district1@co.multnomah.or.

## MEMORANDUM

TO: Chair Diane Linn  
Commissioner Serena Cruz  
Commissioner Lisa Naito  
Commissioner Lonnie Roberts  
Clerk of the Board Deb Bogstad

FROM: April Fernandes - Staff Assistant to Commissioner Maria Rojo de Steffey

DATE: December 21, 2005

RE: January 19, 2006 Board Meeting Excuse

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Commissioner Rojo de Steffey will be unable to attend the regular Board meeting on January 19, 2006 due to a personal trip but will participate via speakerphone.

**BOGSTAD Deborah L**

**From:** ROJO DE STEFFEY Maria  
**Sent:** Wednesday, January 18, 2006 12:04 PM  
**To:** BOGSTAD Deborah L  
**Cc:** ROMERO Shelli D; LASHUA Matthew; FERNANDES April  
**Subject:** Phone number for tomorrow

Hi Deb,

Thank you in advance for calling me tomorrow for the board meeting. I will stay on the line through R-8. I will ask Serena to give me an update on R-9 when I return.

I will be at the Princess Kaiulani Hotel in Honolulu tomorrow. Phone number is: 808-922-5811 in James Daniel Steffey's name.

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



**MULTNOMAH COUNTY  
AGENDA PLACEMENT REQUEST**

**Board Clerk Use Only**

Meeting Date: 01/19/06  
 Agenda Item #: C-1  
 Est. Start Time: 9:30 AM  
 Date Submitted: 12/23/05

**BUDGET MODIFICATION:** -

**Agenda Title: RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to ROBERT WALTER & CRYSTAL POOLE**

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

<b>Date Requested:</b>	<u>January 19, 2006</u>	<b>Time Requested:</b>	<u>Consent Item</u>
<b>Department:</b>	<u>Community Services</u>	<b>Division:</b>	<u>Tax Title</u>
<b>Contact(s):</b>	<u>Gary Thomas</u>		
<b>Phone:</b>	<u>503-988-3590</u>	<b>Ext.</b>	<u>22591</u>
<b>Presenter(s):</b>	<u>Gary Thomas</u>		
<b>I/O Address:</b>	<u>503/4/TT</u>		

**General Information**

**1. What action are you requesting from the Board?**

The Tax Title Section is requesting the Board to approve the private sale of a tax foreclosed property ROBERT WALTER & CRYSTAL POOLE.

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

The subject property is a rectangular shaped strip that came into county ownership through the foreclosure of delinquent tax liens on April 2, 1985. The parcel is approximately 22' x 69' and is approximately 1,518 sq.ft. in size. It is located between a vacant lot and 7845 SW 25<sup>th</sup> Ave. We propose to sell it to the owner of the 25<sup>th</sup> Ave. property.

The attached Exhibit A, a plat map shows the location of the property. Exhibit B, an aerial photo, shows the strip in relation to the adjacent properties.

Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property, approximately 1,518 square feet, and its location (it is landlocked) make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225

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

The Private Sale will allow for the recovery of the delinquent taxes, fees and expenses (see Exhibit C).

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

No legal issues are expected. The parcel will be sold "As Is" without guarantee of clear title.

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

No citizen or government participation is anticipated.



**EXHIBIT B**



Subject

**EXHIBIT C  
PROPOSED PROPERTY LISTED FOR PRIVATE SALE  
FISCAL YEAR 2005-06**

**LEGAL DESCRIPTION:**

A parcel of land situated in Section 20, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah, and State of Oregon described as follows:

The North 69 feet of Lot 3, Block 5, RYAN PLACE, Except the East 108 feet and Except the West 65 feet.

ADJACENT PROPERTY ADDRESS:                   7845 SW 25<sup>th</sup> Ave.  
TAX ACCOUNT NUMBER:                           R263333  
GREENSPACE DESIGNATION:                    No designation  
SIZE OF PARCEL:                                 Approximately 1,518 square feet  
ASSESSED VALUE:                                \$1,300

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

BACK TAXES & INTEREST:	\$330.55
TAX TITLE MAINTENANCE COST & EXPENSES:	\$165.00
RECORDING FEE:	\$26.00
SUB-TOTAL	\$521.55
MINIMUM PRICE REQUEST OF PRIVATE SALE	\$1,300.00

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**Required Signatures**

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**Department/  
Agency Director:**

*M. Cecilia Johnson*

**Date:** 12/22/05

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

**BOGSTAD Deborah L**

---

**From:** GRACE Becky J  
**Sent:** Friday, December 23, 2005 11:33 AM  
**To:** BOGSTAD Deborah L  
**Subject:** FW: January 19th Board Documents for the Walter's Private Sale

Here you go – Thanks☺

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

**From:** CREAN Christopher D  
**Sent:** Thursday, December 22, 2005 9:06 AM  
**To:** GRACE Becky J  
**Subject:** RE: January 19th Board Documents for the Walter's Private Sale

Becky –

You have a comma in the square footage listed for the property in the resolution. Is it "156" square feet? With that sole correction, the resolution and deed may be circulated for signature as proposed. Thanks.

- Chris

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

**From:** GRACE Becky J  
**Sent:** Wednesday, December 21, 2005 2:49 PM  
**To:** CREAN Christopher D  
**Subject:** January 19th Board Documents for the Walter's Private Sale

Hello Chris,

Attached for your review and approval are the Board Agenda Documents for the Walter's Private Sale.  
Thanks!

12/27/2005

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
**RESOLUTION NO. \_\_\_\_\_**

Authorizing the Private Sale of a Tax Foreclosed Property to ROBERT WALTER & CRYSTAL POOLE.

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

- a. Multnomah County acquired the real property described in Exhibit A through the foreclosure of liens for delinquent real property taxes.
- b. The property has an assessed value of \$1,300 on the County's current tax roll.
- c. Although no written confirmation was obtained from the City of Portland, the Tax Title Division is confident that the shape and size of the property, approximately 1,518 square feet, and its location make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d. ROBERT WALTER & CRYSTAL POOLE have agreed to pay \$1,300 an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

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

- 1. Upon Tax Title's receipt of the payment of \$1,300 the Chair on behalf of Multnomah County is authorized to execute a Bargain and Sale Deed conveying to ROBERT WALTER & CRYSTAL POOLE the real property described in the attached Exhibit A.

ADOPTED this 19th day of January, 2006.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

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

**EXHIBIT A (RESOLUTION)**

**LEGAL DESCRIPTION:**

A parcel of land situated in Section 20, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah, and State of Oregon described as follows:

The North 69 feet of Lot 3, Block 5, RYAN PLACE, Except the East 108 feet and Except the West 65 feet.

**Multnomah County Deed No.: D062047**

**Tax Account No.: R263333**

Until a change is requested, all tax statements  
Shall be sent to the following address:  
ROBERT WALTER AND  
CRYSTAL POOLE  
PO BOX 82795  
PORTLAND OR 97282

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

**Bargain and Sale Deed D062047 for R263333**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to ROBERT WALTER & CRYSTAL POOLE, Grantees, the real property described in the attached Exhibit A.

The true consideration for this conveyance is \$1,300.

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

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 19<sup>th</sup> day of January 2006, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

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

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH         )

This Deed was acknowledged before me this 19th day of January 2006, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

\_\_\_\_\_  
Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/09

**EXHIBIT A (DEED)**

**LEGAL DESCRIPTION:**

A parcel of land situated in Section 20, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah, and State of Oregon described as follows:

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**Multnomah County Deed No.: D062047**

**Tax Account No.: R263333**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 06-008**

Authorizing the Private Sale of a Tax Foreclosed Property to ROBERT WALTER & CRYSTAL POOLE

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

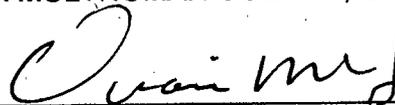
- a. Multnomah County acquired the real property described in Exhibit A through the foreclosure of liens for delinquent real property taxes.
- b. The property has an assessed value of \$1,300 on the County's current tax roll.
- c. Although no written confirmation was obtained from the City of Portland, the Tax Title Division is confident that the shape and size of the property, approximately 1,518 square feet, and its location make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d. ROBERT WALTER & CRYSTAL POOLE have agreed to pay \$1,300 an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

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

1. Upon Tax Title's receipt of the payment of \$1,300 the Chair on behalf of Multnomah County is authorized to execute a Bargain and Sale Deed conveying to ROBERT WALTER & CRYSTAL POOLE the real property described in the attached Exhibit A.

ADOPTED this 19th day of January, 2006.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON



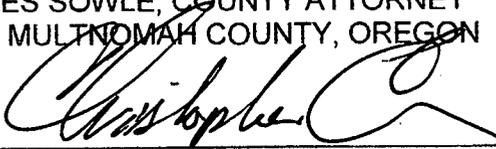
Diane M. Linn, Chair



REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By

  
Christopher D. Crean, Assistant County Attorney

## EXHIBIT A (RESOLUTION)

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**Multnomah County Deed No.: D062047**

**Tax Account No.: R263333**

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ROBERT WALTER AND  
CRYSTAL POOLE  
PO BOX 82795  
PORTLAND OR 97282

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

**Bargain and Sale Deed D062047 for R263333**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to ROBERT WALTER & CRYSTAL POOLE, Grantees, the real property described in the attached Exhibit A.

The true consideration for this conveyance is \$1,300.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).**

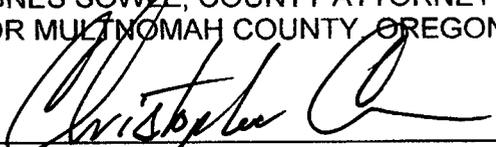
IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 19th day of January 2006, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

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

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

This Deed was acknowledged before me this 19th day of January 2006, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

\_\_\_\_\_  
Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/09

**EXHIBIT A (DEED)**

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**Multnomah County Deed No.: D062047**

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**Bargain and Sale Deed D062047 for R263333**

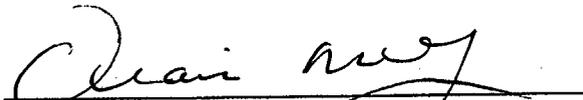
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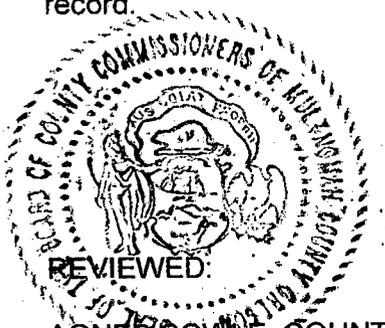
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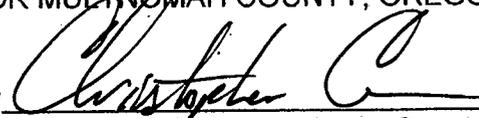
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BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

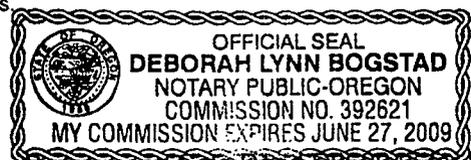


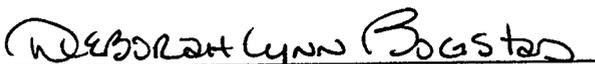
AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

This Deed was acknowledged before me this 19th day of January 2006, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners



  
Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/09

## EXHIBIT A (DEED)

### LEGAL DESCRIPTION:

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**Multnomah County Deed No.: D062047**

**Tax Account No.: R263333**

#1

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk  
\*\*\*This form is a public record\*\*\*

MEETING DATE: 01.19.06

SUBJECT: Diane Lynn Land Use Planning

AGENDA NUMBER OR TOPIC: Public Comment

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

NAME: Geoff Turner

ADDRESS: 70301 E Larch St N

CITY/STATE/ZIP: Carzetta, WA 97205

PHONE: DAYS: 503-695-7811 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.

#2

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk  
\*\*\*This form is a public record\*\*\*

MEETING DATE: 1/19/06

SUBJECT: Diane Linn & Land Use Planning

AGENDA NUMBER OR TOPIC: Public Comment

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

NAME: Angelo Simone

ADDRESS: 40301 E. Garrah Mt. Rd.

CITY/STATE/ZIP: Corbett, OR. 97019

PHONE: DAYS: (503) 695-5811 EVES: \_\_\_\_\_

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

SPECIFIC ISSUE: Same

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

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

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# METRO

NEWS FROM THE PORTLAND AREA AND THE NORTHWEST

The Oregonian

WEDNESDAY, JANUARY 18, 2006

## Owners push county to approve gorge inn

**Historic site** | A new dispute arises over an ad touting the Viewpoint Inn as a wedding spot

By **ERIC MORTENSON**  
THE OREGONIAN

With approval from the Columbia River Gorge Commission in hand and from the U.S. Forest Service expected soon, the owners of the Viewpoint Inn are pressing Multnomah County to speed up the process that will allow them to reopen the historic Corbett roadhouse.

Owners Geoff Thompson and Angelo Simone have asked the county Board of Commissioners to cut through what the owners consider land-use red tape and delays.

However, the pair may have jumped the gun by advertising the Viewpoint Inn as a spot to hold weddings. A county land-use planner, Derrick Tokos, said advertising amounts to a commercial use of the property, which is not yet allowed.

"We'll look into it," Tokos said.

Simone said the Viewpoint's ad appears in the 2006 Bravo wedding guide. He said the county commissioners' office indicated advertising was not a concern, and the ad is simply "preparation" for commercial activity.

The flap is the latest in a long-running drama accompanying Thompson's and Simone's effort to reopen the 80-year-old inn, which sits on a bluff outside Corbett and commands a sweeping view west down the river.

The Viewpoint hasn't operated as a restaurant for 40 years, but

Thompson and Simone proposed opening as a facility capable of seating 115 diners and with five overnight guest rooms. They needed the gorge commission's permission to do that.

In November 2005, the gorge commission approved a policy change that allows commercial use of historic buildings, including the inn, within the national scenic area that stretches 85 miles east from Troutdale.

The policy change must be approved by the U.S. Forest Service, and Regional Forester Linda Goodman is expected to do so within a few weeks. After that, the gorge commission will direct the six Washington and Oregon counties that are within the scenic area to amend their land-use codes to reflect the change.

The counties have 270 days to get that done, which Thompson and Simone think is too long. They think the job could be done in 30 days and have asked county commissioners to help them get the Viewpoint on a "fast track."

Thompson and Simone think the Multnomah County land-use staff opposes their plans for the Viewpoint Inn and holds a grudge against them because of past disagreements involving use of the property. The county denies it.

"We want to help them through this process in a timely fashion, and we have done our best to do that," Tokos said. "We'll make that go as quickly as possible, but there are steps that still must be followed."

Eric Mortenson; 503-294-5972;  
ericmortenson@news.oregonian.com

**SUBSTANTIVE MODIFICATION TO AMENDMENT PA-05-02 (adopted 11/15/05)**

**NEW CULTURAL RESOURCES POLICY (Part I, Chapter 2 of Management Plan)**

Provide incentives to protect and enhance historically significant buildings by allowing uses of such buildings that are compatible with their historic character and that provide public appreciation and enjoyment of them as cultural resources.

**SPECIAL USES IN HISTORIC BUILDINGS (Part II, Chapter 7 of Management Plan)**

**Additional Review Uses for Historic Buildings**

1. Properties in all GMA land use designations except Open Space and Agriculture-Special with buildings included on the National Register of Historic Places shall be permitted to be open for public viewing, interpretive displays, and an associated gift shop that is no larger than 100 square feet and incidental and subordinate to the primary use of the property, subject to compliance with the applicable guidelines to protect scenic, cultural, natural and recreation resources and the following sections of the "Additional Resource Protection Guidelines for Uses in Historic Buildings": Cultural Resources Guidelines 2.A and B, 3, 4 and 5; and all Scenic, Recreation, Agriculture and Forest Lands Guidelines. Voluntary donations and/or fees to support maintenance, preservation and enhancement of the cultural resource may be accepted by the landowner.
2. Properties in all GMA land use designations except Open Space and Agriculture-Special with buildings included on the National Register of Historic Places, and which were former restaurants and/or inns shall be permitted to re-establish these former uses, subject to compliance with the applicable guidelines to protect scenic, cultural, natural and recreation resources and the following sections of the "Additional Resource Protection Guidelines for Uses in Historic Buildings": Cultural Resources Guidelines 2.A and B, 3, 4 and 5; and all Scenic, Recreation, Agriculture and Forest Lands Guidelines. The capacity of restaurant use and overnight accommodations shall be limited to that existing in the former use, and the former use shall be contained within the limits of the building as of January 1, 2006. Banquets, private parties and other special events that take place entirely within an approved restaurant facility shall be considered a restaurant use allowed under this section.
3. Properties in all GMA land use designations except Open Space and Agriculture-Special with buildings included on the National Register of Historic Places shall be permitted to hold commercial events, subject to compliance with the applicable guidelines to protect scenic, cultural, natural and recreation resources and the following sections of the "Additional Resource Protection Guidelines for Uses in Historic Buildings": Cultural Resources Guidelines 2 through 5; and all Scenic, Recreation, Agriculture and Forest Lands Guidelines.
4. The following additional review uses may be allowed in all GMA land use designations except Open Space and Agriculture-Special on a property with a building either on or

eligible for the National Register for Historic Places and that was 50 years old or older as of January 1, 2006, subject to compliance with the applicable guidelines to protect scenic, cultural, natural and recreation resources and "Additional Resource Protection Guidelines for Uses in Historic Buildings":

- A. Establishments selling food and/or beverages, limited to historic buildings that originally had kitchen facilities. The seating capacity of such establishments shall be limited to the building, as the building existed as of January 1, 2006, including any decks, terraces or patios also existing as of that date. Banquets, private parties and other special events that take place entirely within approved establishments selling food and/or beverages shall be considered a part of the approved use.
- B. Overnight accommodations. The room capacity of such accommodations shall be limited to the total number of existing rooms in the historic building as of January 1, 2006.
- C. Commercial events in the building or on the subject property, incidental and subordinate to the primary use of the property
- D. Wineries upon a showing that processing of wine is from grapes grown on the subject parcel or the local region, within a historic building, as the building existed as of January 1, 2006.
- E. Sales/tasting rooms in conjunction with an on-site winery, within a historic building, as the building existed as of January 1, 2006.
- F. Conference and/or retreat facilities within a historic building, as the building existed as of January 1, 2006.
- G. Artist studios and galleries within a historic building, as the building existed as of January 1, 2006.
- H. Gift shops within a historic building, as the building existed as of January 1, 2006 that are:
  - (1) incidental and subordinate to another approved use included in Guideline 1 of "Additional Review Uses for Historic Buildings"; and
  - (2) no larger than 100 square feet in area.
- I. Interpretive displays, picnic areas or other recreational day use activities on the subject property.
- J. Parking areas on the subject property to support any of the above uses.

5. For the purposes of the guidelines in this section, the term "historic buildings" refers to buildings either on or eligible for the National Register of Historic Places. Eligibility for the National Register shall be determined pursuant to Cultural Resources Guideline 1 of "Additional Resource Protection Guidelines for Uses in Historic Buildings."
6. Uses 3 and 4.C are not subject to the "Commercial Events" provisions in Part II, Chapter 7 of the Management Plan. Commercial events at historic properties will be regulated by the guidelines contained in this section. Applications for commercial events shall include all information in the "Operational Plan for Commercial Events" as specified in Guideline 2.D of "Additional Resource Protection Guidelines for Historic Buildings". The following apply to commercial events at historic properties:
  - A. Commercial events include weddings, receptions, parties and other gatherings that are incidental and subordinate to the primary use on a parcel.
  - B. The owner of the subject property shall notify the reviewing agency and all owners of land within 500 feet of the perimeter of the subject property of each event. The notice shall be in writing and shall be mailed at least seven calendar days before an event.
7. Uses 1 and 4.I are not subject to the parking limits and associated "Facility Design Guidelines" in the Recreation Intensity Classes.
8. Counties may impose additional requirements to address health, safety, and potential impacts to surrounding properties. For example, they may limit noise, parking, traffic, lighting and operating hours.
9. Land use approvals for special uses in historic buildings shall be subject to review by the local government every five years from the date the original approval was issued. As part of this review, the applicant shall submit documentation to the local government on the progress made in implementing the "Protection and Enhancement Plan" required in Cultural Resources Guideline 2 of "Additional Resource Protection Guidelines for Uses in Historic Buildings". The local government shall submit a copy of the applicant's documentation to the State Historic Preservation Agency (SHPA). The SHPA shall have 30 calendar days from the date this information is mailed to submit written comments to the local government. If the local government's determination contradicts comments from the SHPA, the local government shall justify how it reached an opposing conclusion. The local government shall revoke the land use approval if the owner has failed to implement the actions described in the "Protection and Enhancement Plan" according to the schedule for completing such actions in this plan. The local government may, however, allow such a use to continue for up to one additional year from the date a local government determines the applicant has failed to implement the actions if the applicant submits a written statement describing unforeseen circumstances that prevented the applicants from completing the specified actions according to the approved schedule, what progress the applicants have made towards completing such actions, and a proposed revised schedule for completing such actions.

10. In the event a court enters a judgment that one or more of the use authorizations provided for in paragraphs one through four of this section are invalid, the authorizations for other uses in this section are severed and will remain in effect.

**Additional Resource Protection Guidelines for Uses in Historic Buildings (Part II, Chapter 7 of Management Plan)**

The following guidelines apply to proposed uses listed under “Special Uses for Historic Buildings” in addition to all other relevant guidelines for protection of scenic, cultural, natural and recreation resources:

*Cultural Resources*

1. All applications for uses listed in Guideline 4 of “Additional Review Uses for Historic Buildings” shall include a historic survey and evaluation of eligibility for the National Register of Historic Places, to be prepared by a qualified professional hired by the applicant. The evaluation of eligibility shall not be required for buildings previously determined to be eligible. For such properties, documentation of a prior eligibility determination shall be included in the application. The historic survey shall meet the requirements specified in “Historic Surveys and Reports” [Management Plan, page I-58]. The evaluation of eligibility shall follow the process and include all information specified in the National Register Bulletin “How to Apply the National Register Criteria for Evaluation” [National Park Service, National Register Bulletin #15].

Eligibility determinations shall be made by the local government, based on input from the state historic preservation Agency (SHPA). The local government shall submit a copy of any historic survey and evaluation of eligibility to the SHPA. The SHPA shall have 30 calendar days from the date this information is mailed to submit written comments on the eligibility of the property to the local government. If the local government’s determination contradicts comments from the SHPA, the local government shall justify how it reached an opposing conclusion.

2. Applications for Special Uses for Historic Buildings shall include a “Protection and Enhancement Plan” which shall include the following:
  - A. A description of how the proposed use will significantly contribute to the protection and enhancement of the historic resource, including specific actions that will be taken towards restoration, protection and enhancement, and adequate maintenance of the historic resource, and a proposed schedule for completion of such actions.
  - B. A statement addressing consistency of the proposed use with the *Secretary of the Interior’s Standards for Rehabilitation of Historic Properties* and the *Secretary of the Interior’s Standards for Preservation of Historic Properties*.

- C. Detailed architectural drawings and building plans that clearly illustrate all proposed exterior alterations to the building associated with the proposed use. Any exterior additions to the building or outdoor components of the proposed use (e.g. parking areas, site for temporary structures, interpretive displays) shall be shown on the site plan.
- D. Any proposal for commercial events at a historic property shall include an Operation Plan for Commercial Events, to be incorporated into the "Protection and Enhancement Plan". The Operational Plan shall include sufficient information to demonstrate how the commercial events will remain incidental and subordinate to the primary use of the property, and shall, at minimum, address:
- (1) Number of events to be held annually.
  - (2) Maximum size of events, including number of guests and vehicles at proposed parking area.
  - (3) Provision for temporary structures, including location and type of structures anticipated.
  - (4) How the proposed commercial events will contribute to protection and enhancement of the historic resource.
3. The local government shall submit a copy of the "Protection and Enhancement Plan" to the State Historic Preservation Agency (SHPA). The SHPA shall have 30 calendar days from the date this information is mailed to submit written comments to the local governments. The SHPA comments shall address consistency of the proposed use with the *Secretary of the Interior's Standards for Rehabilitation of Historic Properties* and the *Secretary of the Interior's Standards for Preservation of Historic Properties*, and the effect of the proposed use on the historic resource.
4. Any alterations to the building or surrounding area associated with the proposed use have been determined by the local government to be consistent with the *Secretary of the Interior's Standards for Rehabilitation of Historic Properties* and the *Secretary of the Interior's Standards for Preservation of Historic Properties*. If the local government's final decision contradicts the comments submitted by the State Historic Preservation Agency, the local government shall justify how it reached an opposing conclusion.
5. The proposed use has been determined by the local government to have no effect or no adverse effect on the historic character of the property, including features of the property contributing to its historic significance. If the local government's final decision contradicts the comments submitted by the State Historic Preservation Agency, the local government shall justify how it reached an opposing conclusion.

### *Scenic Resources*

1. New parking areas associated with the proposed use shall be located on the subject property as it existed as of January 1, 2006. Such parking areas may be developed using paving blocks, gravel, or other pervious surfaces; asphalt, concrete and other impervious materials shall be prohibited.
2. New parking areas associated with the proposed use shall be visually subordinate from Key Viewing Areas, and shall to the maximum extent practicable, use existing topography and existing vegetation to achieve visual subordination. New screening vegetation may be used if existing topography and vegetation are insufficient to help make the parking area visually subordinate from Key Viewing Areas, if such vegetation would not adversely affect the historic character of the building's setting.
3. Temporary structures associated with a commercial event (e.g. tents, canopies, portable restrooms) shall be placed on the subject property no sooner than two days before the event and removed within two days after the event. Alternatively, temporary structures may remain in place for up to 90 days after the event if the local government determines that they will be visually subordinate from Key Viewing Areas.

### *Recreation Resources*

1. The proposed use shall not detract from the use and enjoyment of existing recreation resources on nearby lands.

### *Agricultural and Forest Lands*

1. The proposed use is compatible with and will not interfere with accepted forest or agricultural practices on nearby lands devoted to such uses.
2. The proposed use will be sited to minimize the loss of land suitable for production of crops, livestock or forest products.
3. A declaration has been signed by the landowner and recorded into county deeds and records specifying that the owners, successors, heirs and assigns of the subject property are aware that adjacent and nearby operators are entitled to carry on accepted agriculture or forest practices on lands designated Large-Scale or Small-Scale Agriculture, Agriculture-Special, Commercial Forest Land, or Large or Small Woodland.
4. All owners of land in areas designated Large-Scale or Small-Scale Agriculture, Agriculture-Special, Commercial Forest Land, or Large or Small Woodland that are within 500 feet of the perimeter of the subject property on which the use is proposed to be located have been notified and given at least 10 days to comment prior to a decision on an application for a Special Use for a Historic Building.

**NEW GMA REVIEW USE GUIDELINE (Part II, Chapters 1, 2, 4, 5, and 6)**

1. The following uses may be allowed on lands designated Large-Scale or Small Scale Agriculture, subject to compliance with guidelines for the protection of scenic, cultural, natural, and recreation resources:
  - A. Special uses in historic buildings, subject to the guidelines in "Special Uses in Historic Buildings" (Part II, Chapter 7).

*Note: The same language is to be inserted in the following chapters for the following GMA designations: Chapter 2 for lands designated Small Woodland, Large Woodland, and Commercial Forest; Chapter 4 for lands designated Residential; Chapter 5 for lands designated Commercial and Rural Center; and Chapter 6 for lands designated Public Recreation and Commercial Recreation. The numbering of the item may change if it is inserted at the end of the lists of review uses, instead of the beginning; the text remains exactly as shown above.*

**REVISED GMA GUIDELINE 2. A FOR COMMERCIAL EVENTS (Part II, Chapter 7)**

2. Commercial events may be allowed in the GMA except on lands designated Open Space and Commercial Forest, subject to compliance with the following conditions and the scenic, cultural, natural and recreation resources guidelines:
  - A. The use must be in conjunction with a lawful winery, wine sales / tasting room, bed and breakfast inn, or commercial use, or dwelling listed in the National Register of Historic Places. If the use is proposed on a property with a building on or eligible for the National Register of Historic Places, it shall be subject to the guidelines in "Special Uses in Historic Buildings" (Part II, Chapter 7), and not the guidelines of this section.

**NEW CULTURAL RESOURCES ENHANCEMENT STRATEGY OBJECTIVE (Part III, Chapter 3 of Management Plan)**

*GMA/SMA Objectives*

- 3.D. Encourage local governments to expand existing incentives for the protection of historic buildings, including adopting resolutions or ordinances that facilitate landowner access to federal and state programs providing such incentives.

1 BEFORE THE COLUMBIA RIVER GORGE COMMISSION

2  
3  
4 IN THE MATTER OF PLAN )  
5 AMENDMENT APPLICATION ) FINAL ORDER  
6 NO. PA-05-02 ( )  
7 )  
8 )

9 **1. Procedural History**

10  
11 On January 26, 2005 the Columbia River Gorge Commission (Commission)  
12 received an application from John Groen on behalf of Geoff Thompson to amend the  
13 Management Plan for the Columbia River Gorge National Scenic Area (PA-05-02). The  
14 application requested three changes to the Management Plan: (a) to change the land use  
15 designation on a 1.21-acre property in Multnomah County (that includes the historic  
16 Viewpoint Inn building) from Large-Scale Agriculture and Small Woodland to  
17 Commercial Recreation; (b) to change the recreation intensity class for the property  
18 containing the Viewpoint Inn from RIC 2 to RIC 3; and (c) to add a new policy and  
19 review use guideline to the Management Plan provisions for Commercial Recreation  
20 designations, which would allow properties on the National Register of Historic Places as  
21 of the passage of the Scenic Area Act to open as a visitor center and be used  
22 commercially in the same manner and function as originally designed and historically  
23 used.  
24

25 On March 29, 2005 staff for the Commission determined that the application for  
26 PA 05-02 was complete. On April 12, 2005 the Commission held a hearing for  
27 preliminary review of PA 05-02. At that hearing the Commission directed certain  
28 questions to the applicant, and asked staff to prepare a work plan to address whether the  
29 Management Plan adequately protected and enhanced historic buildings in the Scenic  
30 Area. The Commission continued the preliminary review of PA 05-02 to May 10, 2005.  
31

32 At the May 10, 2005 hearing, John Groen made certain revisions to the  
33 application. The May 10 revisions to the application did not alter the first two elements  
34 of the application (the land use designation or the recreation intensity class), but replaced  
35 the third element (item c of paragraph 1, above) with the following: "(c) to amend the  
36 cultural resources policies for the General Management Area to add a new policy  
37 allowing properties that were on the National Register of Historic Places prior to  
38 November 17, 1986 and that were originally designed for restaurant and hotel purposes to  
39 re-establish those uses and to provide for public viewing and interpretive facilities,  
40 subject to conditions regarding size, hours and other aspects of such uses." At the May  
41 10, 2005 hearing, the Commission voted to commence review of the application for PA  
42 05-02, approved portions of the staff work plan to address the adequacy of the existing  
43 Management Plan provisions concerning historic buildings, and directed staff to carry out  
44 the portions of the work plan for a new inventory of historic properties and an evaluation  
45 of the uses that are currently allowed in historic buildings and of those that could be  
46 allowed to improve protection of those buildings. The Commission also granted the

1 Executive Director an additional thirty working days for preparation of the Director's  
2 Report. The Commission granted the extension to allow time for the staff to study the  
3 broader issue raised by the subject application of how well the Management Plan  
4 supports protection of historic buildings. The additional time was designed to allow staff  
5 to:

- 6
- 7 (1) Assess the extent, use and condition of buildings in the Scenic Area on or eligible  
8 for the National Register of Historic Places;
- 9
- 10 (2) Identify allowable uses for historic buildings provided by the Management Plan;
- 11
- 12 (3) Conduct a limited survey of how other jurisdictions encourage preservation of  
13 historic buildings; and
- 14
- 15 (4) Assess consistency of possible new uses for historic buildings with the purposes  
16 and standards of the Scenic Area Act.
- 17

18 On September 21, 2005, the Director of the Columbia Gorge Commission  
19 (Director) issued a report on the revised application. The Director's report recommended  
20 that the Commission adopt a substantive modification to PA 05-02. On October 11, 2005,  
21 the Commission held a public hearing on the revised application and the Director's report  
22 on the revised application (including the substantive modification proposed in the  
23 Director's report). As part of the Director's report, the Commission also heard a  
24 presentation of the results of the work plan the Commission directed staff to complete  
25 regarding the adequacy of the Management Plan in protecting and enhancing historic  
26 buildings. This presentation included: (1) a summary of the *National Scenic Area*  
27 *Historic Buildings Survey*, completed by Donovan and Associates (addressing the extent  
28 and condition of building in the Scenic Area that are on or that may be eligible for  
29 National Register of Historic Places); (2) an analysis of the adequacy of the Management  
30 Plan in protecting and enhancing historic buildings; and (3) results of a survey of how  
31 other jurisdictions address preservation of historic buildings. The Commission also heard  
32 testimony from the applicant, other government entities, and the public. At the  
33 commencement of the hearing, the applicant withdrew the first two elements of the  
34 proposed plan amendment), leaving only the proposal to amend the Management Plan:  
35 "to allow properties that were on the National Register of Historic Places prior to  
36 November 17, 1986 and that were originally designed for restaurant and hotel purposes to  
37 re-establish those uses and to provide for public viewing and interpretive facilities,  
38 subject to conditions regarding size, hours and other aspects of such uses." As a factual  
39 matter, the only property in the Scenic Area that would have qualified under the  
40 applicant's proposal was the Viewpoint Inn, because only it was both on the National  
41 Register at the specified time and originally designed for restaurant and hotel purposes.

42  
43 The Commission proceeded to vote on the applicant's proposed plan amendment, which  
44 was not approved. The Commission then voted on a motion to reconsider its vote, which  
45 motion was approved. The Commission then voted to table the applicant's proposed plan  
46 amendment, and to continue the hearing to November 15, 2005 to consider the

1 substantive modification to PA 05-02 proposed in the Director's report, to provide a 30  
2 day notice of hearing, and to provide adequate time for the public to review and comment  
3 on the substantive modification.  
4

5 Notice of the continued hearing, and of the reopening of the record on PA-05-02,  
6 was provided on October 13, 2005. An addendum to the Director's Report was issued on  
7 November 7, 2005. On November 15, 2005 the Commission considered the proposed  
8 substantive modification to PA-05-02, along with a number of clarifications. The  
9 Commission took additional testimony from the applicant, public entities, and the public.  
10 Following the close of the record, the Commission approved the substantive modification  
11 to PA-05-02 with certain clarifications, as set forth in Exhibit 1 to this Final Order. The  
12 Commission's vote met the requirements of Commission rule 350-50-020(2)(b) by  
13 including the approval of at least three members from each state.  
14

15 Commission rule 350-50-110 requires the Commission to consult with the U.S.  
16 Forest Service, the states of Oregon and Washington, the six Gorge counties, the four  
17 tribal governments, and other interested agencies or organizations. The Commission met  
18 these requirements as set forth in the Director's Report dated September 21, 2005, the  
19 Addendum to the Director's Report dated November 7, 2005, and as further evidenced by  
20 the testimony at the hearings on PA-05-02. The Commission also received email  
21 messages from the state historic preservation agencies of Oregon and Washington, in  
22 response to the proposed substantive modification, supporting the modification.  
23

## 24 2. Applicable Law

25

26 The authority to amend the Management Plan is contained in section 6(h) of the  
27 Scenic Area Act, 16 USC § 544d (h), which provides that "[i]f the Commission  
28 determines at any time that conditions within the scenic area have significantly changed,  
29 it may amend the management plan. The Commission shall submit amendments to the  
30 management plan to the Secretary for review, in accordance with the provisions of this  
31 section for adoption of the management plan."  
32

33 Commission rules codified at 350-50 specify the procedures and standards for an  
34 amendment to the Management Plan. The rules interpret and apply the provisions of the  
35 Scenic Area Act as establishing three criteria for an amendment to the Management Plan.  
36 Those criteria are that:  
37

38 (1) Conditions in the Scenic Area have changed significantly. This means:

39 (a) physical changes that have widespread or major impacts to the  
40 landforms, resources, or land use patterns in the Scenic Area;

41 (b) new information or inventory data regarding land uses or resources  
42 that could result in a change of plan designation, classification, or other  
43 provision; or  
44  
45  
46

1 (c) changes in legal, social, or economic conditions, including those that  
2 affect public health, safety, or welfare, not anticipated in the Management  
3 Plan;  
4

5 (2) No practicable alternative to the proposed amendment more consistent with  
6 the purposes and standards of the Scenic Area Act exists; and  
7

8 (3) The proposed amendment is consistent with the purposes and standards of the  
9 Scenic Area Act.  
10

11 Commission Rule 350-50-030.  
12

13 **3. Findings of Fact**  
14

15 The following findings of fact by the Commission address each of the criteria for  
16 an amendment to the Management Plan, as set forth in Commission Rule 350-50-030.  
17

18 **A. Conditions in the Scenic Area Have Changed Significantly (350-50-030(1))**  
19

20 Under Commission rule 350-50-030(1), a significant change in conditions in the  
21 Scenic Area may be shown in three ways. In this case, the second of the three ways is the  
22 relevant one. Under this provision (350-50-030(1)(b)), in order to approve an  
23 amendment to the Management Plan, the Commission must find that there is "new  
24 information or inventory data regarding land uses or resources that could result in a  
25 change of a plan designation, classification, or other plan provision." In this case, the  
26 Commission finds that there is such information, showing a need for a change in the  
27 Management Plan in order to carry out one of the purposes of the Scenic Area Act,  
28 namely to protect and enhance cultural resources of the Columbia River Gorge. The  
29 cultural resources in question are historic buildings within the Scenic Area,<sup>1</sup> and the new  
30 information or inventory data include evidence that these historic buildings are not being  
31 adequately protected and enhanced under existing provisions of the Management Plan.  
32 The specific new information or data that the Commission finds result in a need to  
33 change the Management Plan are described below.  
34

35 *New information and inventory data:* New information or inventory data  
36 regarding historic buildings in the Scenic Area has been obtained through the review of  
37 the proposed amendment, and through analysis of how well the Management Plan  
38 protects and enhances historic buildings. The new information or inventory data concern  
39 a cultural resource within the scenic area – historic buildings – and uses of that resource.  
40 The information or data demonstrate that historic buildings in the Scenic Area are not  
41 being protected and enhanced. Indeed, the information or data show that historic

---

<sup>1</sup> The Management Plan defines "cultural resource" to include "Historic buildings and structures. Standing or above-ground buildings and structures that are at least 50 years old." *Management Plan* (1991), Glossary; *Revisions to the Management Plan* (2004), Glossary at 5.

1 buildings are being lost over time. As a result, there is a need to change the Management  
2 Plan to add provisions that protect and provide for the enhancement of historic buildings  
3 by authorizing additional uses of them where their historic character is protected and  
4 enhanced. The new information or data were obtained from the following sources:

- 5
- 6 (1) The *Columbia River Gorge Commission, National Scenic Area Historic Building*  
7 *Survey* (the "Survey") prepared by Donovan and Associates in September 2005;
- 8 (2) Consultation on the proposed amendment with the U.S. Forest Service, states of  
9 Oregon and Washington, Gorge counties and Indian tribal governments;
- 10 (3) Input from other agencies with expertise in historic preservation and other  
11 jurisdictions administering historic preservation programs;
- 12 (4) Public comment received on the proposed amendment during the comment  
13 period;
- 14 (5) Staff-generated information concerning the allowable uses for historic buildings  
15 in the existing provisions of the Management Plan;
- 16 (6) Information received during the Commission's 10-year required review of the  
17 Management Plan (2001-2004) ("Plan Review");
- 18 (7) Compilation of information concerning how historic buildings have (or have not)  
19 been protected and enhanced in the Scenic Area since Management Plan  
20 adoption.
- 21

22 Some of the information or data were not gathered specifically for this plan  
23 amendment (particularly, input received during Plan Review). Nevertheless, even the  
24 information or data that were received during Plan Review are "new," because they were  
25 not available at the time the resource inventories required under 16 USC 544d were  
26 completed, and they were not available when the provisions of the Management Plan  
27 addressing historic structures were adopted or last revised in a comprehensive fashion.  
28 Furthermore, the Commission finds that even if it were to exclude the information or data  
29 gathered in connection with its last Plan Review, the information received only in  
30 connection with this Plan Amendment is itself sufficient to show a need to change  
31 provisions of the Management Plan in order to protect and enhance historic structures in  
32 the Scenic Area. They also demonstrate that the existing Management Plan did not  
33 anticipate the difficulty of maintaining historic structures over the long term as a cultural  
34 resource in the Scenic Area.

35  
36 Together, the information or data show that there is a need to change provisions of the  
37 Management Plan to carry out the purposes of the Scenic Area Act. They also  
38 demonstrate that the existing Management Plan did not anticipate the difficulty of  
39 maintaining historic buildings over the long term as a cultural resource in the Scenic  
40 Area.

41  
42 Four key facts emerged from the new information or data. These four key facts are  
43 summarized below, followed by a more detailed description of each:

- 44
- 45 • Some significant historic buildings in the Scenic Area are deteriorating and are in  
46 need of stabilization to protect the resource. Other historic buildings either have

1           been adversely affected by incompatible alterations or have been lost altogether,  
2           due to deterioration or demolition.

- 3           • Rehabilitation (including restoration) and maintenance of historic buildings in the  
4           Scenic Area to preserve their historic integrity is very costly, and many owners of  
5           such buildings have not been willing to spend the money necessary for  
6           preservation.
- 7           • Providing additional permitted uses of historic buildings, including compatible  
8           adaptive uses and especially uses providing economic development options for  
9           the owners, is an incentive frequently used by jurisdictions with successful  
10          historic preservation programs.
- 11          • Current Management Plan provisions offer few options for adaptive reuse of  
12          historic buildings. These limitations generally mean that there are not economic  
13          incentives for preservation or maintenance.

14  
15          *Threats to Historic buildings:* The Survey showed that, “Although generally in fair to  
16          good condition, some of the [historic] buildings were in need of structural stabilization  
17          and repair” Survey, at page iv. Specifically, the survey report notes that many historic  
18          agricultural buildings are threatened by a lack of use or maintenance, due in part to  
19          changes in agricultural practices or changes in the use of the buildings. Many of these  
20          buildings are currently not in use, a harbinger of further degradation if they remain  
21          vacant. The Survey also highlights deterioration in all types of historic buildings in the  
22          wet, western end of the Scenic Area, due to climate.

23  
24          The Survey notes that the Scenic Area has lost historic buildings to incompatible  
25          alterations through the years. In addition, since adoption of the Management Plan,  
26          experience has shown the loss of several historically significant buildings through  
27          demolition, some of which had deteriorated severely. According to the Director’s Report  
28          “[o]ther historic buildings not documented have likely also been lost due to neglect,  
29          vacancy and the elements.” Director’s Report, at page 20.

30  
31          *Challenges of Rehabilitation and Maintenance:* As part of the Survey, the  
32          consultants interviewed 24 owners and/or managers of properties either on the National  
33          Register, known to be eligible, or likely to be found eligible. One thing repeated by those  
34          interviewed was the difficulty, and in particular the high cost, of restoring, rehabilitating  
35          and maintaining historic buildings in a manner that preserves their historic integrity. The  
36          Survey notes “owners cited the cost of maintaining a historic building is high because of  
37          the time, materials, and skill required to complete the repair work that is compatible with  
38          the historic building.” Survey, at page 11. Interviewees also spoke of difficulty in finding  
39          craftspeople and carpenters sensitive to historic buildings and willing to adapt standard  
40          techniques to combine new and old materials. Finding in-kind replacement materials for  
41          restoration of original features was also cited as difficult, as was maintaining original  
42          landscaping integral to the historic context of some properties.

43  
44          Marge Dryden, US Forest Service Archaeologist, noted in a September 7, 2005  
45          letter on the application, “...historic buildings can be expensive to maintain and large  
46          buildings...have associated costs that are beyond the reach of many residential

1 occupants." Columbia Hills State Park Manager Andy Kallinen estimated in his August  
2 2005 interview that the costs of restoring an 1880's barn at Dalles Mountain Ranch for  
3 adaptive reuse at \$250,000 and rehabilitating the Crawford House for a public use at  
4 approximately \$200,000. In a July 7, 2003 letter to the Commission, Tom Garnier, owner  
5 of "Mayerdale", a historically significant property along the Historic Columbia River  
6 Highway near Mosier, notes the property is in a "...serious state of deferred  
7 maintenance", and that "...it could take several hundred thousand dollars to repair the  
8 house." This scale of costs to protect or enhance historic buildings is corroborated in the  
9 application for PA-05-02, with regard to the cost of restoring the Viewpoint Inn. For the  
10 Inn, the costs for restoration, repair and ongoing maintenance were estimated to be  
11 \$220,425.

12  
13 *The Case for Flexibility and Compatible Adaptive Use:* Comments from owners  
14 of historic buildings, preservation experts and planners from many jurisdictions point to  
15 the beneficial effects on historic resources provided by regulatory incentives for  
16 preservation. Such incentives typically involve code provisions that allow adaptive reuse  
17 of historic buildings, compatible with preserving their historic character.

18  
19 On page 12 of the Survey, the following was noted: "Several owners stated that  
20 use regulations should be relaxed to allow for compatible alternative uses that support the  
21 preservation of the historic buildings. Several owners stated that the Scenic Act promotes  
22 tourism and historic preservation, so the plan should allow alternative uses for the historic  
23 buildings such as weddings, bed and breakfasts, gatherings, cafes and art galleries that  
24 serve tourists and generate income for the rehabilitation of the buildings." Along a similar  
25 vein, Laurel MacDonald, in a July 5 2005 comment letter on the proposed plan  
26 amendment, stated, "...expanding usage options for historic properties would  
27 significantly enhance the ability to preserve these landmarks." Ms. MacDonald owns the  
28 historic Bridal Veil Bed and Breakfast along the Historic Columbia River Highway.

29  
30 Commission staff consulted with the National Trust for Historic Preservation in  
31 researching various alternative means of protecting and enhancing historic buildings. In  
32 correspondence dated August 9, 2005, Stephanie Redman, Assistant Director of the  
33 National Trust's "Main Street" program, stated that "...a more flexible set of guidelines  
34 created specifically for the geographic area enables building owners to retain the historic  
35 integrity of the building while rehabilitating property for a contemporary use." She  
36 observed that "...pristine restoration a la the Secretary's standards is often cost-  
37 prohibitive," underscoring the importance of allowing compatible adaptive uses for  
38 historic buildings. Ms. Redman goes on to note, "the reason that many Main Street  
39 districts are economically viable today is because of adaptive reuse and preservation  
40 incentives." While the Main Street program focuses on urban situations, these  
41 observations about the power of regulatory incentives still provide valuable lessons in  
42 effective preservation applicable to the Scenic Area.

43  
44 The value of allowing adaptive uses in historic buildings is echoed in a September  
45 12, 2005 comment letter from James Hamrick, Oregon State Historic Preservation  
46 Officer. Mr. Hamrick states: "The concept of compatible use is well founded in historic

1 preservation philosophy. It acknowledges that while some properties can maintain the  
2 historic use, others may not survive without adjustments such as alternative but  
3 compatible uses.” Mr. Hamrick’s letter also supports a Gorge-wide approach to this issue,  
4 as does a September 13, 2005 letter received from Greg Griffith, Deputy State Historic  
5 Preservation Officer with the Washington Department of Archaeology and Historic  
6 Preservation. Mr. Griffith stated that a Gorge-wide amendment addressing this topic  
7 “...provides the CRGC with a more efficient and comprehensive approach to its mission  
8 for cultural resources in the region.”  
9

10 Richard Davis, Washington State Parks Area Manager for the eastern Gorge,  
11 highlighted the importance of allowing uses in historic buildings that facilitate  
12 reinvesting in those properties. In his September 7, 2005 letter, Mr. Davis states: “If the  
13 Gorge Commission is going to protect historic buildings in the Gorge, the Commission  
14 must find a way to allow private or government investment in historic buildings the  
15 opportunity for some type of economic benefit.”  
16

17 As part of its research, Commission staff surveyed multiple jurisdictions in the  
18 Pacific Northwest that administer historic preservation programs. Jurisdictions known  
19 for their successful historic preservation efforts all provided regulatory incentives  
20 including adaptive use options for historic buildings. Most of these jurisdictions,  
21 particularly in the Pacific Northwest, are municipalities. Few (if any) county  
22 governments in the region were found to have special regulatory incentives for  
23 preservation of historic buildings through allowance of adaptive uses. Ken Guzowski,  
24 Preservation Planner for the City of Eugene, in an August 19, 2005 conversation,  
25 indicated the City’s historic preservation zone approach has proven to be a powerful  
26 regulatory incentive for preservation. Similar observations on the importance of  
27 regulatory incentives were made by planners from the cities of Bellingham, Washington,  
28 and Portland, Oregon, both of which make special provisions for uses in historic  
29 buildings.  
30

31 The common thread is that, to effectively protect and enhance historic buildings,  
32 land use codes should allow owners to pursue historically compatible uses that generate  
33 sufficient revenue to support the costs of restoration, rehabilitation and maintenance of  
34 historic properties. This point is illustrated by the application for PA-05-02, which states:  
35 “Under the current economics, the Viewpoint Inn and Restaurant must be allowed to  
36 generate sufficient revenue to justify the preservation and restoration that it deserves”  
37 Application PA-05-02, at page 10.  
38

39 *The Management Plan’s Limited Provisions for Adaptive Use:* To assess whether  
40 an amendment to the Management Plan is needed, Commission staff analyzed allowable  
41 uses available for these buildings under existing provisions of the Management Plan. The  
42 analysis focused on uses that could potentially generate revenue that could help cover  
43 restoration and preservation costs. A table of such allowed uses for each land use  
44 designation was compiled for this analysis. Several such uses are potentially available to  
45 some historic buildings (e.g. bed and breakfasts, home occupations); others are only  
46 allowed in areas with particular land use designations. This is the case for a variety of

1 commercial uses in Rural Center, Commercial or Commercial Recreation designations,  
2 which account for a small percentage of the Scenic Area land base and very few of the  
3 historic buildings in the Scenic Area.<sup>2</sup>  
4

5 The Management Plan provides some regulatory incentives for uses in historic  
6 buildings through provisions for bed and breakfasts and commercial events. In fact, in  
7 order to qualify for bed and breakfast use in the Special Management Area (SMA), one  
8 must locate the use in a building on or eligible for the National Register of Historic  
9 Places. Commercial events are allowed in most GMA designations, but only in four  
10 circumstances, one of which is for dwellings listed on the National Register. However, a  
11 closer examination reveals that for many historic buildings, these uses are not an option.  
12 As revealed in the Survey, only a small percentage of buildings eligible for the National  
13 Register are actually listed (7% of buildings identified as eligible or likely to be found  
14 eligible in the survey report). Most of these are in the SMA, where commercial events are  
15 not allowed. For the remaining 93% of historic buildings identified in the survey,  
16 commercial events are not a use allowed under the existing provisions of the  
17 Management Plan. Also, about half of the buildings identified as historically significant  
18 in the survey report are not dwellings, and thus are not eligible for bed and breakfast uses.  
19 Several persons testified (including the applicant for PA-05-02) that the revenue that bed  
20 and breakfast use generates is often insufficient to cover costs of rehabilitation,  
21 restoration and maintenance of historic buildings.  
22

23 During Plan Review, Multnomah County provided a comment letter to the  
24 Commission, listing issues that it viewed as priorities to address during Plan Review. One  
25 of these issues was that the Management Plan does not adequately provide for adaptive  
26 use of historic buildings. In a September 26, 2001 letter to the Commission, then  
27 Planning Director Kathy Busse stated: "The land use guidelines (review uses) may  
28 prevent the re-use of historic buildings. This issue is of critical importance to Multnomah  
29 County." The June 17, 2005 letter from the Multnomah County Board of Commissioners  
30 urges the Commission to address this issue on a Gorge-wide basis.  
31

32 Empirical experience through the years of implementation supports the need to  
33 amend the Management Plan to allow additional uses of historic buildings. For example,  
34 in 2001, a proposal emerged to convert a vacant, historic school to a multiple use facility  
35 featuring artist studios, a gallery and restaurant, a community meeting space, four artist  
36 residences and traveler accommodations. Preliminary analysis showed several facets of  
37 the proposal were likely inconsistent with the Management Plan. Shortly after the  
38 proposal was submitted for review, the school was destroyed by fire and the proposal was  
39 not acted on. Other similar examples have also emerged pointing to the need to amend  
40 the Management Plan to allow additional uses of historic buildings. One such example  
41 was a suggestion at the Dalles Mountain Ranch for a museum/interpretive center for the  
42 old barn, or a small inn at the Crawford House, neither of which would likely be allowed  
43 under current Management Plan provisions.

---

2 Under the Management Plan, historic resources include both properties on the National Register, and properties eligible for the Register.

1 The Wasco County Board of Commissioners submitted a comment letter in  
2 response to the Commission staff's exploration of additional economically beneficial,  
3 compatible uses for historic buildings in the Scenic Area. The Board stated, in their  
4 September 13, 2005 letter, that "...without this amendment, there is little incentive to  
5 maintain many of these buildings and we will begin to lose them as a result of non-usage  
6 and neglect."

7  
8 *Findings and Conclusions Regarding New Information to Support Recommended*  
9 *modification:*

10 In conclusion, the Commission finds that the information or inventory data described  
11 above are new, in that they were not available at the time the original inventories were  
12 prepared as a basis for the Management Plan or at a time when the Commission  
13 completed a comprehensive review of the portions of the Management Plan addressing  
14 historic buildings. The Commission also finds that the information and data show that a  
15 cultural resource, historic buildings, are not being protected or enhanced under the  
16 existing provisions of the Management Plan, and that therefore the Management Plan  
17 needs to be amended to include additional provisions to protect and enhance historic  
18 buildings within the Scenic Area. Finally, the Commission finds that the historic  
19 buildings identified through the Survey and the Director's Report are an important  
20 cultural resource that must be protected and enhanced under the terms of the Scenic Area  
21 Act. For these reasons, the Commission concludes that the requirements of rule 350-50-  
22 030(1) are met by the Director's Substantive Modification.

23  
24 **B. Practicable alternatives that are more consistent with the National Scenic**  
25 **Area Act (350-50-030(2))**  
26

27 Under Commission rule 350-50-030(2), to approve an amendment to the  
28 Management Plan the Commission must find that "[n]o practicable alternative to the  
29 proposed amendment more consistent with the purposes and standards of the Scenic Area  
30 Act exists." The *initial* proposed amendment in this case was the amendment proposed  
31 by John Groen, described on page 1 of this order, as subsequently amended by John  
32 Groen to include only the third element of the proposed amendment (part (c)) (the  
33 "Applicant's Proposed Plan Amendment"). As described on page 2 of this order, as a  
34 factual matter, the Applicant's Proposed Plan Amendment would have applied only to  
35 one property -- the Viewpoint Inn -- because it was limited to properties that were on the  
36 National Register of Historic Places prior to November 17, 1986 and that were  
37 historically used for commercial purposes. Only one property in the Scenic Area, the  
38 Viewpoint Inn, would have met those limitations.

39  
40 The requirement to consider whether there is a "practicable alternative" in  
41 Commission rule 350-50-030(2) begins with the purpose of the proposed plan  
42 amendment. Something cannot be an alternative if it does not satisfy at least the same  
43 purpose as the initial proposal, and it cannot be practicable unless it is something that can  
44 be done, considering technology and cost. Management Plan, Glossary (defining the  
45 word "practicable"). The term "practicable alternative" is a term of art in regulatory  
46 settings, generally meaning an alternative means of accomplishing a purpose, taking into

1 account cost and available resources. See, e.g., 40 CFR 230.3 (EPA rules defining  
2 "practicable alternative" for purposes of the federal Clean Water Act wetlands program);  
3 OAR 141-085-0025, (Oregon Department of State Lands wetlands program rules);  
4 Commission rule 350-81-600(5) (practicable alternatives test for reviewing the effects of  
5 development on natural resources in the Special Management Area (SMA) of the Scenic  
6 Area). In this matter, the basic purpose of the Applicant's Proposed Plan Amendment  
7 was to allow adaptive reuse of the Viewpoint Inn in a manner likely to generate enough  
8 revenue to support the restoration of that historic structure, and that meets the other legal  
9 requirements for a plan amendment.

10  
11 The Commission finds that the modification to the Applicant's Proposed Plan  
12 Amendment set forth in the Director's Report, as supplemented by the November 7, 2005  
13 Addendum to the Director's Report (collectively, the "Director's Modification"), is a  
14 practicable alternative to the Applicant's Proposed Plan Amendment that is more  
15 consistent with the Scenic Area Act, for the reasons set forth below. In addition, the  
16 Commission finds that the proposed modifications to the Applicant's Proposed Plan  
17 Amendment submitted by the Friends of the Columbia Gorge (the "Friends'  
18 Modification") are not a practicable alternative, for the additional reasons set forth below.  
19

20 Procedurally, under Commission rule 350-50-100(3)(h), the Commission may  
21 approve "substantive changes" to a proposed amendment to the Management Plan.  
22 "Substantive changes" are changes to the amendment that go beyond clarification of the  
23 proposal. In this case, the Commission determined that the Director's Substantive  
24 Modification was a practicable alternative to the Applicant's Proposed Plan Amendment,  
25 and that the Director's Modification was more consistent with the purposes and standards  
26 of the Scenic Area Act. The Commission found that the Director's Modification was  
27 more consistent because it provides the most comprehensive protection to historic  
28 resources of any alternatives considered. Under rule 350-50-100(3)(h), the Commission  
29 then proceeded to consider whether the Director's Modification met the criteria for a plan  
30 amendment under Commission rule 350-50-030.  
31

32 The Director's Substantive Modification is a practicable alternative to the  
33 Applicant's Proposed Plan Amendment, and is more consistent with the purposes and  
34 standards of the Scenic Area Act. It provides protection and enhancement for cultural  
35 resources not covered by the Applicant's Proposed Plan Amendment (namely historic  
36 buildings throughout the General Management Area (GMA) of the Scenic Area). The  
37 Director's Substantive Modification also is consistent with the purpose of the Applicant's  
38 Proposed Plan Amendment in that it also allows the uses of the Viewpoint Inn that the  
39 applicant requested. The restaurant, inn, interpretive displays, commercial events and  
40 day use public recreation uses are all allowable review uses under the Director's  
41 Modification. At the same time, these uses at the Viewpoint Inn (as well as at other  
42 historic buildings) would have to be consistent with the Secretary of Interior's standards  
43 for preservation and rehabilitation, found to contribute to the protection and enhancement  
44 of the historic (cultural) resource, and to not adversely affect other Gorge resources or to  
45 conflict with the land use designations provided under the Scenic Act and the  
46 Management Plan. These criteria ensure that the uses allowed protect and enhance

1 historic buildings throughout the GMA portion of the Scenic Area; that the uses do not  
2 adversely affect scenic, other cultural, recreational, or natural resources in the Scenic  
3 Area; and that the uses are consistent with the requirements of the Act and the  
4 Management Plan to include provisions that protect lands designated as agricultural or  
5 forest for agricultural or forest uses.  
6

7 Other alternative actions have been considered by the Commission. One possible  
8 outcome considered was for the Commission to not adopt any amendment to the  
9 Management Plan. This outcome would not preserve a cultural resource. The evidence  
10 in the record shows that the Viewpoint Inn will not be preserved or enhanced as a historic  
11 structure unless additional uses of the property are permitted that generate sufficient  
12 revenue to make preservation and rehabilitation cost-effective. And, the no-action  
13 alternative is not consistent with the purposes and standards of the Scenic Area Act,  
14 because it would fail to protect and provide for the enhancement of historic buildings  
15 throughout the Scenic Area in the face of new information showing that these many  
16 historic buildings are deteriorating and some are being lost altogether. As explained  
17 under the analysis of consistency of the recommended modification with criterion 1  
18 (above), substantial new information now exists showing that: (1) threats exist to a  
19 number of historic buildings in the Scenic Area, (2) historic buildings are difficult to  
20 restore and maintain; (3) the best way to ensure long-term preservation and enhancement  
21 of these resources is through provisions allowing adaptive use of these structures, and (4)  
22 the Management Plan does not adequately provide for such uses. A "no action"  
23 alternative would be unresponsive to this new information, and would not protect and  
24 provide for the enhancement of either the Viewpoint Inn or other historic buildings in the  
25 Scenic Area.  
26

27 Another option considered by the Commission was to approve the applicant's  
28 property-specific request, and to consider similar property-specific requests for other  
29 historic properties in the Scenic Area in the future, on a case-by-case basis as they come  
30 forward. Although this option is consistent with the purpose of the Applicant's Proposed  
31 Plan Amendment, the Commission finds that it is not practicable, and is not consistent  
32 with the purposes and standards of the Scenic Act. Treating historic properties  
33 individually would require a level of staff and Commission resources beyond the  
34 agency's capacity, and would significantly increase costs to owners of historic buildings  
35 seeking approval for adaptive uses consistent with their historic character. Such an  
36 option is not consistent with the purposes and standards of the Act because it would not  
37 protect or provide for the enhancement of historic buildings that have been demonstrated  
38 to be a significant cultural resource, and in need of protection in order to avoid their loss.  
39 Without a general plan amendment allowing adaptive reuse for a wider range of buildings  
40 on or eligible for the National Register of Historic Places, the evidence in the record  
41 shows that a number of these buildings will be lost. This reactive approach would not  
42 address properties where owners would not apply for an amendment.  
43

44 Friends of the Columbia Gorge (Friends) also proposed an alternative to the  
45 Applicant's Proposed Plan Amendment, which was considered by the Commission. The  
46 key elements of Friends' alternative were:

- 1 • NRHP listing would be required as a prerequisite to applying for adaptive uses;
- 2 • Restaurants would be allowed only in buildings that previously were restaurants,
- 3 with a 60-person capacity maximum;
- 4 • Overnight accommodations would be limited to bed and breakfasts;
- 5 • Commercial events would be limited to indoor activities only;
- 6 • Conference centers and retreat facilities would be allowed indoors only;
- 7 • Gift shops would be limited to 100 square feet in size;
- 8 • Interpretive displays, viewing areas and recreational day use would not be
- 9 allowed;
- 10 • Parking areas would have to be fully screened from Key Viewing Areas, located
- 11 on the subject parcel, and limited to 30 cars for parcels of 50 acres or less (parcels
- 12 larger than 50 acres could have parking for up to 50 cars);
- 13 • Adaptive uses in historic buildings would require review and approval every five
- 14 years. The approval would be revoked if the owner has not made sufficient
- 15 progress in implementing a Protection and Enhancement Plan or if the property
- 16 has not been used in compliance with applicable rules or conditions of approval.
- 17

18 Friends recommended that the alternative they proposed not be approved by the  
19 Commission, on the basis that they believed it was not consistent with the purposes and  
20 standards of the Act. The Commission finds that the Friends' Modification is not a  
21 practicable alternative to the applicant's proposal because the preponderance of evidence  
22 in the record shows that the 60-person cap on seating capacity for a restaurant use would  
23 limit revenue generated by this adaptive reuse to a level where restoration of the  
24 Viewpoint Inn itself would not be economically viable. More generally, limiting  
25 adaptive reuses of historic buildings to buildings that are on the National Register of  
26 Historic Places would be contrary to the recommendations of both the Washington and  
27 Oregon State Historic Preservation Offices, and is inconsistent with provisions of the  
28 Management Plan that include historic buildings that are *eligible* for the National  
29 Register as cultural resources to be protected and enhanced, as well as those that are  
30 listed on the National Register. By providing for the protection and enhancement of all  
31 historic buildings in the Scenic Area, in the face of evidence that these resources are  
32 being lost, the Director's Modification is more consistent with the purposes and standards  
33 of the Scenic Act.  
34

35 Lastly, the Commission considered a more limited Gorge-wide amendment that  
36 would limit reuse of historic buildings in the GMA portion of the Scenic Area to re-  
37 establishment of original historic uses in historic buildings. The Commission rejects this  
38 approach because of evidence indicating that restoring original uses can be cost-  
39 prohibitive, and may not provide sufficient revenue to support the restoration/  
40 preservation work needed. In other words, only allowing re-establishment of historic  
41 uses would be a less powerful incentive for preservation in many cases than would  
42 allowing a range of adaptive reuses. This alternative, by not allowing compatible  
43 adaptive uses of historic buildings, would provide less protection to the historic resources  
44 than would the Director's Modification.  
45

1 In conclusion, the Commission finds that there is no practicable alternative to the  
2 Director's Modification that is more consistent with the purposes and standards of the  
3 Act. The Director's Modification provides the most comprehensive protection to historic  
4 resources of any alternatives considered, while also being consistent with the purpose of  
5 the Applicant's Proposed Plan Amendment. For these reasons, the Commission  
6 concludes that the Director's Modification satisfies the requirements of rule 350-50-  
7 030(2).

8  
9 **C. Consistency with the Purposes and Standards of the Act**

10  
11 *Purposes of the Act:* The Director's Modification allows historic buildings to be  
12 used in a manner that protects their historic integrity and facilitates public appreciation of  
13 this significant cultural resource. This may in some cases include re-establishment of  
14 original uses, as well as other adaptive uses for which the building was not historically  
15 used. These properties may only qualify for these uses if they demonstrate consistency  
16 with the Management Plan's guidelines, and additional resource protection criteria  
17 included in the Director's Modification that are designed to prevent the uses from  
18 adversely affecting scenic, cultural, natural and recreation resources. For example, any  
19 alterations to the historic property associated with the use must be consistent with the  
20 Secretary of Interior's standards for preservation and rehabilitation, ensuring that the  
21 building remains eligible for listing on the National Register (and therefore remains as a  
22 cultural resource under the Scenic Act). The use itself must also result in additional  
23 protection and enhancement for the historic building, as delineated in a "Protection and  
24 Enhancement Plan."

25  
26 Additional guidelines are provided in the Director's Modification to ensure all  
27 aspects of the additional use(s) of a historic building (including ancillary uses such as  
28 parking) do not adversely affect scenic, other cultural, natural or recreation resources. As  
29 a result, this plan amendment does not involve a trade-off between the types of resources  
30 that must be protected and enhanced under the Scenic Act. Rather, by requiring that the  
31 new uses allowed of historic buildings meet new and existing guidelines that protect  
32 scenic, cultural, natural and recreational resources, the Commission is ensuring those  
33 additional uses are consistent with *all* of the resources protected by the purposes and  
34 standards of the Scenic Act. As an example, the allowed uses are limited to those that  
35 would provide for public enjoyment and appreciation of a historic resource. This will  
36 ensure that any new use both protects and enhances a cultural resource, while also  
37 enhancing recreation resources associated with historic interpretation and visiting historic  
38 sites. For these reasons, the Commission finds that the Director's Modification is  
39 consistent with the first purpose of the Scenic Area Act -- to protect and provide for the  
40 enhancement of the scenic, cultural, recreational and natural resources of the Columbia  
41 River Gorge. Although the applicant's proposed plan amendment, and the plan  
42 amendment proposed by Friends, also include provisions to avoid adverse effects on the  
43 scenic, cultural, recreational and natural resources of the Scenic Area, the Commission  
44 finds that the limitations on additional uses in the Director's Modification are sufficiently  
45 protective of these other resources so that the applicant's and the Friends' alternatives  
46 provide no overall relative benefit.

1 The Director's Modification also is consistent with the second purpose of the  
2 Scenic Act -- to protect and support the economy of the Gorge area by encouraging growth  
3 to occur in existing urban areas and by allowing future economic development in a manner  
4 consistent with the first purpose of the Act. The Director's Modification allows a narrowly  
5 circumscribed set of additional uses associated with historic buildings. This will allow  
6 future economic development to occur in a manner consistent with the protection and  
7 enhancement of the resources of the Scenic Area. At the same time, however, the scope  
8 and intensity of additional uses allowed is sufficiently limited such that the plan  
9 amendment will not alter the fact that the Management Plan will continue to encourage  
10 growth to occur within existing urban areas. The additional allowed uses will promote  
11 economic use of historic resources in rural, often scenic, settings. The limited uses allowed  
12 by the Director's Modification are unique to circumstances where there is a combination of  
13 historic resources and rural environments. As a result, they are not typically available or  
14 easily replicated inside urban areas. With a few exceptions, these opportunities for limited  
15 uses of historic buildings do not exist under the current Management Plan.  
16

17 For these reasons, the Commission finds that by allowing limited commercial uses  
18 of historic buildings outside of urban areas in a manner consistent with the first purpose of  
19 the Act, the recommended modification also is consistent with the second purpose of the  
20 Act. The applicant's proposed plan amendment would be limited to a single property -- the  
21 Viewpoint Inn. Although one could argue that prohibiting all commercial development  
22 associated with historic buildings outside of urban areas (except at the Viewpoint Inn)  
23 would encourage growth to occur in existing urban areas, the Commission believes that  
24 Congress did not intend the second purpose of the Act to prohibit all commercial uses  
25 outside of existing urban areas in the Scenic Area. Reading the Scenic Area Act's  
26 purposes and standards together, the Commission believes Congress intended to allow  
27 restricted commercial uses, including adaptive reuse of historic buildings, outside of urban  
28 areas, so long as such uses do not increase growth pressures outside of urban areas or  
29 adversely affect the resources of the Scenic Area. The Commission finds that the scope of  
30 uses allowed, the requirements that such uses be carried out largely within existing historic  
31 buildings, and the resource protection guidelines included in the Director's Modification  
32 assure that it is fully consistent with the second purpose of the Scenic Act. As a result, the  
33 additional limitations on commercial uses inherent in or contained in the applicant's  
34 proposed plan amendment, and the Friends' alternative, when considered together with  
35 their more limited effect in protecting historic buildings, do not make those proposals more  
36 consistent with the purposes and standards of the Act.  
37

38 *Standards of the Act:* Section 6(d)(1) of the Act requires that the Management  
39 Plan include provisions to protect and enhance agricultural lands for agricultural uses.  
40 Section 6(d)(2) requires that the Management Plan include provisions to protect and  
41 enhance forest lands for forest uses.  
42

43 The Director's Substantive Modification does not eliminate any of the existing  
44 provisions in the Management Plan that protect and enhance agricultural and forest lands  
45 for agricultural and forest uses. The Director's Substantive Modification would permit  
46 certain specified non-agricultural and non-forest uses in a limited number of settings,

1 which could include lands designated as agricultural or forest. However, the Director's  
2 Modification includes provisions to ensure that these additional uses in a limited number  
3 of settings are consistent with protecting agricultural and forest lands for agricultural and  
4 forest uses.

5  
6 First, most of the additional uses (including restaurant, food and beverage sales,  
7 overnight accommodations, wineries, conference and/or retreat facilities, artist studios  
8 and galleries, and gift shops) are limited to occurring within existing structures. The uses  
9 that are allowed on the property containing a historic building (outside of an existing  
10 building) are: commercial events that are incidental and subordinate to the primary use of  
11 the property; interpretive displays; picnic areas or other recreational day use activities;  
12 and parking areas. These uses must comply with additional guidelines designed to  
13 protect agricultural and forest lands for agricultural and forest uses. Those guidelines  
14 (Additional Resource Protection Guidelines for Uses in Historic Buildings) apply in  
15 addition to all other relevant guidelines for protection of scenic, cultural, natural and  
16 recreation resources.

17  
18 Under the existing provisions of the Management Plan:

19  
20 "Specified nonagricultural uses, such as buildings accessory to an existing  
21 residence, may be allowed, subject to review to minimize the loss of agricultural  
22 land and to prevent interference with agricultural uses. Nonagricultural uses that  
23 would interfere with agricultural operations shall not be allowed."  
24

25 Management Plan Part II, Chapter 1: Agricultural Land, Land Use Policy No. 12. See  
26 also, GMA Guidelines, Review Uses, Guideline 2. The non-farm and non-forest uses  
27 allowed under this guideline include: utility facilities; home occupations, produce stands,  
28 wineries, agricultural processing, mining, personal use airstrips, bed and breakfast inns,  
29 environmental learning or research facilities, and expansions of existing schools or places  
30 of worship. These uses may be allowed only if:

- 31 A. The use is compatible with agricultural uses and would not force a change in or  
32 significantly increase the cost of accepted agricultural practices on nearby lands  
33 devoted to agricultural use.  
34 B. The use will be sited to minimize the loss of land suitable for the production of  
35 crops or livestock.

36 The Commission finds that by limiting the additional uses allowed under this plan  
37 amendment to a small set of properties containing an existing historic building, by  
38 generally requiring that the uses be contained within an existing historic building, by  
39 (where that is not feasible) requiring the other uses to be incidental and subordinate to the  
40 primary use of the property, and by requiring that these uses comply with the same  
41 standards applicable to nonfarm and nonforest uses already allowed in the Management  
42 Plan, the Director's Proposed Modification is consistent with section 6d(1) and 6(d)(2) of  
43 the Scenic Area Act. As the Director's Modification is fully consistent with these

1 standards, there is no relative overall advantage in terms of consistency represented by  
2 either the applicant's proposed plan amendment, or the amendment proposed by Friends.

3 Section 6(d)(3) requires that the Management Plan protect and enhance open  
4 spaces. The recommended modification would not apply to any lands designated Open  
5 Space.  
6

7 Standard 6(d)(4) requires that the Management Plan protect and enhance public  
8 and private recreation resources and educational and interpretive facilities and  
9 opportunities, in accordance with the recreation assessment adopted pursuant to the Act.  
10 The recreation assessment includes the objectives, policies, and guidelines contained in  
11 Part I, Chapter 4 of the Management Plan ("Recreation Resources"). These provisions  
12 encourage opportunities for public appreciation and enjoyment of cultural resources, and  
13 enhanced understanding of the Scenic Area's history through interpretive facilities. The  
14 uses allowed in the Director's Modification were specifically selected in part because they  
15 would afford the public opportunities to enjoy and appreciate significant historic  
16 resources. By allowing interpretive displays, picnic areas or other day use recreation (e.g.  
17 scenic viewpoint) at historic sites, the Director's Modification would directly enhance  
18 public and private recreation and interpretive opportunities, and the Commission finds  
19 that as a result it is consistent with Standard 6(d)(4) of the Act. As the Director's  
20 Modification is fully consistent with this standard, there is no relative overall advantage  
21 in terms of consistency represented by either the applicant's proposed plan amendment, or  
22 the amendment proposed by Friends.  
23

24 Standard 6(d)(5) requires that the Management Plan prohibit major development  
25 actions in the SMA. The Director's modification does not apply to any lands with Special  
26 Management Area designations.  
27

28 Standard 6(d)(6) requires that the Management Plan prohibit industrial  
29 development outside urban areas. The Director's Modification does not allow any  
30 industrial development outside urban areas.  
31

32 Standard 6(d)(7) requires that commercial development outside urban areas take place  
33 without adversely affecting scenic, cultural, natural or recreation resources. The  
34 Commission notes that this standard does not prohibit commercial uses outside of  
35 existing urban areas (in contrast to section 6(d)(6), which does prohibit industrial  
36 development outside of urban areas). Rather, the standard is a limitation on commercial  
37 uses.  
38

39 As set forth in detail in the Commission's findings concerning consistency of the  
40 Director's Modification with the purposes of the Scenic Act, only commercial  
41 development that will take place without adversely affecting scenic, cultural, recreation,  
42 or natural resources of the Scenic Area will be allowed. The limitations on the uses  
43 allowed, together with the additional review guidelines for the historic and adaptive  
44 reuses allowed by this plan amendment are designed to ensure that there will be no  
45 "adverse affect" (as that term is defined in section 2 of the Scenic Act) on scenic, cultural,

1 natural or recreation resources. As an example, concerns regarding adverse effects of  
2 parking on resources will be addressed under the following guidelines included as part of  
3 the Director's Modification:  
4

- 5 • Part II, Chapter 7, Additional Review Uses for Historic Buildings, Guideline 4.J.  
6 requires that parking be located on the subject property as it existed on January 1,  
7 2006. This prohibits the acquisition of additional properties to provide parking to  
8 support adaptive reuse.
- 9 • Part II, Chapter 7, Additional Review Uses for Historic Buildings, Guideline 7,  
10 clarifies that all uses except the recreational uses in Guidelines 1 and 4.I. are  
11 subject to the parking limits and associated "Facility Design Guidelines" in the  
12 Recreation Intensity Classes.
- 13 • Part II, Chapter 7, Additional Resource Protection Guidelines for Uses in Historic  
14 Buildings, Cultural Resources, Guidelines 2 and 4 require that parking provided  
15 be consistent with the protection and enhancement of the historic resource.
- 16 • Part II, Chapter 7, Additional Resource Protection Guidelines for Uses in Historic  
17 Buildings, Scenic Resources, Guidelines 1 and 2 govern the location,  
18 construction, and visual subordination of parking areas.  
19

20 For these reasons, the Commission finds that the Director's Modification is fully  
21 consistent with section 6(d)(7) of the Scenic Act. As the Director's Modification is fully  
22 consistent with this standard, there is no relative overall advantage in terms of  
23 consistency represented by either the applicant's proposed plan amendment, or the  
24 amendment proposed by Friends.  
25

26 Standard 6(d)(8) requires that residential development outside urban areas take  
27 place without adversely affecting scenic cultural, natural or recreation resources. The  
28 recommended modification does not allow any additional residential development in  
29 historic buildings.  
30

31 Standard 6(d)(9) requires that the exploration, development and production of  
32 mineral resources outside urban areas take place without adversely affecting scenic  
33 cultural, natural or recreation resources. The recommended modification does not allow  
34 mining or related uses on historic properties.  
35

36 In conclusion, for the foregoing reasons, the Commission finds that the evidence  
37 in the record shows that the Director's Modification is consistent with the purposes and  
38 standards of the Act, and that the Director's Modification is more consistent with these  
39 provisions than the applicant's proposed plan amendment or the alternative proposed by  
40 Friends.  
41

### 42 3. Conclusions of Law

- 43 A. Rule 350-50-030(1) Conditions in the Scenic Area Have Significantly  
44 Changed.  
45  
46

1 For the reasons set forth in this order, the Commission finds that the record  
2 includes new information or data regarding historic buildings that could result in a  
3 change of the Management Plan. This information establishes that conditions in the  
4 Scenic Area have significantly changed, and that there is a demonstrated need to amend  
5 the Management Plan to protect and enhance historic buildings in the Scenic Area.  
6

7 B. Rule 350-50-030(2) No Practicable Alternative to the Proposed  
8 Amendment [is] More Consistent with the Purposes and Standards of the  
9 Scenic Area Act  
10

11 For the reasons set forth in this order, the Commission finds and concludes that  
12 there is a practicable alternative to the Applicant's Proposed Plan Amendment that is  
13 more consistent with the purposes and standards of the Scenic Act. In addition, for the  
14 additional reasons set forth in this order, the Commission finds and concludes that there  
15 is no practicable alternative to the Director's Modification that is more consistent with the  
16 purposes and standards of the Scenic Area Act.  
17

18 C. Rule 350-50-030(3) The Proposed Amendment is Consistent With the  
19 Purposes and Standards of the Scenic Area Act  
20

21 For the reasons set forth in this order, the Commission finds and concludes that  
22 the Director's Modification is consistent with the purposes and standards of the Scenic  
23 Area Act.  
24

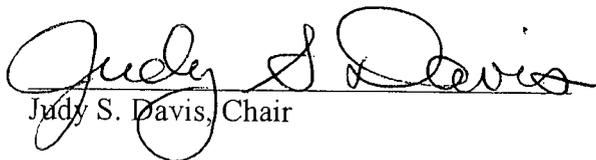
25 4. Order  
26

27 Any motions not previously acted on concerning PA-05-02 are deemed denied.  
28

29 Based on the entire record before the Commission in this matter, the Commission  
30 approves the amendment to the Management Plan set forth in Exhibit 1 to this order, and  
31 directs the Director to submit the amendment to the U.S. Department of Agriculture for  
32 concurrence by the Secretary, pursuant to Commission Rule 350-50-120 and 16 U.S.C.  
33 544d. This plan amendment will take effect ninety days following the date of submission  
34 to the Secretary, unless the Secretary concurs with the amendment before that date in  
35 which case it will take effect on the date of the Secretary's concurrence. If the Secretary  
36 does not concur with the amendment, the plan amendment will not take effect.  
37

38 IT IS SO ORDERED this 13th day of December 2005.  
39

40  
41 By:

  
42 Judy S. Davis, Chair  
43  
44

1 NOTICE OF JUDICIAL REVIEW RIGHTS: You may be entitled to judicial review of  
2 this final order within sixty (60) days of the date of this order, as set forth in 16 U.S.C.  
3 section 544m(b).

#3

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: 01.19.06

SUBJECT: Jim Worlein

property tax problem

AGENDA NUMBER OR TOPIC: Public Comment

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

NAME: \_\_\_\_\_

ADDRESS: 3017 SW Linneman Dr.

CITY/STATE/ZIP: Gresham

PHONE: \_\_\_\_\_ DAYS: 503 706-1283 (cell) EVES: 503 661-3392

EMAIL: jworlein@mindspring.com FAX: \_\_\_\_\_

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

WRITTEN TESTIMONY: ATTACHED

**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.

**BOGSTAD Deborah L**

---

**From:** BOGSTAD Deborah L  
**Sent:** Thursday, January 19, 2006 4:00 PM  
**To:** 'Jim Worlein [jworlein@mindspring.com]'; Diane Linn; Lisa Naito; Lonnie Roberts; Maria ROJO DE STEFFEY; Serena Cruz  
**Cc:** BOYER Dave A; THOMAS John S; TUNEBOG Kathleen A; WALRUFF Randy P; SOWLE Agnes; Andy Smith; April FERNANDES; Becky BENT; Carol WESSINGER; Chuck Martin; Darcy Miles; Delma FARRELL; Gary Walker; Iris BELL; Judith Shiprack; Kathryn GORDON; Kristen WEST; Mary Carroll; Matt LIEUALLEN; Matthew LASHUA; Mike BEARD; Rob FUSSELL; Robert Walker; Shelli Romero; Tara BOWEN-BIGGS; Terri Naito; Thomas BRUNER  
**Subject:** January 19, 2006 Multnomah County Board Meeting  
**Importance:** High

Per Mr. Worlein's request, this is to confirm that Mr. Jim Worlein attended the Multnomah County Board of Commissioners meeting today, Thursday, January 19, 2006 and provided public comment during the appropriate time set forth on the meeting agenda regarding payment of Multnomah County property taxes for the 1999-2000 through 2003-04 tax years, account number R185082.

The attached file contains the public testimony sign-up sheet and documentation provided by Mr. Worlein which has been entered into the official record. Page 11 of the pdf file is a hard to read, so I am also attaching a copy of the Monday, October 18, 2004 email message for your convenience.

Today's Board meeting, produced through Multnomah Community Television, was cable-cast live and taped and may be seen by Cable subscribers in Multnomah County at the following times:

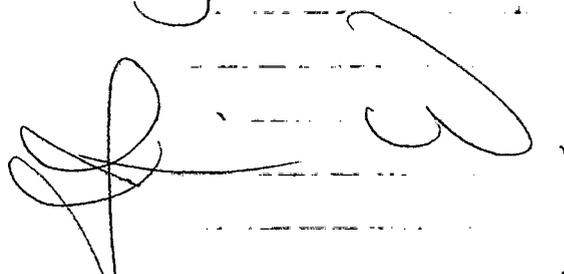
Friday, 11:00 PM, Channel 30  
Saturday, 10:00 AM, Channel 30  
Sunday, 11:00 AM, Channel 30

The January 19, 2006 Board meeting is also available via on-line media streaming any time by logging onto the Commissioners past meeting broadcasts at <http://www.co.multnomah.or.us/cc/pastmeetings.shtml>.

**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](mailto:deborah.l.bogstad@co.multnomah.or.us)**  
**<http://www.co.multnomah.or.us/cc/index.shtml>**

Deb:

Could you e-mail me some sort of documentation that I was here today? Anything I would forward it to my mortgage company, to let them know I'm working on resolution.

A handwritten signature in cursive script, appearing to be 'D. A.', written in black ink.

Also, what exactly did the Board decide to do regarding my situation?

I have left you a note to the board that I would like entered into the record & given to them.

1/19/06

Bd. of Commissioners:

Thanks for your time today. I am looking forward to providing you with additional information. Please give me an opportunity to fill you in, to briefly tell you the entire story from my perspective.

It's my plea that you not allow yourselves to be hamstrung by the letter of the law. Rather, focus on the intent of tax law. I sincerely implore you to do the right thing. To do this, you will have to ask your staff to be creative & maybe work harder, ~~to think~~ There is a solution to this that will be fair to all parties. Let's get it done.

Attached are 3 e-mails that I think summarize events. They'll get you started. I have more detailed documentation that could be helpful.

Re-stating my requests today:

- 1) Permit a 5-year interest & penalty free payment plan.
- 2) Notation in my tax records that this amount is not delinquent, in

common definition of the term. Hopefully this will put my mortgage company at ease.

3) Address this apparent unfair oversight at the state level. Seek amendment(s) that make a distinction between delinquent taxes and those that are back billed.

Sincerely,



661-3392

503-706-1283 (cell)

jworlein@mindspring.com

Boyer e-mails

**From:** "BOYER Dave A" <dave.a.boyer@co.multnomah.or.us>  
**To:** "Jim Worlein @ mindspring.com" <jworlein@mindspring.com>  
**Sent:** Tuesday, January 17, 2006 10:09 AM  
**Attach:** JWorlein\_20051216133417.pdf  
**Subject:** RE: Property Tax ADD

Jim

I am sorry this has taken so long but I have been out sick for the last two weeks. I did go to bat for you and asked our County Attorney, John Thomas on what flexibility we have in following the Oregon Revised Statutes. He informed me that we have to follow them to the letter. The staff that I worked with was Kathy Tuneberg, Tax Collector and Randy Walruff, the new County Assessor. We reviewed the history of your account and the Courts order regarding your account and based on the order and the Statutes we have followed what is allowable. I know this will not help you but I have asked Randy and Kathy to take this issue to the Association of Oregon Counties and propose a fix to allow more flexibility. This will not be able to happen until the 2007 legislative session. Sorry again for the problem. Let me know if you need anything else.

Dave Boyer  
 Director, County Management/CFO  
 501 SE Hawthorne Blvd Suite 531  
 Portland, OR 97214  
 (503) 988-3903  
 e-mail [dave.a.boyer@co.multnomah.or.us](mailto:dave.a.boyer@co.multnomah.or.us)

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

**From:** Jim Worlein @ mindspring.com [mailto:[jworlein@mindspring.com](mailto:jworlein@mindspring.com)]  
**Sent:** Friday, December 30, 2005 1:51 PM  
**To:** BOYER Dave A  
**Subject:** Fw: Property Tax ADD

"Staff" and "county attorney" are rather vague. I would like the names of the people you spoke with. I'm sorry, but all the information you provided me doesn't make it sound like an a clerical error, but some people and an agency not doing its job. I realize the court has made this point academic, but I still think my anger and disappointment are valid.

"The statute provides that we do not charge interest for the back years." Sorry if laugh and say, "Don't do me any more favors."

"The law provides for no waiver of the interest in this situation... We are required to place the tax on the roll in the year following the year in which the clerical error is discovered. At that point it is the same as any other levied tax....without the accrual of interest at the interest rate set by statute which is 16% per annum."

Based on what you know, does this seem fair to you? What I am asking is: did you "go to bat for me"? The above would be questions 7 and 8. replies would be sincerely appreciated.

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

**From:** [Jim Worlein @ mindspring.com](mailto:Jim.Worlein@mindspring.com)  
**To:** BOYER Dave A  
**Sent:** Friday, December 30, 2005 11:29 AM  
**Subject:** Re: Property Tax

1/19/06

I was just about to e-mail you.

You have the basic facts correct. I am familiar with all the statutes, etc. that you cite. I was asking if the county could show some compassion to a working taxpayer for a change.

It is too late for an apology. Would have been nice to hear it when the \$7,500 bill was initially delivered.

I sincerely appreciate any effort you made on this issue. I am not surprised by the outcome, however. You spoke with the same people that made the mistake each year for 5 years, are making me pay for the mistake, who never said "sorry," and who never showed ANY inclination to work something out. They are also the same who wrote the laws. What did you expect?

I do have something further to ask of you. Ask the lawyers what are the likely consequences if the county accepted my suggestion. Do they think it fair and reasonable? Ask assessment and taxation if they, in light of my case, have talked with the lawyers about changing the law to allow payment that doesn't penalize the taxpayer. If not, why not? Also ask them if anyone has been held accountable for this error (that I was told affected others, as well, and delayed funds to county coffers) and has it been corrected.

I look forward to hearing the answers to the above six questions. Again, thank you for your time and happy New Year.

Jim Worlein

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

**From:** BOYER Dave A

**To:** jworlein@mindspring.com

**Cc:** TUNEBERG Kathleen A

**Sent:** Thursday, December 29, 2005 12:45 PM

**Subject:** Property Tax

Dear Mr. Worlein

I have reviewed your situation with staff from Assessment and Taxation and have conferred with our County Attorney to see if we have any latitude in State statutes relating to property tax administration. I am sorry to say that there is nothing that I or the County can do to allow you to pay the taxes off over a period of time without the accrual of interest at the interest rate set by statute which is 16% per annum.

First, let me apologize for any clerical error that we may have made. I can assure you that our staff attempts to be accurate in all they do. As to any relief, the State Legislature specifically addressed this issue and we must follow their laws. Let me go over the history to make sure our and your understanding is the same.

History;

The 1998/99 tax statement mailed in the fall of 1998 was for a vacant lot. The Market Value was \$49,400 and the M-50 Assessed value was \$37,540. This bill was correct.

The 1999/00 tax statement mailed in the fall of 1999 was for a partially completed home. The Market Value was \$276,500 (land \$59,000 Imps \$217,500) but the Assessed Value was not adjusted to add the value of the partially completed home. This error then carried forward into the future years until it was corrected.

The 2000/01 tax statement mailed in the fall of 2000 was for a completed home. The Market Value was \$393,650. The Market and Assessed Values were increased for the work done from the previous year. What did not happen was that the appraiser did not notice that the Assessed Value from the previous year did not include a value for the partially completed home. So in effect we only had increased the Assessed Value for half the house.

The error was discovered in 2003 when we were able to do more complex audits using our software system. It is unfortunate these errors occurred.

ORS 311.229 specifically tells the Tax Collector what process "Shall" be followed in the event of a clerical error. The law provides for no waiver of the interest in this situation. The statute provides that we do not charge interest for the back years. We are required to place the tax on the roll in the year following the year in which the clerical error is discovered. At that point it is the same as any other levied tax. If paid in thirds then no interest is charged. If not then it is required to be treated as any other delinquent tax. Neither the Tax Collector nor the Board of County Commissioners has discretion to allow for payment plans without interest or to extend the date when taxes are due.

Attached is the scanned in copy of the Tax Courts' review and decision regarding your property. I have discussed this with the County Attorney and he advises me that the County must follow State law in the administration of property tax collections. Again I am sorry for any inconvenience we may have caused you. Please let me know if I can be of further assistance.

Dave Boyer  
Director, County Management/CFO  
501 SE Hawthorne Blvd Suite 531  
Portland, OR 97214  
(503) 988-3903  
e-mail [dave.a.boyer@co.multnomah.or.us](mailto:dave.a.boyer@co.multnomah.or.us)

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

From: [jworlein@mindspring.com](mailto:jworlein@mindspring.com) [<mailto:jworlein@mindspring.com>]

Sent: Friday, December 09, 2005 11:31 PM

To: BOYER Dave A

Subject: Worlein property tax appeal

Dear Mr. Boyer:

Thanks for taking the time to look into my situation. Deb from the commissioners' office suggested I see you on this matter. I had intended to take it directly to the board since my appeal and attempts to negotiate a payment schedule with Assessment and Taxation had failed. If you recall, I am asking five years with no fees or interest to pay the previously unbilled taxes. I believe this to be a reasonable and fair request, given the circumstances.

I appreciate that you are a busy man. And I have read and appreciate the statute regarding fees and interest for "delinquent" property taxes. These taxes are not delinquent, however; I was not billed in a timely manner. So I ask that you give due consideration to common sense and fairness when investigating and discussing this matter.

Sincerely,  
Jim Worlein  
503-661-3392 << File: JWorlein\_20051216133417.pdf >>

1/19/06

Dave Boyer  
Director, County Management/CFO  
501 SE Hawthorne Blvd Suite 531  
Portland, OR 97214  
(503) 988-3903  
e-mail [dave.a.boyer@co.multnomah.or.us](mailto:dave.a.boyer@co.multnomah.or.us)

[jworlein@mindspring.com](mailto:jworlein@mindspring.com)

State researcher

**From:** "THUMMEL Gregg W" <Gregg.W.Thummel@state.or.us>  
**To:** <jworlein@mindspring.com>  
**Sent:** Wednesday, May 04, 2005 10:30 AM  
**Subject:** Clerical Error Assessment

\*\*\*\*\*CONFIDENTIALITY NOTICE\*\*\*\*\*

This email may contain information that is privileged, confidential or otherwise exempt from disclosure under applicable law. If you are not the addressee or it appears from the context or otherwise that you have received this email in error, please advise me immediately by reply email, keep the contents confidential, and immediately delete the message and any attachments from your system.

Mr. Worlein,

I have done some research regarding your question about payment options for a clerical error assessment of property taxes. While there are no statutory provisions that allow for a negotiated settlement of the amount due or for a reduction in the accrual of delinquent interest, it may be helpful for you to have knowledge of the tax collection timeline and procedures.

You did not indicate when you first received your notice regarding the additional assessment due to the clerical error. I will assume you received it sometime after July 1, 2004. If you received it before that date then everything backs up one year.

Assuming you received the notice in the 2004-05 tax year, the county can not bill you for the additional tax until the 2005-06 tax year. The tax would be included on your tax statement in October, 2005 and an initial payment of 1/3 of the tax is required to be by November 15, 2005 to forestall the accrual of delinquent interest. This gives you from the time you received the original notice until November 15th to make payments and reduce the balance, interest free. You would then have until February 15, 2006 to pay the next 1/3 of the tax to continue to forestall the any interest. The final 1/3 could be paid anytime before May 15, 2006 without accruing interest.

If you are unable to meet the payment due dates outlined above, then interest begins to accrue at the rate of one and one third percent per month or fraction of a month until paid. This equates to an annual percentage rate of 16%. For the next three years no other fees, penalties or actions (except perhaps for periodic billings) will be taken in regard to collection of the tax. Thus you would have until November 15, 2008 to pay off the additional tax, plus interest. Or if you paid 1/3 of the tax by November 15, 2005 then you would have until February 15, 2009 to pay the remainder plus interest. Similarly if you had paid 2/3 of the tax by February 15, 2006 you would have until May 15, 2009 to pay the remainder plus interest. If you had not paid off the additional tax by that date then your property would be placed in foreclosure. Even after the property is placed in foreclosure you would have two more years to pay off the amount and get your property out of foreclosure. However then there would be additional penalties and fees, and you would be required to satisfy the bill with one lump sum payment rather than periodic installments.

Some counties have provided guidance to taxpayers as to how much they would have to pay monthly to pay off all of the tax due plus interest by a specific date. While such a "payment plan" does not actually relieve the taxpayer of any of the tax or delinquent interest, nor forestall the progress of the collection timeline, but it does provide for a manageable solution to the problem. You may ask your county assessor if they would go through the calculations for you. Alternatively you may just start making monthly payments as you can afford them and determine if you are making sufficient progress on the tax due. Note that after the interest starts to accrue, any payment you make will be applied to interest first until it is paid up to date and then will be applied to the initial tax due.

I sympathize with your situation. It seems unfair to be forced to come up with a large unexpected payment when you believed you had paid all the taxes due. However the Legislature only provided for the relief described above. This recognizes that you received, albeit unknowingly, a benefit of lower taxes for the last five years. They are willing to allow you that benefit interest free as long as you pay off the additional tax as explained above.

I hope this information is useful. Please let me know if you have any more questions or concerns.

1/19/06

Gregg Thummel, Conference Officer  
Oregon Department of Revenue  
Property Tax Division  
(503) 945-8371

jworlein@mindspring.com*blunt, unsympathetic Kilmartin response*

**From:** "KILMARTIN Patrice M" <patrice.m.kilmartin@co.multnomah.or.us>  
**To:** "Jim Worlein @ mindspring.com" <jworlein@mindspring.com>  
**Sent:** Monday, October 18, 2004 9:43 AM  
**Subject:** RE: What next: lost appeal, Acct #R185082

Mr. Worlein -

To rephrase paragraph 3, if you pay \$4,073.35 by November 15, '04 you will not be charged interest (you will receive no discount either). You will then pay \$3,973.80 on February 15, '05 and be charged no interest, and the same for May 16, '05. As any of those installments becomes past due, 1 1/3% interest will be charged on **that installment** the day after it was due and each month thereafter.

If you pay \$7,888.20 by November 15, '04 you will get a 2% discount and your next payment isn't due until May 15. See the details below:

Third	Date Due	Levied Tax	Tax Due	Discount	Third Due	Balance Due
12.	Current Taxes for bill 2004.247330, Levied tax of 11,921.41					
	3/3	3,973.80	3,973.80	<198.69>	3,775.11	11,663.31
	2/3	3,973.80	3,973.80	<158.95>	3,814.85	7,888.20
	1/3 due Nov 15	3,973.81	3,973.81		3,973.81	4,073.35
	Total Due:	11,921.41	<357.64>		11,563.77	
		Tax Due	Interest	Annual Due	Balance Due	
11.	2003.245719 0	2,370.04	92.17	7.37	99.54	99.54

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

**From:** Jim Worlein @ mindspring.com [mailto:jworlein@mindspring.com]  
**Sent:** Friday, October 15, 2004 5:20 AM  
**To:** KILMARTIN Patrice M  
**Subject:** Re: What next: lost appeal, Acct #R185082

Ms. Kilmartin:

Thanks for the reply. I have been gone the past couple of days.

My first reaction as U read your explanation was negative and emotional: I mean, wow, that statute really is stacked against the victim. And 16%! That's a real eye-opener/jaw-dropper.

But I'm sure I'll cool off as time goes by. Hopefully.

Suffice to say I'll have to look into borrowing money. However, given time, I can probably come up with cash.

Please re-phrase your paragraph 3; I don't understand. I will need compare costs of waiting for, say, a year to pay cash in full versus a loan.

I may try and call you from work today.

Jim Worlein

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

**From:** KILMARTIN Patrice M  
**To:** jworlein@mindspring.com  
**Cc:** KELSAY Douglas M ; FRAHLER Patricia A  
**Sent:** Tuesday, October 12, 2004 10:26 AM  
**Subject:** RE: What next: lost appeal, Acct #R185082

Mr.. Worlein - You've requested "real" options for paying the large omitted tax due to be billed you this month. All taxpayers are granted by law the same options for paying property taxes regardless of

1/19/06

circumstances, except that "Additional taxes arising from a correction under ORS 311.205 may be paid to the tax collector prior to the completion of the next general property tax roll" (ORS 311.206 (4)). This means you have had the opportunity to make advance payments since January 2004.

I will assume you have already considered refinancing your property or obtaining a mortgage line of credit using your equity to pay the tax in full by November 15. This would allow you to receive the 3% discount, which amounts to \$259.33. The interest charge on such financing will likely be much less than the 16% statutory rate charged on past due taxes.

If this is not an option you can exercise, you are permitted to pay any amount at any time to the Tax Collector. Interest will accrue at the rate of 1 1/3% per month on each trimester amount as it becomes past due - on November 16, '04, February 16,, '05 and May 17, '05. On May 17, 2005 the balance remaining due will become delinquent and interest will accrue on the full unpaid tax amount.

Barring action that may be taken by a secured interest such as a mortgage company or bank, payments may continue to be made for about 3 years before the property becomes subject to foreclosure. Additional tax will be levied each October of course. These amounts along with interest need to be factored into forecasted payment amounts if your goal is to become current. If the 2004/2005 tax debt is not paid in full by August 2008, foreclosure will occur. A two year redemption period begins which allows you until approximately September 2010 to redeem your property.

As you can see, you may have an extended period of time to work this all out, depending on whether you have secured any debt with the property.

Should you wish to discuss this further you may call me at 503)988-3345 x22708.

Respectfully,

***Patrice Kilmartin***

Personal Property Tax Collector

**BOGSTAD Deborah L**

**From:** KILMARTIN Patrice M  
**Sent:** Thursday, January 19, 2006 3:09 PM  
**To:** BOGSTAD Deborah L  
**Subject:** FW: What next: lost appeal, Acct #R185082

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

**From:** KILMARTIN Patrice M  
**Sent:** Monday, October 18, 2004 10:43 AM  
**To:** 'Jim Worlein @ mindspring.com'  
**Subject:** RE: What next: lost appeal, Acct #R185082

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**Sent:** Tuesday, October 12, 2004 10:26 AM  
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Should you wish to discuss this further you may call me at 503)988-3345 x22708.

Respectfully,

***Patrice Kilmartin***

Personal Property Tax Collector

**BOGSTAD Deborah L**

---

**From:** TUNEBERG Kathleen A  
**Sent:** Thursday, January 05, 2006 2:45 PM  
**To:** BOGSTAD Deborah L  
**Subject:** FW: Property Tax

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

**From:** BOYER Dave A  
**Sent:** Tuesday, January 03, 2006 10:36 AM  
**To:** #ALL CHAIR'S OFFICE; #ALL DISTRICT 1; #ALL DISTRICT 2; #ALL DISTRICT 3; #ALL DISTRICT 4  
**Cc:** SOWLE Agnes; THOMAS John S; TUNEBERG Kathleen A; WALRUFF Randy P; #ALL PAO STAFF  
**Subject:** FW: Property Tax

This is to give you a heads up that this taxpayer may contact you and will probably make an appeal to the Board. Mr. Worlein appealed this to the Oregon Tax Court. The Tax Court affirmed that the County has followed the statutes as it related to this issue. This was a clerical error made by the County and we corrected it accordance with State Statutes as soon as we discovered the error. Kathy Tuneberg, Randy Walruff or I would be happy to meet with you if you would like. Thanks

Dave Boyer  
Director, County Management/CFO  
501 SE Hawthorne Blvd Suite 531  
Portland, OR 97214  
(503) 988-3903  
e-mail [dave.a.boyer@co.multnomah.or.us](mailto:dave.a.boyer@co.multnomah.or.us)

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

**From:** BOYER Dave A  
**Sent:** Thursday, December 29, 2005 12:45 PM  
**To:** 'jworlein@mindspring.com'  
**Cc:** TUNEBERG Kathleen A  
**Subject:** Property Tax

Dear Mr. Worlein

I have reviewed your situation with staff from Assessment and Taxation and have conferred with our County Attorney to see if we have any latitude in State statutes relating to property tax administration. I am sorry to say that there is nothing that I or the County can do to allow you to pay the taxes off over a period of time without the accrual of interest at the interest rate set by statute which is 16% per annum.

First, let me apologize for any clerical error that we may have made. I can assure you that our staff attempts to be accurate in all they do. As to any relief, the State Legislature specifically addressed this issue and we must follow their laws. Let me go over the history to make sure our and your understanding is the same.

History;

The 1998/99 tax statement mailed in the fall of 1998 was for a vacant lot. The Market Value was \$49,400 and the M-50 Assessed value was \$37,540. This bill was correct.

The 1999/00 tax statement mailed in the fall of 1999 was for a partially completed home. The

1/5/2006

Market Value was \$276,500 (land \$59,000 Imps \$217,500) but the Assessed Value was not adjusted to add the value of the partially completed home. This error then carried forward into the future years until it was corrected.

The 2000/01 tax statement mailed in the fall of 2000 was for a completed home. The Market Value was \$393,650. The Market and Assessed Values were increased for the work done from the previous year. What did not happen was that the appraiser did not notice that the Assessed Value from the previous year did not include a value for the partially completed home. So in effect we only had increased the Assessed Value for half the house.

The error was discovered in 2003 when we were able to do more complex audits using our software system. It is unfortunate these errors occurred.

ORS 311.229 specifically tells the Tax Collector what process "Shall" be followed in the event of a clerical error. The law provides for no waiver of the interest in this situation. The statute provides that we do not charge interest for the back years. We are required to place the tax on the roll in the year following the year in which the clerical error is discovered. At that point it is the same as any other levied tax. If paid in thirds then no interest is charged. If not then it is required to be treated as any other delinquent tax. Neither the Tax Collector nor the Board of County Commissioners has discretion to allow for payment plans without interest or to extend the date when taxes are due.

Attached is the scanned in copy of the Tax Courts' review and decision regarding your property. I have discussed this with the County Attorney and he advises me that the County must follow State law in the administration of property tax collections. Again I am sorry for any inconvenience we may have caused you. Please let me know if I can be of further assistance.

Dave Boyer  
Director, County Management/CFO  
501 SE Hawthorne Blvd Suite 531  
Portland, OR 97214  
(503) 988-3903  
e-mail [dave.a.boyer@co.multnomah.or.us](mailto:dave.a.boyer@co.multnomah.or.us)

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

From: [jworlein@mindspring.com](mailto:jworlein@mindspring.com) [<mailto:jworlein@mindspring.com>]  
Sent: Friday, December 09, 2005 11:31 PM  
To: BOYER Dave A  
Subject: Worlein property tax appeal

Dear Mr. Boyer:

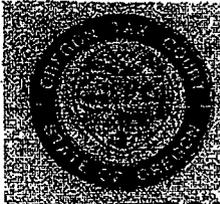
Thanks for taking the time to look into my situation. Deb from the commissioners' office suggested I see you on this matter. I had intended to take it directly to the board since my appeal and attempts to negotiate a payment schedule with Assessment and Taxation had failed. If you recall, I am asking five years with no fees or interest to pay the previously unbilled taxes. I believe this to be a reasonable and fair request, given the circumstances.

I appreciate that you are a busy man. And I have read and appreciate the statute regarding fees and interest for "delinquent" property taxes. These taxes are not delinquent, however; I was not billed in a timely manner. So I ask that you give due consideration to common sense and fairness when investigating and discussing this matter.

Sincerely,  
Jim Worlein  
503-661-3392 << File: JWorlein\_20051216133417.pdf >>

1/5/2006

Dave Boyer  
Director, County Management/CFO  
501 SE Hawthorne Blvd Suite 531  
Portland, OR 97214  
(503) 988-3903  
e-mail [dave.a.boyer@co.multnomah.or.us](mailto:dave.a.boyer@co.multnomah.or.us)



**MAGISTRATE DIVISION  
OREGON TAX COURT**

✓ *ame*  
DEN-12/20/04

Presiding Magistrate: Jill A. Tanner

Magistrates:

Jeffrey S. Mattson  
Daniel K. Robinson  
Scot A. Sideras  
Coyreen R. Weidner

**RECEIVED**  
MULTNOMAH COUNTY

DEC 22 2004

December 20, 2004

DIRECTOR, DIVISION OF  
ASSESSMENT & TAXATION

Kirkland T Roberts  
Attorney at Law  
6501 SW Macadam Avenue  
Portland OR 97201

Multnomah County Assessor  
The Multnomah Building  
Attn Lezlee Haynes/Doug Kelsay  
501 SE Hawthorne Blvd Ste 200  
Portland OR 97214

Re: James W. Worlein and Shelley E. Buhler v. Multnomah County Assessor  
TC-MD 040271A

Dear Parties:

Enclosed is a copy of the Judgment signed by Magistrate Scot A. Sideras on December 20, 2004. The case has now been closed.

If you have any questions, please call the court at (503) 986-5650. Thank you for your attention to this matter.

Enclosure



RECEIVED  
MULTNOMAH COUNTY

SEP 28 2004

DIRECTOR, DIVISION OF  
ASSESSMENT & TAXATION

*not in pending*

IN THE OREGON TAX COURT  
MAGISTRATE DIVISION  
Property Tax.

PMK ✓  
FILED  
MAGISTRATE DIVISION  
OREGON TAX COURT

04 SEP 27 AM 10:48

JAMES W. WORLEIN )  
and SHELLEY E. BUHLER, )

Plaintiffs, )

v. )

MULTNOMAH COUNTY ASSESSOR, )

Defendant. )

TC-MD 040271A

ENTERED

SEP 27 2004

MAGISTRATE DIV.

DECISION

Plaintiffs appealed a correction to the roll, for the 1999-2000 through 2003-04 tax years, as to their home, identified by Account R185082. Plaintiff's counsel was Kirkland T. Roberts. Defendant appeared through Doug Kelsay, of its staff.

I. STATEMENT OF FACTS

For the periods at issue, Defendant's assessment and tax roll contained the following information:

	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>
Market Value:					
Land	\$ 59,000	\$ 77,700	\$ 77,700	\$ 77,700	\$ 82,500
Improvement	<u>\$217,500</u>	<u>\$315,950</u>	<u>\$309,830</u>	<u>\$318,160</u>	<u>\$287,800</u>
Total	\$276,500	\$393,650	\$387,530	\$395,860	\$370,300
Assessed Value:	\$ 38,660	\$124,290	\$128,010	\$131,850	\$135,800

Defendant issued tax statements for the disputed periods containing that information and calculated a tax due on the basis of each year's assessed value. Plaintiffs paid the sums demanded.

Defendant subsequently decided that the tax roll and tax statements for each of those years was in error. The error was not in the determination of the property's market value. The

///

error was in the assignment of an assessed value. Defendant seeks the following correction to the tax rolls:

	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>
Assessed Value	\$123,380.00	\$211,560.00	\$217,900.00	\$224,430.00	\$231,160.00
Additional Tax	\$ 1,415.93	\$ 1,431.41	\$ 1,595.25	\$ 1,627.20	\$ 1,664.30

Plaintiffs do not dispute that the assessed value originally set for their property was in error, or that the corrected amounts were the proper values. The only issue in this appeal is whether Defendant is able, despite its mistake, to now collect the taxes that otherwise ought to have been imposed on Plaintiffs.

## II. ANALYSIS

The relevant statute is ORS 311.205.<sup>1</sup> That law groups errors or omissions on the tax roll into three groups. The first is clerical errors. A clerical error is an error on the roll that arises from an error in the ad valorem tax records of the assessor that, had it been discovered by the assessor prior to the certification of the assessment and tax roll, would have been corrected as a matter of course. The information necessary to make the correction is contained in the records. ORS 311.205(1)(a). The second category of error that might occur on the tax roll is an error in valuation judgment. ORS 311.205(1)(b). The third, is any other error or omission of any kind. *Id.*

The categorization of errors is important due to the consequences. The only error in which the correction does not require the property owner to pay additional tax is an error in value judgment. Clerical errors, as well as any other error or omission of any kind, result in taxpayers being forced to pay additional tax.

What type of error occurred in this appeal? The key fact is that Defendant's error was not

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<sup>1</sup> All references to the Oregon Revised Statutes (ORS) are to 2003.

in the assignment of real market values to the property. Defendant's mistake was limited to the assignment of assessed values. Assessed values are assigned to the property in a very mechanical process. Defendant looks to the property's maximum assessed value, compares it to the property's real market value, and assigns the lesser of the two as the assessed value.

ORS 308.146(2)(a)(b). Maximum assessed value is also very simply determined. It is set, for new property, by multiplying the value of new improvements or property by a ratio of average assessed value over average real market value, and for subsequent tax years, by setting it at 103 percent of the prior year's assessed value.

Defendant's error was not the sort of mistake that occurs when an appraiser analyzes the elements of a property that add or detract from its value. Instead, Defendant's error occurred when the results of its appraisal were processed according to the steps that tax the property not at its real market value, but at a lower assessed value. In order to correct the mistake, Defendant did not need to re-appraise the property. Instead, it was the type of error which, had it been discovered by Defendant prior to the certification of the roll, would have been corrected as a matter of course and where all the information necessary to make the correction was in Defendant's records. That statement is consistent with the statutory definition of a clerical error. ORS 311.205(1)(a). The conclusion that mistakes that occur as real market value and maximum assessed value are processed to set assessed value are the type of errors in which the correction results in additional tax being sought from a taxpayer is consistent with a line of previous cases decided by this court. *See, e.g. Elwess v. Deschutes County*, TC-MD 020066C (Oct. 20, 2002).

Plaintiffs' most sincere argument is not related to the construction of the statute.

Plaintiffs reason that they paid the taxes demanded of them at the time when those amounts were due and did not know they were paying less than the sums they should have. Now, half a decade later, they face genuine hardship in order to rectify the mistake made by their government. That

is an important point.

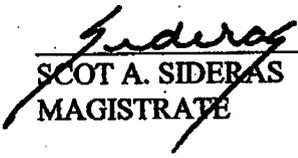
However, as to that point, the legislature has spoken. The most relief the legislature has chosen to extend has been to permit under certain circumstances, the payment of the additional tax without interest. ORS 311.208(2)(2000). The court cannot say that this choice is unconstitutional. Any sympathy the court has with Plaintiffs does not allow it to fashion a remedy.

### III. CONCLUSION

Now, therefore,

IT IS THE DECISION OF THIS COURT that this appeal is denied.

Dated this 27<sup>th</sup> day of Spetember 2004.

  
\_\_\_\_\_  
SCOT A. SIDERAS  
MAGISTRATE

**IF YOU WANT TO APPEAL THIS DECISION, FILE A COMPLAINT IN THE REGULAR DIVISION OF THE OREGON TAX COURT, BY MAILING TO: 1163 STATE STREET, SALEM, OR 97301-2563; OR BY HAND DELIVERY TO: FOURTH FLOOR, 1241 STATE STREET, SALEM, OR. YOUR COMPLAINT MUST BE SUBMITTED WITHIN 60 DAYS AFTER THE DATE OF THE DECISION OR THIS DECISION BECOMES FINAL AND CANNOT BE CHANGED.**



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

**Board Clerk Use Only**

**Meeting Date:** 01/19/06  
**Agenda Item #:** R-1  
**Est. Start Time:** 9:30 AM  
**Date Submitted:** 11/22/05

**BUDGET MODIFICATION:** -

**Agenda Title:** **Briefing on the Completion of Moving off of the Mainframe and Implementation of eSWIS [Electronic Sheriff's Warrant and Information System] (Rescheduled from December 1, 2005)**

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

<b>Date Requested:</b> <u>January 19, 2006</u>	<b>Time Requested:</b> <u>20 to 30 minutes</u>
<b>Department:</b> <u>Sheriff's Office</u>	<b>Division:</b> <u>Executive and Business Services</u>
<b>Contact(s):</b> <u>Christine Kirk</u>	
<b>Phone:</b> <u>503.988.4301</u> <b>Ext.</b> <u>84301</u> <b>I/O Address:</b> <u>503/350</u>	
<b>Presenter(s):</b> <u>Dave Boyer, CFO; Becky Porter, CIO; and Larry Aab, Joyce Griffin, and Andy Potter from MCSO</u>	

**General Information**

**1. What action are you requesting from the Board?**

We are requesting that the Board join in the celebration of successfully moving off of the mainframe. eSWIS, the last remaining program on the mainframe, went live on November 15, 2005. This briefing will provide an overview by CFO Boyer and CIO Porter of the County-wide effort to get off the mainframe. MCSO and County IT staff will address the collaborative process used to implement eSWIS as well as show off the benefits of the new technology. [eSWIS is the modern version of the Sheriff's Warrant and Information System.]

This briefing is being brought forward as an update on operations and policy issues in the Sheriff's Office. The Sheriff's Office is proud of its partnership with County IT and the end product. eSWIS will allow for better tracking of offenders as they move through the Corrections System, better reporting, increased usability and opportunities for MCSO to serve other agencies with needed information for their business operations. As the totality of the efforts and the goals achieved are County-wide, MCSO is honored to partner with County IT and Finance to brief the Board. While

eSWIS represents the last effort, it is the last in a long line of County projects that worked to get off of the mainframe.

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

CFO Boyer and CIO Porter will share the overall goal of getting off the mainframe, the savings that have come from that and the business benefits to the County. The process to get of the mainframe was started more than 4 years ago in order for the County to save 1 million a year in liscensing and maintenance costs. The movement of SWIS off the mainframe allows the final \$375,000 savings to be achieved.

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

See above.

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

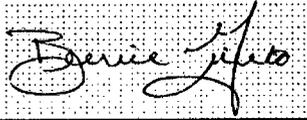
**5. Explain any citizen and/or other government participation that has or will take place.**

---

**Required Signatures**

---

**Department/  
Agency Director:**



**Date:** 11/22/05

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

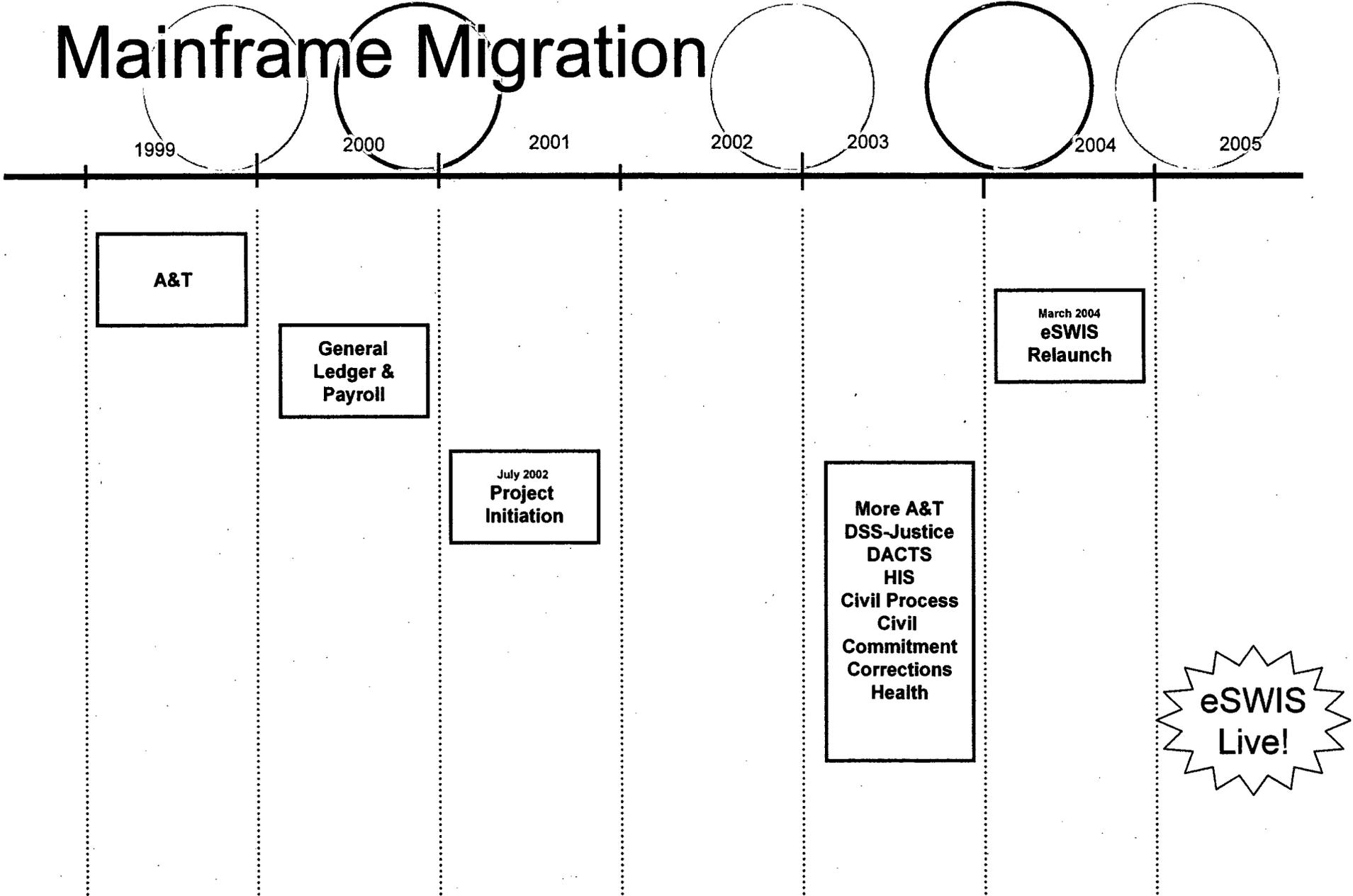
**Getting off the Mainframe:  
The Last Task – Implementation of  
eSWIS**

**Presentation to the Board of County  
Commissioners on December 1, 2005  
County IT, Finance, and Sheriff's Office**

# The Signs Of Success

- **Completing the Goal – Getting off the Mainframe:** Dave Boyer, CFO and Becky Porter, CIO
  - Better ability to manage for the future
  - Hard Work by All
  - Savings for the Taxpayer

# Mainframe Migration



# IT Hardware, Software & Maintenance Costs

<b>FY</b>	<b>00-01</b>	<b>01-02</b>	<b>02-03</b>	<b>03-04</b>	<b>04-05</b>	<b>05-06 est.</b>	<b>06-07 est.</b>
Mainframe			535,719	522,177	576,614	345,348	0
Other Operations	2,334,494	2,511,099	1,312,093	1,575,709	1,578,025	1,623,255	1,879,335
<b>TOTAL Operations</b>	<b>2,334,494</b>	<b>2,511,099</b>	<b>1,847,812</b>	<b>2,097,886</b>	<b>2,154,639</b>	<b>1,968,603</b>	<b>1,879,335</b>

\*Mainframe costs tracked in total operations before FY02-03

# Other changes from 2001-2005

- **Storage demand and capacity**
  - 66X increase since 2001
- **Major applications deployed**
  - SPIN, ILS, EMR
- **Enhanced data backup and recovery**
  - Reduced system downtime
- **Improved Security**
  - Intrusion detection
  - HIPAA compliance
    - Monitoring and encryption
- **Enhanced desktop management**
  - Software delivery, asset management, Remote Control
- **Consolidated department data centers**
  - McCoy, Commonwealth and Portland Building assets added

# Better manage the future

- Scalability

- Manage asset capacity to changing business needs

- Cost Reduction

- hardware, software and maintenance costs

- Architecture Flexibility

- web-based solutions

- open systems

- reporting needs

- Extensibility to external partners

# The Last Task - Getting off the Mainframe

eSWIS

- Scope of this last phase of getting off the Mainframe is more than eSWIS.
- The “completion of eSWIS” refers to a package of items that had to be completed.
- This aspect of the project started in March of 2004, 18 months ago.

# Together we are Stronger

- The Partnership and the Process: Larry Aab, MCSO Business Services Director and Becky Porter, CIO

*The opportunity to rebuild and rethink between two County departments made a model for future system development. It was the business plan, governance structure and sharing of skills with one another that makes this project a model for future efforts.*

# The Reasons for Success

- An outside assessment, review and assistance – MTG
- Clear, organized governing structure which included a Steering Committee that used a collaborative decision making model.
- Strong Project Management.

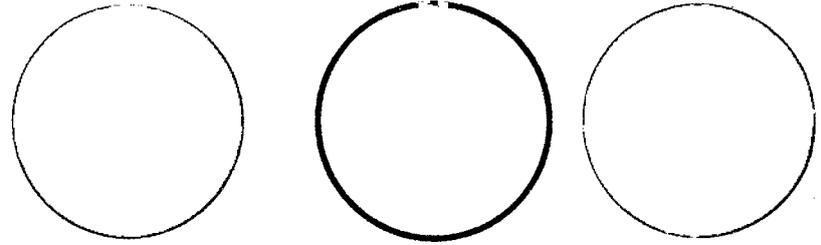
# More Reasons for Success

- Co-location of developers and operations.
- User involvement in the development.
- Contract programmers with needed skills partnered with County staff allowing for a transfer of knowledge.
- Sharing of skills and technical knowledge across County department/agencies.

# And the Bottom Line

- Cost containment
- Completed under budget – Estimated 5-6% under budget.
- Completed in time to turn off the mainframe.

**We are not a Island**

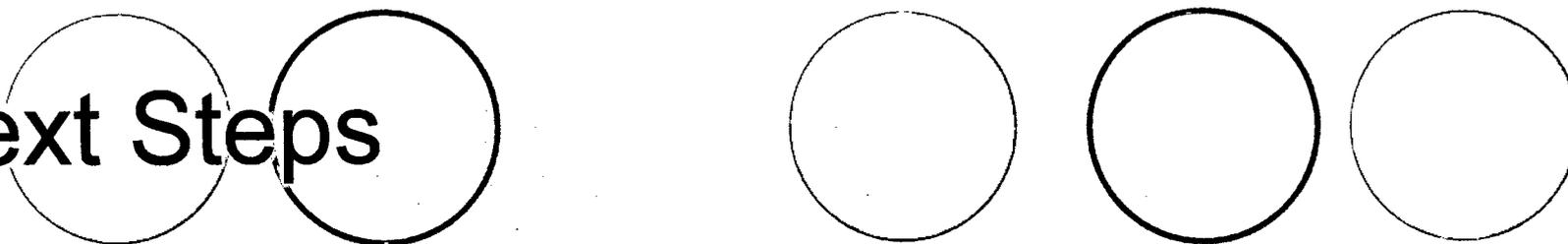


- Partnership agreements with external users.
- Customization of system to assure external users get what they need according to business needs, but not compromising data.

# The Product

- The new technology allows for an improved product.
- Better management in processing offenders through the system.
- Increased potential for systems to “speak” to one another limiting duplicate data entry.
- This technology will allow MCSO to be a better partner within the criminal justice system.

# Next Steps



- Respond to needs of users as they transition to the new system.
- Begin to assess the pent up demand for changes to the system (for the entire period of development change requests were frozen to allow a stable transition platform).
- Move Steering Committee to an ongoing eSWIS management group.
- Work to make systems “talk” to one another.

# Time for Show and Tell

- SWIS vs. eSWIS the Differences and the Benefits: Andy Potter, IT Manager for MCSO and Joyce Griffin, Records Manger for MCSO



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-2 DATE 01.19.06  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 01/19/06  
Agenda Item #: R-2  
Est. Start Time: 9:50 AM  
Date Submitted: 01/10/06

**BUDGET MODIFICATION: DA - 02**

**Agenda Title: Budget Modification DA-02 Appropriating \$41,764 Additional Edward Bryne Memorial Justice Assistance Grant Revenue to the District Attorney's Office Budget**

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

<b>Date Requested:</b> <u>January 19, 2006</u>	<b>Time Requested:</b> <u>5 mins</u>
<b>Department:</b> <u>District Attorney's Office</u>	<b>Division:</b> _____
<b>Contact(s):</b> <u>Scott Marcy</u>	
<b>Phone:</b> <u>503-988-3863</u> <b>Ext.</b> <u>83863</u> <b>I/O Address:</b> <u>101/600</u>	
<b>Presenter(s):</b> <u>Scott Marcy</u>	

## General Information

**1. What action are you requesting from the Board?**

Budget modification DA-02 requests appropriation of additional JAG revenue that has been awarded to the District Attorney's Office as a pass-through from the City of Portland Police Bureau in an Inter-governmental agreement dated November 27, 2005. The action also creates a .5 Deputy DA 2 position.

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

The Justice Assistance Grant replaces the Local Law Enforcement Block Grant with the current grant applied for and administered by the City of Portland. The department of Community Justice administers the County portion of this grant. Under an Inter-governmental agreement signed by the Chair on November 27, 2005 the County will receive \$414,777 with the District Attorney's Office receiving \$135,118. Because of the timing and uncertain funding level for this grant, the District Attorney's Office budgeted only a portion (\$93,353 and 1 FTE Deputy District Attorney 2) during the regular budget process. This modification of the budget will recognize the additional \$41,764

and add a .5 Deputy DA 2 position.

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

The budget modification will add \$41,764 to the District Attorney's fed/state funds.

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

There are no legal or policy issues involved.

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

The revenue is a pass-thru from the City of Portland who applied for and will administer the JAG grant funding. The Department of Community Justice is administering the County portion of the grant.

# 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 County's fed/state fund will be increased by \$41,764 because not all of the Justice Assistance Grant revenue was budgeted during the regular budget process.
- What budgets are increased/decreased?  
The District Attorney's Office budget Trial Unit A program offer will be increased by \$41,764.
- What do the changes accomplish?  
The change will create an additional .5 Deputy DA 2 level position that will concentrate on prosecution of property crimes such as Identity theft that have a methamphetamine component.
- Do any personnel actions result from this budget modification? Explain.  
The budget modification will add a .5 Deputy DA 2 level position that was not included in the normal budget process.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
This grant does not pay for county indirect, central finance or human resource overhead costs.
- 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?  
This grant is applied for and awarded on an annual basis. This is a long established funding stream that can fluctuate as to the amount available for grant awards. If this grant no longer exists there is no plan for the positions funded by this grant to continue.
- If a grant, what period does the grant cover?  
The grant period runs from October 1, 2004 through September 30, 2008.
- If a grant, when the grant expires, what are funding plans?  
The JAG grant replaces the long term Local Law Enforcement Block grant program and is anticipated to continue indefinitely.

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

## Grant Application/Notice of Intent

If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- Who is the granting agency?  
The granting agency is the Bureau of Justice Assistance.
- Specify grant (matching, reporting and other) requirements and goals.  
There are no match requirements for this grant. The grant requires quarterly fiscal reporting to the granting agency.

- Explain grant funding detail – is this a one time only or long term commitment?  
The Justice Assistance Grant (JAG) replaces and combines the old Local Law Enforcement Block Grant and Byrne Memorial grants. These funds are allocated annually by Congress although the funding level may vary.
- What are the estimated filing timelines?  
Filing for this grant usually takes place in June or July of each year.
- If a grant, what period does the grant cover?  
October 1, 2004 through September 30, 2008.
- When the grant expires, what are funding plans?  
The City of Portland will continue to apply for available funding.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
This grant does not pay county indirect, central finance or human resources costs.

**ATTACHMENT B**

**BUDGET MODIFICATION: DA - 02**

**Required Signatures**

**Department/  
Agency Director:**

*Michel Schoeur*

**Date:** 01/04/06

**Budget Analyst:**

*CE*

**Date:** 01/10/06

**Department HR:**

*Bj Pettit*

**Date:** 01/04/06

**Countywide HR:**

**Date:**

Budget Modification ID: **DA-02**

### EXPENDITURES & REVENUES

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

Budget/Fiscal Year: 2006

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	15-20	21042	50			DA LLEBG	60000	61,893	89,583	27,690		
2	15-20	21042	50			DA LLEBG	60130	18,921	27,747	8,826		
3	15-20	21042	50			DA LLEBG	60140	12,540	17,788	5,248		
4	15-20	21042	50			DA LLEBG	50170	(93,354)	(135,118)	(41,764)		
5	72-10	3500	0020		705210		50316		(5,248)	(5,248)		
6	72-10	3500	0020		705210		60330		5,248	5,248		
7									0			
8									0			
9									0			
10									0			
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27									0			
28									0			
29									0			
										0	0	Total - Page 1
										0	0	GRAND TOTAL

**ANNUALIZED PERSONNEL CHANGE**

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

						ANNUALIZED			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
21042	6252	62128	Deputy District Attorney 2		0.50	27,690	8,826	5,248	41,764
									0
									0
									0
									0
									0
									0
									0
									0
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									0
<b>TOTAL ANNUALIZED CHANGES</b>					<b>0.50</b>	<b>27,690</b>	<b>8,826</b>	<b>5,248</b>	<b>41,764</b>

**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
21042	6252	62128	Deputy District Attorney 2		0.50	27,690	8,826	5,248	41,764
									0
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<b>TOTAL CURRENT FY CHANGES</b>					<b>0.50</b>	<b>27,690</b>	<b>8,826</b>	<b>5,248</b>	<b>41,764</b>



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-3 DATE 01.19.06  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 01/19/06  
Agenda Item #: R-3  
Est. Start Time: 9:53 AM  
Date Submitted: 01/03/06

### BUDGET MODIFICATION: HD - 19

**Budget Modification HD-19 Appropriating \$333,902 from the Health Resources and Service Administration Grant to Remodel and Renovate**  
**Agenda Title: Westside, HIV and Mid County Health Clinics**

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

<b>Date Requested:</b> <u>January 19, 2006</u>	<b>Time Requested:</b> <u>3 mins</u>
<b>Department:</b> <u>Health Dept.</u>	<b>Division:</b> <u>Integrated Clinical Services</u>
<b>Contact(s):</b> <u>Angela Burdine, Budget Manager</u>	
<b>Phone:</b> <u>503 988-3663</u> <b>Ext.</b> <u>26457</u>	<b>I/O Address:</b> <u>167/210</u>
<b>Presenter(s):</b> <u>Kim Tierney, Westside Clinic Manager</u>	

### General Information

**1. What action are you requesting from the Board?**

Request approval of appropriation of \$333,902 in additional funding from a grant from Health Resources & Services Administration for the Health Department to remodel & renovate the Westside, HIV and Mid County Clinics. Improvements will increase access and safety to clients.

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

The Health Department was approved for a grant from HRSA to establish capital improvements, which will enhance patient flow at Multnomah County's Westside Health Center, HIV Health Services Center, and the Mid-County Health Center. Key improvements include additional waiting room space, additional exam rooms at the three clinics, new paint and flooring. Projected costs were developed by Multnomah County Department of Facilities and Building Management.

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

Increase the Health Department's Capital Improvement Budget by \$333,902 for current fiscal year.

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

None

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

None

# 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?  
Health Departments fed/state revenue budget will be increased by \$333,902 from HRSA Grant.
- What budgets are increased/decreased?  
The Health Departments, Integrated Clinical Services budget will increase by \$333,902 for capital improvements in FY06
- What do the changes accomplish?  
Provide better access and safety for clients of Westside, HIV and Mid-County Health clinics
- Do any personnel actions result from this budget modification? Explain.  
N/A
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
No indirect on Capital Improvement costs
- Is the revenue one-time-only in nature?  
OTO
- If a grant, what period does the grant cover?
- If a grant, when the grant expires, what are funding plans?

*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: HD - 19**

**Required Signatures**

**Department/  
Agency Director:**

*Lillian Shirley*

**Date:** 12/28/05

**Budget Analyst:**

*Debra*

**Date:** 01/03/06

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

**EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	40-70	32186	0030			4FA38-01-1	50170	0	(111,301)	(111,301)		HRSA ICS Facilities grant
2	40-70	32186	0030			4FA38-01-1	60540	0	111,301	111,301		Construction costs at Westside Health Center
3									0			
4	40-70	32186	0030			4FA38-01-2	50170	0	(111,301)	(111,301)		HRSA ICS Facilities grant
5	40-70	32186	0030			4FA38-01-2	60540	0	111,301	111,301		Construction costs at HIV Health Services Center
6									0			
7	40-70	32186	0030			4FA38-01-3	50170	0	(111,300)	(111,300)		HRSA ICS Facilities grant
8	40-70	32186	0030			4FA38-01-3	60540	0	105,150	105,150		Construction costs at Mid County Health Center
9	40-70	32186	0030			4FA38-01-3	60550	0	6,150	6,150		One Hausmann Powermatic 4460 power exam table
10									0			
11									0			
12									0			
13									0			
14									0			
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									0	0		<b>GRAND TOTAL</b>



**MULTNOMAH COUNTY  
AGENDA PLACEMENT REQUEST**

**Board Clerk Use Only**

Meeting Date: 01/19/06  
 Agenda Item #: R-4  
 Est. Start Time: 9:55 AM  
 Date Submitted: 01/04/06

**BUDGET MODIFICATION:** -

**Agenda Title: RESOLUTION Adopting the 2005-2006 Multnomah County Supplemental Budget and Making Appropriations as Required by ORS 294.480**

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

<b>Date Requested:</b>	<u>January 19, 2006</u>	<b>Time Requested:</b>	<u>10 Minutes</u>
<b>Department:</b>	<u>County Management</u>	<b>Division:</b>	<u>Budget Office</u>
<b>Contact(s):</b>	<u>Dave Boyer</u>		
<b>Phone:</b>	<u>503-988-3903</u>	<b>Ext.:</b>	<u>83903</u>
		<b>I/O Address:</b>	<u>503/531</u>
<b>Presenter(s):</b>	<u>Dave Boyer</u>		

**General Information**

**1. What action are you requesting from the Board?**

The requested action is that the Board adopt the FY 2006 Supplemental budget, make appropriations pursuant to ORS 294.480, and direct the Budget Office to file the necessary documentation with the Tax Supervising & Conservation Commission.

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

Resolution 05-192 directs the Budget Director to submit a supplemental budget for FY 2006 to address unanticipated revenues in the General Fund. A supplemental budget is the vehicle allowed by ORS Chapter 294 for the Board to address changes in financial conditions not anticipated at the time the budget was adopted. In cases where no fund's expenditures are increased by more than ten percent of the adopted budget figure, the law allows the Board to make additional appropriations after advertising a hearing on the supplemental budget. However, since this supplemental budget increases cash transfers between the General Fund and two other funds, and increases expenditures in two funds by

more than 10%, the Board is required to go through the following process:

1. Approve the supplemental budget;
2. Submit the approved supplemental budget to Tax Supervising;
3. Attend a Tax Supervising hearing on the supplemental budget; and
4. Adopt the supplemental budget after Tax Supervising has certified that it is legal.

A notice was published in the Oregonian about the supplemental budget on December 31, 2005.

This FY 2006 supplemental budget recommends several actions to account for about \$21,400,000 in unanticipated General Fund revenues, as follows:

1. Record an additional \$21,400,000 revenue and corresponding expenditures in the General Fund. \$15,900,000 of this amount results from Property Tax, Business Income Tax, and Personal Income Tax revenues that could not have been foreseen at the time the FY 2006 budget was adopted. \$5,500,000 results from Business Income Tax revenues that could not have been foreseen at the time the FY 2006 budget was adopted. This revenue will be recorded as Beginning Working Capital. The supplemental budget is required to recognize the additional revenue.

Expenditures will be recorded as follows:

- a. \$8,000,000 will be transferred from the General Fund to the Willamette River Bridge Fund as an internal loan from the General Fund. This loan will be paid back through dedicated state and local gas tax and motor vehicle registration revenue over a five year period. These funds are needed to complete the construction of the Sauvie Island Bridge. Revenues and expenditures in the Willamette River Bridge Fund will increase by \$8,000,000.
- b. \$6,000,000 will be transferred from the General Fund to the Capital Debt Retirement Fund to reduce the 1998 Certificates of Participation (COP) that funded the Juvenile Justice Complex. This action will reduce debt payments by approximately \$1 million annually until the certificate is retired. Revenues and expenditures in the Capital Debt Retirement Fund will increase by \$6,000,000.

ORS 294.450 requires an affirmative action of the Board to adjust cash transfers after the budget has been adopted. The supplemental budget is required to recognize the additional revenue and to increase appropriations in the Bridge and Debt Retirement Funds.

- c. \$3,500,000 will be set aside in the General Fund and maintained as a Stabilization Reserve against the year-over-year fluctuations in the Business Income Tax.
- d. \$3,500,000 will be set aside in the General Fund and maintained as a County Strategic Investment Reserve, for one-time projects that demonstrate

efficiency gains, productivity improvements, risk reduction, increased convenience for employees and customers, and/or revenue generation improvements in County operations.

- e. Any remainder will be added to the General Fund Contingency Account.

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

Expenditures and revenues will be changed as outlined above in order to keep the County's budget within the bounds of Oregon Budget Law. None of these expenditures is designed to be ongoing. They are all one-time-only transfers that are contemplated within the County's Financial & Budget Policies.

The transfer to the Willamette River Bridge Fund will allow the County to avoid additional costs that would be incurred were we to borrow funds on the open market and, therefore, it offers a least cost option for completing the Sauvie Island Bridge replacement project. The transfer to the Capital Debt Retirement Fund will enable the General Fund to realize approximately \$1 million in annual savings that can be reprogrammed for other uses.

The creation of the Stabilization Reserve within the General Fund will help to offset annual fluctuations in the Business Income Tax (BIT). The County has undergone mid-year budget adjustments in three of the past four years to address revenue shortfalls brought about by the economic downturn and reductions in state funding. This reserve will be available in future years and will help to ensure that County services can continue uninterrupted.

Likewise, the creation of the Strategic Investment Fund within the General Fund will be used to encourage innovation in program development. Innovations could consist of cost reduction measures, program redesign, or development of alternative methods of service delivery to cite a few examples. If successful, programs funded with "seed" money from the Strategic Investment Fund would demonstrate a payback in terms of cost savings or increased revenue to the County.

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

Supplemental budgets for the purposes outlined above are required by ORS Chapter 294, Local Budget Law.

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

The Tax Supervising & Conservation Commission held a public hearing on the supplemental budget on January 12, 2006. Notice of this hearing was published in the Oregonian on December 31, 2005.

**SUPPLEMENTAL BUDGET FY 2006**

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**Required Signatures**

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**Department/  
Agency Director:**

*David A. Boyer*

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**Date:** 01/3/06

**Budget Analyst:**

*Debra*

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**Date:** 01/3/06

**Department HR:**

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**Date:**

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**Countywide HR:**

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**Date:**

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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Adopting the 2005-2006 Multnomah County Supplemental Budget and Making Appropriations as Required by ORS 294.480

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

- a. The Supplemental Budget addresses the following actions to:
  - Record additional beginning working capital and increase appropriations in the General Fund,
  - Record additional cash transfer revenue and increase appropriations in the Willamette River Bridge Fund,
  - Record additional cash transfer revenue and increase appropriations in the Capital Debt Retirement Fund.
- b. The Supplemental Budget is on file in the Office of the Chair of Multnomah County.
- c. The change in the Supplemental Budget includes requirements in the sum of \$21,400,000.
- d. The appropriations authorized are attached to this resolution as Attachment A.
- e. The Tax Supervising and Conservation Commission has certified the budget.

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

1. The FY 2005-06 Supplemental Budget, including Attachment A, is adopted.
2. The attached appropriations are authorized for the fiscal year July 1, 2005 to June 30, 2006.

ADOPTED this 19th day of January 2006.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Agnes Sowle, County Attorney

**ATTACHMENT A**

**APPROPRIATIONS SCHEDULE**

**General Fund (Fund 1000)**

	Cost Element	2005-2006 Adopted Budget	This Action	Revised Budget
<u>Resources</u>				
Beginning Working Capital	50000	26,786,566	15,700,000	42,486,566
All Other Revenues as Adopted		398,984,232	5,700,000	404,684,232
<u>Total Resources</u>		<u>425,770,798</u>	<u>21,400,000</u>	<u>447,170,798</u>
<u>Requirements</u>				
Personnel Services		175,994,240	0	175,994,240
Contractual Services		141,184,266	0	141,184,266
Materials and Services		61,263,916	0	61,263,916
Debt Service		3,323,650	0	3,323,650
Capital Outlay		178,850	0	178,850
<u>Total Expenditures</u>		<u>381,944,922</u>	<u>0</u>	<u>381,944,922</u>
Cash Transfer Expenditure		18,046,571	14,000,000	32,046,571
Contingency		13,649,243	7,400,000	21,049,243
Unappropriated Balance		13,000,000		13,000,000
<u>Total Requirements</u>		<u>426,640,736</u>	<u>21,400,000</u>	<u>448,040,736</u>

**Willamette River Bridge Fund (Fund 1509)**

	Cost Element	2005-2006 Adopted Budget	This Action	Revised Budget
<u>Resources</u>				
Beginning Working Capital	50000	30,763,123	0	30,763,123
Cash Transfer Revenue	50320	5,325,214	8,000,000	13,325,214
All Other Revenues as Adopted		1,410,000	0	1,410,000
<u>Total Resources</u>		<u>37,498,337</u>	<u>8,000,000</u>	<u>45,498,337</u>
<u>Requirements</u>				
Personnel Services		3,969,646	0	3,969,646
Contractual Services		1,117,316	0	1,117,316
Materials and Services		1,075,428	0	1,075,428
Debt Service		0	0	0
Capital Outlay		7,962,622	8,000,000	15,962,622
<u>Total Expenditures</u>		<u>14,125,012</u>	<u>8,000,000</u>	<u>22,125,012</u>
Unappropriated Balance		23,373,325	0	23,373,325
<u>Total Requirements</u>		<u>37,498,337</u>	<u>8,000,000</u>	<u>45,498,337</u>

**ATTACHMENT A (continued)**

**Capital Debt Retirement Fund (Fund 2002)**

	Cost Element	2005-2006 Adopted Budget	This Action	Revised Budget
<u>Resources</u>				
Beginning Working Capital	50000	300,000	0	300,000
Cash Transfer Revenue	50320	1,494,000	6,000,000	7,494,000
All Other Revenues as Adopted		14,602,895	0	14,602,895
<u>Total Resources</u>		<u>16,396,895</u>	<u>6,000,000</u>	<u>22,396,895</u>
<u>Requirements</u>				
Personnel Services		0	0	0
Contractual Services		376,281	0	376,281
Materials and Services		0	0	0
Debt Service		15,073,320	6,000,000	21,073,320
Capital Outlay		0	0	0
<u>Total Expenditures</u>		<u>15,449,601</u>	<u>6,000,000</u>	<u>21,449,601</u>
Contingency		947,294	0	947,294
Unappropriated Balance		0	0	0
<u>Total Requirements</u>		<u>16,396,895</u>	<u>6,000,000</u>	<u>22,396,895</u>

**BOGSTAD Deborah L**

---

**From:** NEBURKA Julie Z  
**Sent:** Thursday, January 19, 2006 8:41 AM  
**To:** BOGSTAD Deborah L; BOYER Dave A  
**Cc:** CAMPBELL Mark; DARGAN Karyne A  
**Subject:** resolution adopting the supplemental budget  
**Importance:** High

Hi Dave & Deb,

The resolution adopting the supplemental budget needs a word change. For item "e" under "findings," the sentence **should** read:

"The Tax Supervising and Conservation Commission **has held a public hearing on** the budget."

If one of you would note this word change during this morning's hearing, I'd appreciate it very much.

Thanks, and let me know if you have any questions,  
Julie

1/19/2006

**IVERSON Dianne D**

**From:** MILES Darcy on behalf of CHAIR Mult  
**Sent:** Thursday, January 19, 2006 8:17 AM  
**To:** #ALL CHAIR'S OFFICE  
**Subject:** FW: Linn Website Feedback Form

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

**From:**  
**Sent:** Wednesday, January 18, 2006 8:42 PM  
**To:** CHAIR Mult  
**Subject:** Linn Website Feedback Form

Below is the result of your feedback form. It was submitted by  
( ) on Wednesday, January 18, 2006 at 20:42:08

Name: Jim Buck  
Email: jim buck2@verizon.net  
Address: 312 SE 15th St.  
City: Gresham  
State: OR  
ZIP: 97080  
District: District 4  
Phone: 503-667-9468  
Re: Supplemental budget  
Message: January 17, 2006

*East County  
Caring Community*

*Read*

Multnomah County Board of Commissioners:

Recently, several of the commissioners have proposed a supplemental budget to expend or set aside \$21.4 million in county resources. Since the county will confront a major funding shortfall for FY 2007 jeopardizing current services and programs, it would seem prudent to keep all surplus or projected carryover funds on the table and let the budget process dictate how those funds should be allocated.

We cannot recall any comments at the county's budget informational meeting held on Saturday, Nov. 19, 2005 in Gresham that indicated a supplemental budget would be pursued as part of the budget process. To attempt such a maneuver now, even with the purest of motives, would cause your constituents to question the transparency of the county's budget process.

The East County Caring Community Steering Team encourages individual commissioners to stay focused on a sound, deliberate budget planning process and avoid any actions that may be perceived as circumventing that process. We urge you to not approve the supplemental budget proposal.

Sincerely,

East County Steering Team



# CENTRAL CITY CONCERN

Providing Pathways to Self-Sufficiency

January 18, 2006

**RECEIVED**  
JAN 18 2006

*O.D. ...  
C. ...  
Amy, ...  
Blair.*

**BOARD OF DIRECTORS**

Dean Gisvold  
*Chairperson*

George "Bing" Sheldon  
*Vice Chair*

Larry Naito  
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Pauline Anderson  
Paul Clithero  
Christy Fish  
Linda Girard  
Mary Ann Ware, M.D.  
Steven D. Wasson  
Joseph Wickstrom

County Chair Diane Linn  
Multnomah County  
501 SE Hawthorne Blvd.  
Portland, OR 97214

Dear Chair Linn:

The purpose of this letter is to express some of our thoughts regarding the important budget issues before you. We have not had the time to adequately discuss the specifics of the Supplemental Budget Proposal with our Board of Directors and therefore will withhold comment.

It is very important, however, that the County Commission take into consideration during its budget deliberations the financial pressures that many service providers are under, including:

- The disastrous reductions in Oregon Health Plan Standard coverage for homeless and poor individuals which have eliminated health care, chemical dependency and mental health treatment for thousands of Multnomah County residents.
- Flat or no cost of living adjustment funding for most local government contracts for years.
- Cutbacks in State and Federal support with additional cutbacks likely.
- Skyrocketing health benefit costs for the provider workforce.

There is also the issue of the \$172 million State DHS shortfall that could very well mean additional reductions in service funding. ~~While we understand that there may be good reasons to fund particular one-time capital projects, we strongly urge the County Commission to maximize reserves.~~ This would not only preserve service capacity for next year, but also serve as emergency funding assistance for preservation of core services if needed before the end of this fiscal year.

The convergence of financial pressures on providers who provide services to the homeless, mentally ill and chemically dependent, all high utilizers of expensive services, i.e. hospitals, courts, and jails, has reached critical levels. We also therefore urge the Commission to be cautious regarding any decision to open new jail capacity at this time, and in no case should it be funded at the expense of current prevention and intervention services.

~~At no time in the last 26 years of providing services in Multnomah County have I experienced the pressures we are under to provide services to so many poor and homeless people with declining resources at the City, County, State and Federal levels.~~ We are counting on your leadership now more than ever.

Sincerely,

Richard L. Harris  
Executive Director

Cc: County Commission

■ ■ ■ ■ ■  
**CENTRAL CITY CONCERN PROGRAMS**

- Chemical Dependency & Health Services
- Community Engagement Program
- Hooper Detoxification Center
- Letty Owings Center
- Old Town Clinic
- Parole Transition Project
- Portland Alternative Health Center

- Housing for People with Low Incomes & Special Needs
- Transitional & Permanent
- Alcohol & Drug Free Community Housing for Individuals & Families in Recovery
- Mental Health Housing
- AIDS/HIV Housing

- Business Enterprise
- Central City Janitorial
- Central City Maintenance
- Central City Painting
- Second Chance on Broadway Thrift Store
- Second Chance Furniture Warehouse

- CC Workforce / West Portland One Stop Employment Services

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 05-192**

Directing the Budget Director to Submit a Supplemental Budget for Fiscal Year 2005-2006 for Unanticipated Revenue as Required by ORS 294.480

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

- a. The Board is the fiscal authority for Multnomah County.
- b. The Fiscal Year 05/06 General Fund budget is estimated to have approximately \$15,900,000 in unanticipated one-time only Beginning Working Capital resources associated with Property Tax, Business Income Tax and Personal Income Tax that could not have been foreseen at the time the Fiscal Year 05-06 budget was adopted.
- c. The Fiscal Year 05/06 revenue forecast reflects approximately \$5,500,000 in unanticipated one-time only resources from the Business Income Tax.
- d. A Multnomah County Fiscal Year 2005-2006 Supplemental Budget is required under ORS 294.480 to appropriate unanticipated one-time only revenues.
- e. After the appropriation of the above additional resources, the Fiscal Year 05/06 General Fund will have approximately \$21,400,000 of one-time resources available.
- f. It is the Financial and Budget Policy of Multnomah County to use one-time resources for the following:
  1. The level of reserves set aside as established by Board policy.
  2. The County's capital needs set out in the five-year Capital Improvement Plan or Information Systems Development Plan.
  3. One-time only spending proposals for projects or pilot programs, particularly investments that may result in innovative ideas or technology or long-term efficiencies or savings that do not require ongoing support.
  4. Bridge or gap financing for existing programs for a finite period of time.

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

1. A Multnomah County Supplemental Budget for Fiscal Year 2005-2006 will be prepared for adoption by the Board
2. The Supplemental Budget will contain the following actions:

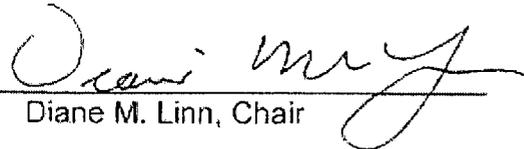
- a. Transfer \$8,000,000 to the Willamette River Bridge Fund as a loan from the General Fund to be paid back through Gas Tax Revenues over a 5 year period. These funds are needed to complete the estimated shortfall to construct the Sauvie Island Bridge.
- b. Establish and fund a Stabilization Reserve for the Business Income Tax at \$3,500,000.
- c. Establish and fund a Strategic Investment Fund at \$3,500,000.
- d. Transfer \$6,000,000 from the General Fund to the Capital Debt Reserve Fund to be used to retire the 1998 Certificate of Participation Obligation which funded the construction of the Juvenile Justice Complex.
- e. Remainder of the resources are to be placed in the General Fund Contingency Account.

3. The Supplemental Budget will be presented for approval by the Board by January 19, 2006.

ADOPTED this 10th day of November 2005.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
\_\_\_\_\_  
Agnes Sowle, County Attorney

**THREE REASONS to OPPOSE the RISKY MID-YEAR SPENDING PLAN  
(aka "SUPPLEMENTAL BUDGET")**

**REASON #1: The Board has a comprehensive, agreed-upon public budget process. The decision to spend \$21.4 million should be made in the context of that existing priority-based budget process (see attachment).**

- Last year the Chair and Commissioners did away with old current-service-level budgeting ("let's take what we do now, add inflation and that's our new budget") and launched a comprehensive Priority-Based Budgeting (PBB) process.
- Hundreds of County employees have spent thousand of hours this year and last to implement PBB with the expert guidance of national consultants.
- PBB is already well under way for FY 2007 (see attachment).
- A decision to spend \$21.4 million of County funds should be made in the context of that agreed-upon public budget process – not by several Commissioners who independently craft the plan and ram it through mid-year.

**REASON #2: Multnomah County faces the single largest general fund shortfall in its history in FY 2007. Spending \$21.4 million now will only put critical County programs and services at greater risk next year.**

- Due to the sunset of the three-year income tax (I-Tax), the County faces a general fund shortfall of up to \$32.5 million in FY 2007, starting July 1, 2006.
- If some Commissioners spend an additional \$21.4 million now, an array of critical County programs and services will be put at even greater risk next year.
- Spending tens of millions now will only mean deeper cuts to services such as domestic violence, school-based health clinics, SUN schools, children's mental health, homeless youth systems, public safety and many more.
- The budget crisis at the Oregon Department of Human Services (DHS) could result in further state cuts to human services provided by the County.
- The funding crisis faced by schools in the County only increases the importance of keeping all our funds on the table for FY 2007.

**REASON #3: No meaningful public input has occurred on the projects listed in the spending plan. This mid-year budget betrays community involvement.**

- Multnomah County has almost 700,000 residents, 4,500 employees, hundreds of contractors, hundreds of community partners and six agreed-upon priority areas.
- Despite all of this, three Commissioners have crafted one of the largest mid-year spending proposals in the 150-year history of the County, and at a time the County faces a shortfall as large as \$32.5 million next year.
- Communities impacted by this spending plan - and programs and services potentially impacted by it - deserve the chance to review, analyze and debate it openly during the regular budget process.

**CHAIR LINN'S POSITION:**

- **Keep all County funds on the table now.**
- **Make major spending decisions through the public budget process.**
- **Don't put critical County program and services at greater risk in FY 2007.**

## Multnomah County's FY 2007 Budget Timeline

October 11, 2005	Design Team Meeting: FY 2007 Budget Priority Setting Process begins
October 17	Outcome Team Kick-off and Training
November 5 & 19	Citizen Involvement Committee sponsors public involvement events
November 10	Board of County Commissioners affirms fiscal parameters for FY 2007
November 18	Budget Rodeo Training
November 21	Design Team Meeting: Outcome Teams present Maps, Strategies & Requests for Offers (RFOs)
November 22	Board of County Commissioners affirms Maps, Strategies & RFOs
Nov. 28 & 30; Dec. 8 & 9	Performance Measurement Training
November 29	"Bidder's Conference" with Departments
November 30 & December 1	Program Offer Training
December 1, 2, 5, 6	Web Tool Training
December 2	Budget Rodeo
December-January 26	Departments develop Program Offers
December 8 & 14	Budget Office Hours
January 27	Departments deliver Program Offers to Budget Office.
February, 1 <sup>st</sup> week	Program Offers posted on website
February	Outcome Teams review and rank Program Offers
March	Board of County Commissioners rank Program Offers
May 5	Chair's Executive Budget released
June	BCC holds budget work sessions (including departmental and priority area presentations) and public hearings
by June 30	Board reviews, modifies & adopts budget

[View as a web page](#)

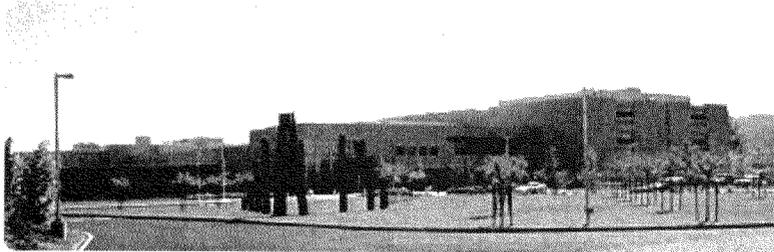
# Linn Line

News from Multnomah County Chair Diane Linn



December 14,

## County Opens Jail Beds at Inverness; Wapato is Next Step



After Chair Linn included funds for re-opening 114 beds at Inverness Jail in her Executive Budget in May 2005, some Commissioners held up the process of opening beds for six months in a standoff with the Sheriff. That delay resulted in hundreds of preventable early releases

from County jails for lack of space. Since May, the Chair has continued to push the Board to open the beds – a position supported by The Oregonian, Citizens Crime Commission, District Attorney and others. After months of continued advocacy by Chair Linn, the beds opened on December 9, bringing Inverness Jail back up to full capacity. Even with the addition of these beds, the County is still almost 400 jail beds short of the 2,073 it operated in 2001. "As part of our public safety responsibilities, our next job is to open the Wapato Jail and Treatment Facility in 2007," states Linn.

*Construction of the Wapato Jail and Treatment Facility was completed in 2004.*

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topic below, simply click  
the text

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you can support Hurrice  
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To view the current Boa  
Meeting agenda

To learn more about  
Multnomah County  
programs and services

## Chair to Commissioners: Follow the Budget Process

Even as Multnomah County faces the single largest general fund cut in its history, some Commissioners continue to push forward a risky mid-year spending plan totaling \$21.4 million. Due to the sunset of the three-year income tax (I-TAX), the County faces a shortfall of up to \$32.5 million in fiscal year 2007, which starts July 1, 2006. Chair Linn continues to oppose the ill-advised plan - technically called a "Supplemental Budget" - arguing that all County funds should remain on the table as part of the agreed-upon public budget process. "Spending tens of millions now will only put critical County programs and services at greater risk in 2007," states Chair Linn. "We have an extensive and detailed public budget process, and should stick to it." To see a copy of the mid-year spending plan, [click here](#).

## County Poised for East County Roads Transfer

In a move long supported by Chair Linn, the County is poised to approve the transfer of 50 miles of East County roads to the City of Gresham, ending a 20 year source of tension between East County cities and the County. After a recent round of negotiations led by a Commissioner failed some months ago, Chair Linn and her staff took the lead and worked steadily to develop an Intergovernmental Agreement (IGA) between the County and Gresham. The IGA has been praised for meeting the needs of both parties, and ensuring the continued smooth operation and maintenance of roads. Earlier this year, State legislators mandated that the roads be transferred by midnight on December 31 with or without an IGA – an option that was unacceptable to the Chair. Only as this deadline loomed did some Commissioners agree to finalize and support the IGA.

## Chair's Support for Libraries



[View as a web page](#)

# Linn Line

News from Multnomah County Chair Diane Linn



January 11,

## County a National Leader on Innovative Budgeting

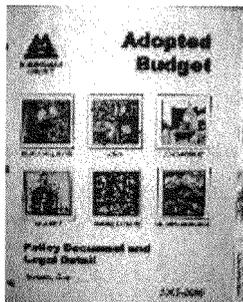
In a testament to the County's innovation and leadership in implementing Priority-Based Budgeting (PBB) last year, leaders in Polk County, Florida have asked Multnomah County to train them in the PBB process. Next week, staff from the County's Budget Office will be advising the management team and elected officials of Polk County, located in central Florida with a population of some 550,000. PBB replaces older models of government budgeting ("take what we do now, add for inflation, and that's our new budget") with an extensive public process of establishing priorities, developing measurable outcomes and ranking needed services. The City of Portland is now partnering with the County to implement PBB in public safety budgeting. [Learn more about the County's innovative PBB here.](#)

**FY 2007 BUDGET  
Priority Setting**

Information from Multnomah County

[Learn more about how you can support your library](#)[View the current Board Meeting agenda](#)[Learn how you can adopt a foster pet](#)

## Chair Linn: "No" to Supplemental Budget



Multnomah County faces the single largest general fund shortfall in its history. The state Department of Human Services faces a large budget shortfall that could result in more cuts to County services. Schools across the County face a huge funding crisis. In spite of this unprecedented level of financial uncertainty, several Commissioners continue to push a mid-year plan to spend an additional \$21.4 million in 2006. The risky plan includes \$8 million for bridge repair, \$6 million for early debt buy-down, and \$3.5 million to start a new reserve fund - none of which have gone through the County's Priority-Based Budget (PBB) process. Chair Linn continues to oppose the spending plan, arguing that all County funds should be left on the table for public discussion during the FY 2007 PBB process. "Spending tens of millions now will only increase the

risk of deeper cuts to other County programs and services on July 1," states Chair Linn. [Read about the Chair's opposition to the plan and see the County's 2007 budget timeline here.](#)

## County Cuts Re-Arrest Rates Among Criminals

Multnomah County now leads the state in reducing re-arrest rates among parolees and probationers. By adopting best-practices known to reduce crime, the County's Department of Community Justice (DCJ) has lower arrests rates than Washington, Clackamas, Lane and Deschutes Counties. Best-practices adopted by DCJ in recent years have had the strong backing of Chair Linn, and include electronic monitoring, mental health treatment, group homes and pre-trial treatment. These best practices mean that a smaller percentage of County residents on parole or probation are re-arrested for new crimes during a three-year period than in most other counties in Oregon. [Learn more about the County's success in reducing re-arrests here.](#)

## Chair Supports East County Justice Center

For over two



## Diane M. Linn, Multnomah County Chair

### **Chair Opposes Risky Mid-Year Spending Plan**

November 10, 2005

Contact: Mike Beard 503-789-2266

Today, Multnomah County Chair Diane Linn forcefully opposed perhaps the single largest supplemental budget resolution – approximately \$21.4 million – in the 150 year history of the county, even as the county faces a \$31.5 million shortfall next year due to expiration of the county income tax. Commissioner Lonnie Roberts supported the Chair's position. The resolution was crafted and backed by Commissioners Serena Cruz, Maria Rojo de Steffey and Lisa Naito. Chair Linn called upon the three commissioners to follow the already agreed-upon public budget process, and leave all current county monies on the table for consideration throughout the FY 2007 budget process. Chair Linn argued that spending an additional \$21.4 million this year could place critically important county programs and services - already facing dire financial conditions in FY 2007 - at even higher risk next year. Nonetheless, the commissioners who crafted the spending plan passed it on a 3-2 vote.

Following are the Chair's prepared comments:

This is a bad idea at a bad time. This is an extraordinary action with extraordinary consequences for our citizens. We face a \$31.5 million shortfall in Fiscal Year 2007. This action increases the likelihood of massive cuts to critically-needed services by removing dollars that could be used to soften the blow. This ties the county's hands. This violates our already agreed-upon public budget process – which we are just now starting. This denies public input and is a betrayal to the public.

This doesn't pass the smell test.

If we follow-through with this – and take this money off the table now – we could be putting a variety of programs at huge risk in FY07: Vulnerable women could be at an increased risk of domestic violence; this could gut the homeless youth program – one that we worked so long and hard on to build; this could wipe-out SUN schools – putting 10,000 kids at risk; children might lose immunizations they need to stay healthy; families may lose health services, and since we serve 115,000 people in our safety net clinics every year, this could consequently flood local hospital emergency rooms; this could cut mental health programs and alcohol and drug treatment programs. The possible list goes on and on and on.

We have 660,000 residents in the county; 4,500 county employees; six agreed-upon county priorities; hundreds of contractors and hundreds of other community partners.



"Printed on recycled paper"

501 SE Hawthorne Blvd., Suite 600, Portland, Oregon 97214  
Phone: (503) 988-3308, FAX: (503) 988-3093, E-Mail: [mult.chair@co.multnomah.or.us](mailto:mult.chair@co.multnomah.or.us)

OREGON AFSCME  
LOCAL  
189  
UNION LABEL

Despite all of this, and all of these stakeholders, three commissioners – out of the public eye – privately and secretly have crafted perhaps the most far reaching supplemental budget resolution in the 150-year history of Multnomah County. And the timing of all this is highly suspect – done just as the holidays approach and folks get busier than ever.

This is wrong. This is bad public policy. This is rash, reckless and irresponsible

***Citizens Crime Commission***  
***Advocating for Businesses and Mobilizing Citizens to Reduce***  
***Crime in our Community***

***Press Release***

January 5, 2006

For Immediate Release

***Proposed Supplemental Budget Process Undermines Community Involvement***

Three Multnomah County Commissioners have proposed taking \$21.4 million off the budget table prior to weighing and comparing the many competing spending priorities in Multnomah County. A decision of this magnitude should not be made outside the normal budget process agreed upon. Community partners and the many community stakeholders should have the opportunity to present the merits of their programs and compete for limited resources available to the Board.

The list of projects in the supplement budget should not be given preferential treatment outside the context of the broad range of possible uses. Multnomah County is facing the largest single budget cut in its history with the sunset of \$30 million in I tax revenue. Spending \$21.4 million now outside the previously agreed seven month budget process stops any true debate about policy choices for the 670,000 residents in Multnomah County.

The Citizens Crime Commission urges the Multnomah County Commissioners to work in harmony with Chair Linn and Commissioner Roberts within the established budget process and not undermine the credibility of public decision making. Particular proposals in the supplemental budget may or may not survive the budget process but a sensible public policy choice is simple, let the process work.

For more information contact: Maggie Miller, Executive Director  
Citizens Crime Commission  
503-542-2761  
[mmiller@pdxccc.org](mailto:mmiller@pdxccc.org)



REYNOLDS SCHOOL DISTRICT  
ADMINISTRATION OFFICES  
1204 NE 201st AVENUE  
FAIRVIEW, OREGON 97024-9642  
(503) 661-7200 FAX (503) 667-6932

STRESSING THE ABCs: ACADEMICS, BASICS, CREATIVITY

January 11, 2006

Multnomah County Commissioners  
501 SE Hawthorne Blvd., Suite 600  
Portland, OR 97214

*O - District  
C - DDT*

**RECEIVED**  
JAN 12 2006

Dear County Commissioners,

I regret my schedule doesn't allow me to join you at your regular meeting on Jan. 12, 2006 to provide direct testimony in regard to the proposed Department of Community Justice. However, I would like to submit my comments to you through this letter and I thank you for the opportunity to do so.

In regard to the issue of increased county revenue and the proposal of a supplemental budget for this fiscal year, I would like to offer the following considerations. First, Multnomah County, just like the school districts, must prepare for the sunset of the personal income tax and the impact that lost revenue will have on all of us. For Multnomah County schools and children, the loss of this revenue represents a significant loss and will result in the reduction of many vital services. At the same time, reductions in and changes to mental health services and the Department of Human Services financial struggles mean schools must do more for children with fewer resources.

Rather than spend any extra income this fiscal year, it would seem prudent to conclude the year as planned and use the extra income as savings to bolster and backfill what we know will be a reduction in services across the county in 2006-07. Create a "rainy day fund" because the clouds are on the horizon.

In regard to the proposed Community Justice Center in the Rockwood community, there is no question this neighborhood needs revitalization and increased services. I hope any services proposed for Rockwood will include more than just courts or a police presence. Rather, Reynolds has long advocated for a service and community center to provide a wide breadth of resources for families and children from social services such as food stamps or job search assistance as well as educational resources such as school district translators and possibly classroom space for adults and children.

However, as a school superintendent, I can't pretend to understand the nuances or challenges the city and county face in the proposal of a cooperative justice center. I must leave that issue and cooperation to you as a County Board.

We appreciate the increased attention the Board of Commissioners in general and Commissioner Lonnie Roberts in particular have given to Rockwood, it's children and it's families. This neighborhood has faced challenges but by working together, I believe these challenges are surmountable and we can do better for Rockwood.

Sincerely,



Terry Kneisler, Ed.D.  
Superintendent  
Reynolds School District

ajs

cc:

Commissioner Diane Linn, County Chair  
Commissioner Lonnie Roberts  
Commissioner Lisa Naito  
Commissioner Serena Cruz  
Commissioner Maria Rojo de Steffey  
Reynolds School Board Members



# CENTRAL CITY CONCERN

*Providing Pathways to Self-Sufficiency*

January 18, 2006

**BOARD OF DIRECTORS**

Dean Gisvold  
*Chairperson*

George "Bing" Sheldon  
*Vice Chair*

Larry Naito  
*Treasurer*

Marilyn Webber  
*Secretary*

Pauline Anderson  
Paul Clithero  
Christy Fish  
Linda Girard

Mary Ann Ware, M.D.  
Steven D. Wasson  
Joseph Wickstrom

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

**Dear Commissioner Roberts:**

The purpose of this letter is to express some of our thoughts regarding the important budget issues before you. We have not had the time to adequately discuss the specifics of the Supplemental Budget Proposal with our Board of Directors and therefore will withhold comment.

It is very important, however, that the County Commission take into consideration during its budget deliberations the financial pressures that many service providers are under, including:

- The disastrous reductions in Oregon Health Plan Standard coverage for homeless and poor individuals which have eliminated health care, chemical dependency and mental health treatment for thousands of Multnomah County residents.
- Flat or no cost of living adjustment funding for most local government contracts for years.
- Cutbacks in State and Federal support with additional cutbacks likely.
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There is also the issue of the \$172 million State DHS shortfall that could very well mean additional reductions in service funding. While we understand that there may be good reasons to fund particular one time capital projects, we strongly urge the County Commission to maximize reserves. This would not only preserve service capacity for next year, but also serve as emergency funding assistance for preservation of core services if needed before the end of this fiscal year.

The convergence of financial pressures on providers who provide services to the homeless, mentally ill and chemically dependent, all high utilizers of expensive services, i.e. hospitals, courts, and jails, has reached critical levels. We also therefore urge the Commission to be cautious regarding any decision to open new jail capacity at this time, and in no case should it be funded at the expense of current prevention and intervention services.

At no time in the last 26 years of providing services in Multnomah County have I experienced the pressures we are under to provide services to so many poor and homeless people with declining resources at the City, County, State and Federal levels. We are counting on your leadership now more than ever.

Sincerely,

  
**Richard L. Harris**  
Executive Director

Cc: County Commission

■ ■ ■ ■ ■ ■

**CENTRAL CITY CONCERN PROGRAMS**

Chemical Dependency & Health Services

- *Community Engagement Program*
- *Hooper Detoxification Center*
- *Letty Owings Center*
- *Old Town Clinic*
- *Parole Transition Project*
- *Portland Alternative Health Center*

Housing for People with Low Incomes & Special Needs

- *Transitional & Permanent Alcohol & Drug Free Community Housing for Individuals & Families in Recovery*
- *Mental Health Housing*
- *AIDS/HIV Housing*

Business Enterprise

- *Central City Janitorial*
- *Central City Maintenance*
- *Central City Painting*
- *Second Chance on Broadway Thrift Store*
- *Second Chance Furniture Warehouse*

CCC Workforce / West Portland One Stop Employment Services

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 06-009**

Adopting the 2005-2006 Multnomah County Supplemental Budget and Making Appropriations as Required by ORS 294.480

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

- a. The Supplemental Budget addresses the following actions to:
  - Record additional beginning working capital and increase appropriations in the General Fund,
  - Record additional cash transfer revenue and increase appropriations in the Willamette River Bridge Fund,
  - Record additional cash transfer revenue and increase appropriations in the Capital Debt Retirement Fund.
- b. The Supplemental Budget is on file in the Office of the Chair of Multnomah County.
- c. The change in the Supplemental Budget includes requirements in the sum of \$21,400,000.
- d. The appropriations authorized are attached to this resolution as Attachment A.
- e. The Tax Supervising and Conservation Commission has held a public hearing on the budget.

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

1. The FY 2005-06 Supplemental Budget, including Attachment A, is adopted.
2. The attached appropriations are authorized for the fiscal year July 1, 2005 to June 30, 2006.

ADOPTED this 19th day of January 2006.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By

\_\_\_\_\_  
Agnes Sowle, County Attorney

**ATTACHMENT A**

**APPROPRIATIONS SCHEDULE**

**General Fund (Fund 1000)**

	Cost Element	2005-2006 Adopted Budget	This Action	Revised Budget
<b><u>Resources</u></b>				
Beginning Working Capital	50000	26,786,566	15,700,000	42,486,566
All Other Revenues as Adopted		398,984,232	5,700,000	404,684,232
<b><u>Total Resources</u></b>		<b>425,770,798</b>	<b>21,400,000</b>	<b>447,170,798</b>
<b><u>Requirements</u></b>				
Personnel Services		175,994,240	0	175,994,240
Contractual Services		141,184,266	0	141,184,266
Materials and Services		61,263,916	0	61,263,916
Debt Service		3,323,650	0	3,323,650
Capital Outlay		178,850	0	178,850
<b><u>Total Expenditures</u></b>		<b>381,944,922</b>	<b>0</b>	<b>381,944,922</b>
Cash Transfer Expenditure		18,046,571	14,000,000	32,046,571
Contingency		13,649,243	7,400,000	21,049,243
Unappropriated Balance		13,000,000		13,000,000
<b><u>Total Requirements</u></b>		<b>426,640,736</b>	<b>21,400,000</b>	<b>448,040,736</b>

**Willamette River Bridge Fund (Fund 1509)**

	Cost Element	2005-2006 Adopted Budget	This Action	Revised Budget
<b><u>Resources</u></b>				
Beginning Working Capital	50000	30,763,123	0	30,763,123
Cash Transfer Revenue	50320	5,325,214	8,000,000	13,325,214
All Other Revenues as Adopted		1,410,000	0	1,410,000
<b><u>Total Resources</u></b>		<b>37,498,337</b>	<b>8,000,000</b>	<b>45,498,337</b>
<b><u>Requirements</u></b>				
Personnel Services		3,969,646	0	3,969,646
Contractual Services		1,117,316	0	1,117,316
Materials and Services		1,075,428	0	1,075,428
Debt Service		0	0	0
Capital Outlay		7,962,622	8,000,000	15,962,622
<b><u>Total Expenditures</u></b>		<b>14,125,012</b>	<b>8,000,000</b>	<b>22,125,012</b>
Unappropriated Balance		23,373,325	0	23,373,325
<b><u>Total Requirements</u></b>		<b>37,498,337</b>	<b>8,000,000</b>	<b>45,498,337</b>

**ATTACHMENT A (continued)**

**Capital Debt Retirement Fund (Fund 2002)**

	Cost Element	2005-2006 Adopted Budget	This Action	Revised Budget
<u>Resources</u>				
Beginning Working Capital	50000	300,000	0	300,000
Cash Transfer Revenue	50320	1,494,000	6,000,000	7,494,000
All Other Revenues as Adopted		14,602,895	0	14,602,895
		<u>16,396,895</u>	<u>6,000,000</u>	<u>22,396,895</u>
<u>Total Resources</u>				
<u>Requirements</u>				
Personnel Services		0	0	0
Contractual Services		376,281	0	376,281
Materials and Services		0	0	0
Debt Service		15,073,320	6,000,000	21,073,320
Capital Outlay		0	0	0
		<u>15,449,601</u>	<u>6,000,000</u>	<u>21,449,601</u>
Contingency		947,294	0	947,294
Unappropriated Balance		0	0	0
		<u>16,396,895</u>	<u>6,000,000</u>	<u>22,396,895</u>
<u>Total Requirements</u>				



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-5 DATE 01-19-06  
DEBORAH L. BOGSTAD, BOARD CLERK

**Board Clerk Use Only**

**Meeting Date:** 01/19/06  
**Agenda Item #:** R-5  
**Est. Start Time:** 10:05 AM  
**Date Submitted:** 01/04/06

**BUDGET MODIFICATION:** -

**Agenda Title:** **Approval of the 2005-2007 Labor Agreement between Multnomah County and the Juvenile Custody Service Specialists**

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

<b>Date Requested:</b>	<u>January 19, 2006</u>	<b>Time Requested:</b>	<u>10 Minutes</u>
<b>Department:</b>	<u>Department of County Management</u>	<b>Division:</b>	<u>Human Resources</u>
<b>Contact(s):</b>	<u>Travis Graves</u>		
<b>Phone:</b>	<u>503-988-6134</u>	<b>Ext.</b>	<u>86134</u>
		<b>I/O Address:</b>	<u>503/4</u>
<b>Presenter(s):</b>	<u>Travis Graves, County Representative and Bryan Lally, Union Representative</u>		

**General Information**

**1. What action are you requesting from the Board?**

The Department of County Management recommends approval of a successor labor agreement with the Juvenile Custody Services Specialists (JCSS) employed by the County.

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

The following highlights the major changes to the contract:

**Leaves**

Language added regarding Jury Leave

**Work Schedules**

Added ability to trade shifts provided the County does not incur overtime and the manager pre-approves the trade

**Compensation**

Provides 3.0% COLA Increase effective September 1, 2005

Additional wage increase tied to the Portland January CPI-W with minimum 2% and maximum 5% effective July 1, 2006

Bilingual premium pay of 4% - an increase of 1% from the successor contract

New Training and Intake premium pay of 3%

New language on overpayments matching Local 88 and ONA contracts

**Modification of Work**

Minor language change regarding volunteers

**Workloads and Standards**

Drop references to RESULTS

**Seniority and Layoff**

Deleted language requiring adjustment of seniority if working out of class as a supervisor

**Shift and Work Assignment**

New biennial shift bid system and provides for filling of vacancies based on seniority

New trial service language

**Termination**

Two year contract effective July 1, 2005 to June 30, 2007

**Addendum A**

Revised pay scales reflecting 3% COLA effective September 1, 2005

**Addendum B**

Clarifies Lead Worker assignment including defining duties, assignment before bid and termination of assignment

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

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

The creation of a Training and Intake Worker premium pay of 3% will increase costs approximately \$10,000 in the current fiscal year. The 1% change in the bilingual pay will not affect the budget.

**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.

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**Required Signatures**

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**Department/  
Agency Director:**

*David G Boyer*

---

**Date:** 01/05/06

---

**Budget Analyst:**

*J. Mark Campbell*

---

**Date:** 01/05/06

---

**Department HR:**

---

**Date:**

---

**Countywide HR:**

*Tami Graves*

---

**Date:** 01/04/06

---



**2005-2007**

**Agreement**

**Between**

**Multnomah County, Oregon**

**And**

**Multnomah County Employees Union**

**Local 88, AFSCME, AFL-CIO**

**(Juvenile Custody Services Specialists Unit)**



**2004-2005**

**AGREEMENT**

**BETWEEN**

**MULTNOMAH COUNTY, OREGON**

**AND**

**Multnomah County Employees Union**

**Local 88, AFSCME, AFL-CIO**

**(Juvenile Custody Services Specialists Unit)**



**LABOR RELATIONS SECTION  
501 SE HAWTHORNE BLVD, Suite 400  
PORTLAND, OR 97204  
(503) 988-5135  
FAX (503) 988-5670**

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

**TABLE OF CONTENTS**

---

**ARTICLE I, PREAMBLE..... 1**

**ARTICLE 2, DEFINITIONS ..... 2**

- I. Full-time Employee ..... 2
- II. FTE, or Full-time Equivalency ..... 2
- III. Part-time Employee..... 2
- IV. Permanent Employee..... 2
- V. Probationary Employee ..... 2
- VI. Promotional Probationary Employee ..... 3
- VII. Regular Employee..... 3
- VIII. Temporary Employee..... 3
- IX. On-Call Employee ..... 4

**ARTICLE 3, RECOGNITION 5 ..... 5**

- I. Definition of Unit..... 5
- II. Temporary Employees and Temporary List..... 5
- III. Certification of Union Officers..... 5
- IV. Certification of County Designee..... 5

**ARTICLE 4, MANAGEMENT RIGHTS ..... 6**

**ARTICLE 5, UNION SECURITY, REPRESENTATION AND BUSINESS ..... 7**

- I. Rights of Bargaining Unit Employees ..... 7
- II. Union Security and Check-off..... 7
  - A. Deduction of Union Dues and Fair Share Service Fees ..... 7
  - B. People Committee Deductions ..... 8
  - C. Defense and Indemnification of the County ..... 9
- III. Union Representation ..... 9
  - A. Contract Negotiations ..... 9
  - B. Employee Relations Committee Meetings ..... 9
  - C. Grievances and Contract Administration..... 10

- D. Communication with Bargaining Unit Members ..... 10
- E. Union Business ..... 11
- F. Union Business Leave – Employment Status ..... 12
- G. Visits by Union Representatives ..... 13
  
- ARTICLE 6, NO STRIKE OR LOCKOUT**..... 14
- I. No Strike ..... 14
- II. Crossing of Picket Lines..... 14
- III. Employee Disciplinary Action ..... 14
- IV. No Lockout..... 14
- V. Informational Picketing ..... 15
  
- ARTICLE 7, HOLIDAYS** ..... 16
- I. Holidays ..... 16
- A. Recognized and Observed Holidays ..... 16
- B. Hours of Paid Leave on Observed Holidays ..... 17
- C. Saved Holidays ..... 17
- II. Holiday Observances ..... 18
- A. Full-time Employees Working Five Consecutive Work Days per Week..... 18
- B. Full-time Employees Working Four Consecutive Work Days per Week..... 18
- C. Part-time Employees, and Full-time Employees Not on a Four Consecutive Day or Five Consecutive Day Work Week..... 18
- III. Holiday Pay ..... 18
- IV. Holiday During Leave ..... 19
  
- ARTICLE 8, VACATION LEAVE** ..... 20
- I. Accrual..... 20
- II. Table of Vacation Accrual Rates ..... 20
- III. Charging ..... 21
- IV. Payoff Upon Termination or Death ..... 21
- V. Use and Scheduling of Accrued Vacation ..... 21
- VI. Use of Accrued Vacation for Sick Leave and Other Purposes..... 21
  
- ARTICLE 9, SICK LEAVE, FITNESS FOR DUTY, AND DISABILITY INSURANCE** ..... 22
- I. Paid Sick Leave ..... 22

**TABLE OF CONTENTS**

A.	Definition and Allowable Use .....	22
B.	Accrual .....	23
C.	Reporting of Sick Leave.....	23
D.	Use of Sick Leave During Leave.....	23
E.	Time Charging for Sick Leave.....	23
F.	Saved Holiday Bonus for Limited Use of Sick Leave .....	23
II.	Use and Misuse of Leave for Sick Leave Purposes.....	24
A.	Counting Against FMLA, OFLA Entitlements .....	24
B.	Legitimate Use .....	24
C.	Sequencing of Leaves .....	25
D.	Limitations on the Use of Leave Without Pay in Lieu of Sick Leave ...	26
III.	Fitness for Duty.....	27
IV.	Disability Insurance and Catastrophic Leave.....	27
A.	Disability Insurance .....	27
B.	Catastrophic Leave Program .....	27
<b><u>ARTICLE 10, OTHER LEAVES .....</u></b>		<b>28</b>
I.	Unpaid Leaves of Absence .....	28
A.	Use of Leave .....	28
B.	Failure to Return from Leave .....	28
II.	Judicial Leave .....	28
A.	Jury Duty .....	28
B.	Subpoenas .....	29
C.	Merit System Council Meetings .....	29
III.	Military Leave.....	29
IV.	Bereavement Leave.....	29
V.	Personnel Examinations/Interviews.....	30
VI.	Inclement Weather and Natural Disasters Policy.....	30
<b><u>ARTICLE 11, HEALTH AND WELFARE .....</u></b>		<b>31</b>
I.	Medical and Dental Insurance.....	31
A.	Employee Benefits Board .....	31
B.	Part-time Employees .....	39
C.	Retirees.....	39
D.	"Opt-out": Cash in Lieu of Medical/Vision Benefits.....	39

E.	Default Enrollment .....	39
F.	Eligible Dependents .....	40
G.	When Benefits Coverage Begins and Ends .....	41
II.	Other Benefits .....	44
A.	Flexible Spending Accounts .....	44
B.	Life Insurance .....	44
C.	Emergency Treatment .....	44
D.	Disability Insurance .....	44
III.	Successor Insurance Plans .....	44
IV.	Retiree Life Insurance .....	45
<b><u>ARTICLE 12, WORKERS' COMPENSATION AND SUPPLEMENTAL BENEFITS</u></b> .....		<b>46</b>
I.	Coverage .....	46
II.	Seniority .....	46
III.	Probationary Employees .....	46
IV.	Supplemental Benefits .....	47
V.	Denied Claims .....	47
VI.	Benefits .....	48
VII.	Borrowing of Sick Leave .....	48
<b><u>ARTICLE 13, WORK SCHEDULES</u></b> .....		<b>49</b>
I.	Posting of Work Schedules .....	49
II.	Right to Compensation for Regularly Scheduled Hours .....	49
III.	Work Days and Days Off .....	49
A.	Scheduling Requirements .....	49
B.	Changing Scheduled Days of Work and Days Off .....	49
IV.	Scheduling the Work Day .....	50
A.	Normal Work Day .....	50
B.	Breaks .....	51
C.	Meal Periods .....	51
V.	Flexible Work Schedules .....	52
A.	Exceptions to the Requirements of this Article .....	52
B.	Employee Requests for Substitution of Hours Within a Work Week .....	53
VI.	Uniform Time Charging Provisions .....	53
A.	Rounding Rule .....	53

B.	Applications .....	53
<b><u>ARTICLE 14. COMPENSATION</u></b> .....		<b>54</b>
I.	Wage Adjustments .....	54
A.	September 1, 2005 .....	54
B.	July 1, 2006 .....	54
II.	Pay Periods .....	54
III.	Minimum Pay for Reporting to Work Outside of Regularly Scheduled Hours .....	54
A.	Reporting After Hours/Scheduled Day Off .....	54
IV.	Overtime .....	55
A.	Time and One-Half .....	55
B.	Double Time .....	55
C.	Overtime Administration .....	55
V.	Shift Differential .....	56
A.	Payment of Shift Premiums .....	56
B.	Inclusion of Shift Differentials in Wages .....	57
VI.	Auto Allowance and Compensation .....	57
VII.	Deferred Compensation Plan .....	57
VIII.	Overpayments and Payments in Violation of Contract .....	57
A.	Unauthorized Overpayments .....	57
B.	Payments in Error .....	58
C.	Repayment to the County .....	58
D.	Repayment to the Employee .....	58
IX.	Voluntary Standby Pay .....	58
X.	Premium Pay and Computation .....	58
XI.	Waiver of State Overtime Requirements .....	58
XII.	Bilingual Pay .....	59
XIII.	Intake Pay .....	59
XIV.	Training Pay .....	60
<b><u>ARTICLE 15. CLASSIFICATIONS AND PAY RANGES</u></b> .....		<b>60</b>
I.	Wage Schedule .....	60
II.	Step Placement and Seniority Dates .....	60
A.	New Employees and Rehires .....	60
B.	Step Increases .....	60

C.	Promotion .....	60
D.	Reinstatement .....	61
III.	Temporary Work in a Higher Classification .....	62
A.	Work Out of Class .....	62
B.	Temporary Appointments .....	63
<b><u>ARTICLE 16, PENSIONS</u></b> .....		<b>64</b>
I.	PERS Membership.....	64
II.	Sick Leave in Application to Final Average Salary (PERS).....	64
III.	PERS Pick-up .....	64
IV.	OPSRP Employer Contribution .....	64
V.	Retiree Medical Insurance.....	65
A.	Definitions .....	65
B.	Right to Participate .....	65
C.	Choice of Plan .....	65
D.	Retiree Responsibilities .....	65
E.	Eligibility for County Payment of One Half of Premium .....	65
F.	Eligibility for Medicare.....	66
G.	Part-time Prorating .....	66
H.	Requirement to Continuously Participate .....	66
I.	State and Federal Tax Offset.....	67
<b><u>ARTICLE 17, DISCIPLINARY ACTION</u></b> .....		<b>68</b>
I.	Forms of Discipline for Cause and Notice Requirements .....	68
II.	Definition of Cause.....	68
III.	Appeal Rights.....	68
A.	Written Reprimand.....	68
B.	Reduction in Pay, Demotion, Suspension, or Dismissal.....	68
C.	Other .....	68
IV.	Manner of Accomplishing Reprimands .....	69
V.	No Abridgement of Rights .....	69
<b><u>ARTICLE 18, SETTLEMENT OF DISPUTES</u></b> .....		<b>70</b>
I.	Purpose .....	70
II.	Filing a Grievance .....	70

III.	The Steps of the Grievance Procedure .....	71
A.	Step 1. The Immediate Supervisor .....	71
B.	Step 2. The Department Director .....	72
C.	Step 3. Labor Relations .....	72
D.	Step 4. Arbitration .....	72
IV.	Representation of Employees .....	73
A.	The Union as Exclusive Representative .....	73
B.	Stewards .....	74
 <b><u>ARTICLE 19, MODIFICATION OF WORK PERFORMED BY THE BARGAINING UNIT: CONTRACTING, INTERGOVERNMENTAL AGREEMENTS, AND USE OF VOLUNTEERS.....</u></b>		<b>75</b>
I.	Contracting .....	75
A.	Limitations on Contracting .....	75
B.	Meeting with the Union .....	75
C.	No Interference with Contract .....	75
II.	Intergovernmental Agreements .....	76
III.	Rights and Benefits of Employees Involved in Consolidation, Merger, and Acquisition of Positions .....	76
IV.	Volunteers.....	76
 <b><u>ARTICLE 20, WORKLOADS AND STANDARDS, TRAINING, AND PERFORMANCE EVALUATION.....</u></b>		<b>77</b>
I.	Workloads and Standards .....	77
II.	Employee Development and Training .....	77
III.	Performance Evaluation .....	78
 <b><u>ARTICLE 21, SENIORITY AND LAYOFFS .....</u></b>		<b>79</b>
I.	Definition of Seniority .....	79
II.	Computation of Seniority .....	79
A.	Seniority at Contract Signing .....	79
B.	Seniority for Time Served Subsequent to Contract Signing .....	79
III.	Layoff.....	80
A.	Reassignment of Employees During a Layoff .....	80
B.	Non-regular Employees During a Layoff .....	80

C.	Layoff Processing for Employees on a Leave of Absence Without Pay .....	81
IV.	Bumping.....	81
V.	Notice and Recall List .....	82
VI.	Recall.....	83
VII.	Seniority Application.....	83
VIII.	Posting Process .....	84
A.	Seniority List Posting .....	84
B.	Seniority List Appeal Process .....	84
IX.	Seniority of and Bumping by Exempt Employees .....	84
X.	Special Provisions to Save Employees From Layoff.....	84
<b><u>ARTICLE 22, SHIFT AND WORK ASSIGNMENT</u></b> .....		<b>85</b>
I.	Vacancy Defined.....	85
II.	Temporary Assignments .....	85
III.	Permanent Assignments .....	85
A.	Biennial Signup .....	85
B.	Selection .....	85
C.	Vacancies Following the Biennial Signup .....	86
D.	Pod Closure.....	86
IV.	Change of Work Scheduling/Shift System and Signup .....	86
<b><u>ARTICLE 23, PERSONNEL RULES AND RECORDS</u></b> .....		<b>87</b>
I.	Personnel Rules.....	87
II.	Personnel Records and Information .....	87
A.	Definition .....	87
B.	Access to Personnel File Materials .....	87
C.	Removal of File Materials .....	87
<b><u>ARTICLE 24, GENERAL PROVISIONS</u></b> .....		<b>89</b>
I.	No Discrimination.....	89
A.	Contractually Prohibited Discrimination .....	89
B.	Legally Prohibited Discrimination and County Complaint Procedure..	89
II.	No Prejudicial Harassment.....	89
A.	Prejudicial Acts Prohibited .....	89
B.	Sexual Harassment Prohibited .....	89

III.	Rules.....	90
IV.	Changes in Existing Conditions.....	90
V.	Uniforms and Protective Clothing.....	91
VI.	Loss of Personal Property.....	91
	A. Procedure for Advancing Claims.....	91
	B. Exclusion of Personal Vehicles.....	91
	<b><u>ARTICLE 25, SAVINGS CLAUSE AND FUNDING</u></b> .....	<b>92</b>
	I. Savings Clause.....	92
	II. Funding.....	92
	<b><u>ARTICLE 26, ENTIRE AGREEMENT</u></b> .....	<b>93</b>
	<b><u>ARTICLE 27, TERMINATION</u></b> .....	<b>94</b>
	<b><u>Signature Page</u></b> .....	<b>95</b>
	<b><u>ADDENDUM A, CLASSIFICATION INCLUDED IN THE BARGAINING UNIT WITH PAY RANGE</u></b> .....	<b>96</b>
	<b><u>ADDENDUM B, LEAD WORKER ASSIGNMENT AND PAY</u></b> .....	<b>97</b>
	I. Duties Defined.....	97
	II. Assignment, Selection, Modification, and Termination.....	97
	II. Pay Rate.....	98
	III. Filling of Temporary Vacancies: Lead Worker and Community Justice Manager.....	98
	<b><u>ADDENDUM C, AUTO REIMBURSEMENTS AND TRANSIT SUBSIDIES</u></b> .....	<b>99</b>
	I. Auto Allowance.....	99
	A. Payment.....	99
	B. Incidental Use.....	99
	C. Condition of Employment Use.....	99
	D. Payment Rules for Alterations in Work Site.....	100
	II. Incidental Parking.....	100
	III. Bus Pass.....	100
	A. Statement of Purpose.....	100
	B. Scope of Subsidy.....	101
	C. Procedural Requirements.....	101

**ADDENDUM D, DRUG AND ALCOHOL POLICY..... 102**

- I. Drug Free Workplace Act..... 102
- II. Holders of Commercial Drivers Licenses..... 102
- III. Alcohol and Drug Policy Work Rules and Discipline..... 102
  - A. Conduct Warranting Discipline..... 102
  - B. Work Rules..... 102
  - C. Levels of Discipline..... 105
  - D. Mandatory Assessment and Treatment ..... 106
  - E. Return to Work Testing..... 106
- IV. Testing..... 106
  - A. Basis for Testing..... 106
  - B. Establishing Reasonable Suspicion..... 107
  - C. Testing Methodology ..... 108
- V. Definitions..... 109
  - A. Alcohol ..... 109
  - B. Controlled Substance ..... 109
  - C. County..... 109
  - D. Drug Paraphernalia ..... 109
  - E. Drug Test..... 109
  - F. Drugs..... 109
  - G. Medical Review Officer (MRO) ..... 109
  - H. On Duty..... 109
  - I. Prescription Medication ..... 110
  - J. Reasonable Suspicion of Being Under the Influence of Drugs or Alcohol..... 110
  - K. Substance Abuse Professional (SAP)..... 110
  - L. Under the Influence of Alcohol..... 110
  - M. Under the Influence of Drugs..... 110

**LAST CHANCE AGREEMENT ..... 110**

**ADDENDUM E, SENIORITY LISTING AS OF DATE OF CONTRACT SIGNING ..... 113**

**INDEX..... 115**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**A G R E E M E N T**  
**Between**  
**MULTNOMAH COUNTY, OREGON**  
**and**  
**MULTNOMAH COUNTY EMPLOYEES UNION**  
**LOCAL 88, AFSCME, AFL-CIO**  
**(Juvenile Custody Services Specialist Unit)**

---

**ARTICLE 1**  
**PREAMBLE**

---

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and Local 88, Juvenile Custody Services Specialist Unit, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment consistent with the County's and Union's mutual objective of providing ever-improved efficient, effective, and courteous services to the public of Multnomah County.

Except as otherwise required by law, regulation, or grant provisions, the parties agree as follows:



1 **VI. Promotional Probationary Employee:**

2 A regular employee serving a six (6) month period of trial service upon promotion to  
3 determine his or her suitability for continued employment in the classification to which he or  
4 she was promoted, such period to begin on the date of his or her appointment to a higher  
5 classification from a certified list of eligibles. During the period of promotional probation, the  
6 employee shall be returned to the Juvenile Custody Service Specialists bargaining unit  
7 without recourse to the grievance procedure if in the opinion of the employee's supervisor his  
8 or her continued service in the classification to which he or she was promoted would not be  
9 in the best interest of the County

10 **VII. Regular Employee:**

11 A permanent employee who has passed the initial probationary period in effect at the  
12 time of his or her appointment, and has been employed by the County continuously since  
13 passing the probationary period. In addition, the following are deemed to be regular  
14 employees:

15 **A.** A permanent employee who passed the initial one-year probationary period,  
16 terminated employment, and has been reinstated.

17 **B.** A non-probationary employee who has been transferred to the County by  
18 intergovernmental agreement under ORS 236.605 through 236.640.

19 **VIII. Temporary Employee:**

20 An employee whose appointment is uncertain due to an emergency workload,  
21 absence of an employee or because of a short-term need for a skill or ability. A temporary  
22 appointment may be made for a period of up to six months or 1040 hours within the  
23 preceding 12 months. A temporary employee who has already worked 1040 hours may be  
24 appointed within the same 12 month period to another position typically by a different  
25 Department, following a break in County service lasting 15 days or longer. A temporary  
26 employee may be re-appointed to a different position when an unforeseen circumstance  
27 requiring the employee's services arises shortly after the termination of one appointment,  
28 even when the break in service is limited. Temporary employees may be terminated at any  
29 time and have no appeal rights within the County.

1 **IX. On-Call Employee:**

2 An employee whose appointment is intermittent, irregular or is normally less than half-  
3 time is an on-call appointment. On-call appointments have no time limit. On-call employees  
4 may be terminated at any time and have no appeal rights within the County.



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

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The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the department, determining the levels of service and methods of operation and the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause, the exclusive right to determine staffing, to establish work schedules and to 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.

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2 **ARTICLE 5**  
3 **UNION SECURITY, REPRESENTATION**  
4 **AND BUSINESS**

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5 ***I. Rights of Bargaining Unit Employees***

6 Employees shall have the right to self-organize, to form, join or assist labor  
7 organizations or to refrain there from, to bargain collectively through representatives of their  
8 own choosing, and there shall be no discrimination exercised against any employee covered  
9 by this Agreement because of his or her membership or Union activities.

10 ***II. Union Security and Check-off***

11 **A. Deduction of Union Dues and Fair Share Service Fees**

12 **1. Amount deducted each payroll period**

13 The County agrees to deduct each payroll period from the pay of employees  
14 covered by this Agreement as applicable:

15 **a. Union dues**

16 One half (.5) of the current monthly Union membership dues of those  
17 Union members who individually request such deductions in writing on the form provided by  
18 the Union.

19 **b. Fair share service fee**

20 One half (.5) of a monthly Fair Share Service Fee, payable in lieu of dues  
21 by any employee who has not joined the Union within thirty (30) days of initial permanent  
22 appointment to a bargaining unit position.

23 **2. Administration and use of Fair Share Service Fees**

24 The Fair Share Service Fee shall be applied solely to defraying the cost of  
25 negotiations and contract administration. The process for determining the amount of the Fair  
26 Share Service Fee deduction, accountancy requirements for funds collected, limitations on  
27 the use of such funds, and any requirements for refund, shall all be in accordance with the  
28 requirements of state and federal law.

29 **3. Authorization and certification of dues and Fair Share Service Fees**

30 Deduction of membership dues must be authorized in writing on the form  
31 provided by the Union. The amount to be deducted for dues and Fair Share Service Fees

1 shall be certified in writing to the County by the Union President or their designee. The  
2 aggregate of all deductions shall be remitted, together with an itemized statement, to the  
3 Treasurer of the Union at an address certified to the County in writing by the Union President  
4 or their designee, within five (5) working days after it is withheld or by such time as the  
5 parties mutually agree in writing.

6 **4. Religious objections to payment of dues and Fair Share Service Fees**

7 The Union expressly agrees that it will safeguard the rights of non-association  
8 of employees, based upon bona fide religious tenets or teachings of a church or religious  
9 body of which such employee is a member. Any such employee shall pay an amount equal  
10 to regular union dues through the Union to a non-religious charity mutually agreed upon by  
11 the employee making such payment and the Union. The employee will make payment  
12 through the Union on a monthly basis. The Union will forward the payment to the agreed  
13 upon charity, and provide the employee with a copy of the forwarding letter.

14 **5. Appointment to excluded positions**

15 Deductions for Fair Share Service Fees and Union dues shall cease beginning  
16 with the pay period following an employee's permanent appointment to a position which is  
17 excluded from the bargaining unit.

18 **6. Monthly listing of new and terminated employees**

19 The County agrees to furnish the Union by the 10th of each month a listing of  
20 the following:

21 a. All new bargaining unit employees hired during the previous month and all  
22 employees who terminated during the previous month. Such listing shall contain the names  
23 of the employees, along with their job classification, work location, and home mailing  
24 address.

25 b. All bargaining unit members, their social security number,  
26 department/section, classification; base pay, birthdate, fulltime/part-time status and number  
27 of scheduled hours, county seniority date, classification seniority date and mailing address.

28 c. All bargaining unit members who are fair share.

29 d. Listing of all other County employees, their classification and department.

30 **B. People Committee Deductions**

31 To the extent allowable by law, employees may authorize payroll deductions for  
32 the People Committee by submitting the form provided by the Union to Central Payroll. The  
33 County will provide the Union by the 10<sup>th</sup> of each month a listing of employees that are  
34 making People contributions and amount deducted per employee.

1           **C. Defense and Indemnification of the County**

2           The Union agrees that it will indemnify, defend and hold the County harmless  
3 from all suits, actions, proceedings or claims against the County or persons acting on behalf  
4 of the County, whether for damages, compensation, reinstatement, or any combination  
5 thereof, arising out of application of "Section II" of this Article. In the event any decision is  
6 rendered by the highest court having jurisdiction that any portion of "Section II" is invalid  
7 and/or that reimbursements must be made to any employees affected, the Union shall be  
8 solely responsible for such reimbursements.

9           **III. Union Representation**

10           **A. Contract Negotiations**

11           1. The Union's Negotiating Team shall consist of not more than four (4)  
12 members, three (3) of whom may be employees. County employees participating in such  
13 negotiations will be allowed to do so without loss of pay.

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

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

21           4. Prior to negotiations, representatives of the County's and the Union's  
22 Negotiating Teams will jointly establish any other necessary general negotiating ground  
23 rules.

24           **B. Employee Relations Committee Meetings**

25           To promote harmonious relations and to provide internal communications, the  
26 Union and the County will maintain an Employee Relations Committee consisting of no more  
27 than four (4) representatives of each party. Three (3) of the Union's representatives will be  
28 employees. The Committee will establish regular quarterly meetings during normal working  
29 hours and will so schedule such meetings as far in advance as practical to avoid disruptions  
30 and interruptions of work. Employees attending such meetings shall do so without loss of  
31 pay. The Committee shall discuss any matters pertinent to maintaining good  
32 employer-employee relationships.

1           **C. Grievances and Contract Administration**

2           The Union is the exclusive representative of bargaining unit employees with  
3 respect to conditions of employment governed by this Agreement under the State of Oregon  
4 Public Employees Collective Bargaining Act. (See Article 18, "Section IV.A" on attorneys  
5 and on the role of stewards in processing grievances.)

6           **D. Communication with Bargaining Unit Members**

7           **1. Bulletin boards**

8           The County agrees to furnish and maintain suitable bulletin boards in  
9 convenient places in each work area to be used by the Union. The Union shall limit its  
10 postings of notices and bulletins to such bulletin boards. All postings of notices and bulletins  
11 by the Union shall be factual in nature and shall be signed and dated by the individual doing  
12 the posting.

13           **2. Use of County computers for E-Mail and Internet connections related to**  
14 **Union business**

15           a. County computers may be used for Union business involving E-Mail or  
16 Internet connections in the following circumstances, but only when such use is also in  
17 conformance with the other requirements of this Agreement, specifically to include the  
18 provisions of Article 18, "Section IV.B.2.a," which requires that stewards make every effort to  
19 avoid disruptions and interruptions of work.

20           1) When such use is de minimis and incidental, such as arranging a  
21 meeting with a fellow shop steward or the Council Representative.

22           2) For the purpose of conducting an investigation of a grievance, such as  
23 individual inquiries to co-workers which would otherwise be conducted over the telephone.

24           3) For the purpose of interacting with the County's representatives  
25 concerning Union-County business, such as setting dates for a County-Union meeting,  
26 making inquiries regarding a grievance, etc.

27           4) On the employee's own time, for the purposes of utilizing a link on the  
28 MINT, or its successor, to reach a Union Internet bulletin board site. Any such site shall be  
29 non-interactive and subject to the same rules of content as a conventional union bulletin  
30 board.

31           5) For authorized Union officials only, and on such employee's own time,  
32 for the purpose of posting messages on the Bulletin Board site provided for in (4) above.

33           b. The uses cited in "Subsection a" above may continue only to the extent  
34 that they are at no additional cost to the County, and are contingent on the continued use of

1 the cited computers, Internet connection, intranet connection, etc. for other County purposes.  
2 The content of any and all communications using the County computer system is not  
3 privileged and may be subject to County review.

4 c. Access to the MINT by any individual outside the County raises major  
5 issues of policy related to privacy, security and cost. Therefore, the Union business agent  
6 may have such access only if:

7 i. Access is approved by the County's Chief Information Officer, and  
8 subject to restrictions imposed by him or her; and

9 ii. All costs associated with making access available and with  
10 maintaining it are borne by the Union.

11 **E. Union Business**

12 **There are three forms of Union Business Leave**

13 **1. Union Business Leave (County Paid Time)**

14 Union Business Leave that is considered County Paid Time includes functions  
15 that are considered County/Union committees such as labor/management committees,  
16 Benefits Committee, Compensation Committee; duties as a steward as defined in this  
17 agreement and such other Union Business (County Paid Time) that are mutually agreed  
18 between the parties. County employees participating in such activities will be allowed to do  
19 so without loss of pay.

20 **2. Union Business Leave (Union Reimbursable Time):**

21 Any Bargaining unit member selected by the Union to participate in a Union  
22 activity as defined below, shall be considered in Union Business Leave (Union Reimbursable  
23 Time) status and shall be granted such leave not to exceed twenty working days per fiscal  
24 year per member. An additional sixteen working days of paid Union Reimbursable Time shall  
25 be granted upon request to any elected Union delegate selected to attend official AFL-CIO or  
26 other certified AFSCME activities. Additional time may be granted by mutual agreement of  
27 the parties.

28 Union Business (Union Reimbursable Time) addressed in this section would  
29 pertain to such activities as: contract administration – such as time to cover for staff  
30 representative, time to attend training conferences such as arbitration/grievance training; and  
31 time off to prepare for negotiations; Officers/Delegates Duties – such as attending AFSCME  
32 International Convention; Conferences/Other – Women's Convention, Appointment to  
33 AFSCME or other Union Board seat or committee; and mutually agreed activities that would  
34 qualify for Union Business (Union Reimbursable Time).

1           Written notice of such time away from work shall be given to the affected  
2 employee's immediate supervisor and to the County Labor Relations Manager, 5 (five)  
3 working days in advance. The Union will make every effort to avoid disruption of work. The  
4 Union shall reimburse the County for one hundred percent (100%) of the affected employee's  
5 salary and fringe benefits (including pro-rata cost of workers compensation premiums, but  
6 excluding indirect administration or overhead charges) for straight time spent on Union  
7 activities conducted during regularly scheduled working hours. The County shall submit a  
8 quarterly statement to the Union itemizing the amount of the Union's reimbursement  
9 obligation, and may directly withdraw the amount required from a fund maintained with the  
10 County. Funds for this purpose shall be maintained in a separate interest-bearing account  
11 with the initial balance of \$22,000 to be replenished within ten (10) days upon notice from the  
12 County Labor Relations Manager whenever the amount falls below \$2,500. If the County  
13 incurs liability arising from activities of a member engaged in Union Business during such  
14 reimbursed time, the Union further agrees to reimburse the County for losses caused by  
15 such activities, to the extent that such losses are attributable to the acts of the employee  
16 receiving continued compensation pursuant to this section. In the event of a dispute over the  
17 causation or amount of loss attributable to the actions of Union agents, the parties agree to  
18 arbitrate such dispute under Article 18.III D., Step 4, unless such arbitration is inconsistent  
19 with the provisions of any applicable third-party insurance indemnification agreement, or  
20 unless binding arbitration might jeopardize the availability of coverage by a third-party  
21 insurer. County employees participating in such activities will be allowed to do so without loss  
22 of pay.

23           **3. Union Business (Unpaid) Leave**

24           Employees selected by the Union for such activities that are considered  
25 political activities including political training, conferences, committees, or appointments, and  
26 time off to work on an election are considered Union Business (Unpaid) Leave. Employees  
27 requesting such time off under this section would be governed by the notice requirements  
28 and time limits, unless mutually agreed otherwise, of Union Reimbursable Time.

29           **F. Union Business Leave – Employment Status**

30           Employees in Union Business Leave Paid County time and Union Reimbursable  
31 time shall be treated as in paid leave status regarding accrual of benefits such as vacation,  
32 sick leave, Health and Welfare, pension or any other benefit granted employees in paid leave  
33 status.

**G. Visits by Union Representatives**

1           The County agrees that accredited representatives of the American Federation of  
2 State, County and Municipal Employees, AFL-CIO, whether local Union representatives,  
3 District Council representatives, or International representatives, upon reasonable and  
4 proper introduction, shall have reasonable access to the premises of the County at any time  
5 during working hours to conduct Union business. The Union agrees that such visits will  
6 cause no disruptions or interruptions of work.  
7



1 **V. *Informational Picketing***

2 Nothing in this Article shall be construed to prohibit informational picketing. Such  
3 informational picketing shall not stop and/or disrupt work of County employees and officials  
4 at any time, and picketing shall be prohibited in all County owned, rented or leased facilities  
5 and County meetings, including but not limited to Multnomah County Board Rooms/Meetings  
6 and County offices.

7 Employees engaged in informational picketing shall be subject to the work rules of  
8 the County organization to which they are assigned.



1           **B. Hours of Paid Leave on Observed Holidays**

2           **The provisions of this subsection do not apply to the eight (8) hours of**  
3 **leave to be used between Thanksgiving and New Year's, or for any religious holiday**  
4 **during the calendar year, as detailed in "Section A" above.**

5           **1. Full-time employees on a regular work schedule**

6           Employees working five eight-hour shifts per week shall be entitled to eight  
7 hours of leave; employees working four ten-hour shifts per week shall be entitled to ten hours  
8 of leave.

9           **2. Part-time employees**

10          Part-time employees shall be entitled to leave for the length of their scheduled  
11 shift on the observed holiday; provided, however, that the amount of the leave shall not  
12 exceed their FTE times eight (8) hours.—(For example, a half-time employee shall have no  
13 more than four (4) hours of holiday leave). If the length of the employee's shift on the  
14 observed holiday would be less than the amount of holiday leave to which the employee is  
15 entitled, then the employee shall be credited with Saved Holiday time for the difference.

16          During the week of a holiday, the County may permit part-time employees an  
17 opportunity for modification of their work schedule in order to receive a normal pay check,  
18 including pro-rated holiday pay, without having to use vacation time or other earned leave. If  
19 part-time employees are offered an opportunity for a modified work schedule for the week of  
20 a holiday and elect not to change from the normal work schedule, when work units are not  
21 able to permit a modified work schedule due to operational needs or when the work place is  
22 closed on that date, at the employee's option, employees may use vacation time or other  
23 earned leave to supplement the pro-rated holiday pay in order to receive a normal check or  
24 receive a short pay check based on pro-rated pay for the holiday.

25          **3. Full-time employees on an irregular work schedule**

26          Full-time employees who are regularly scheduled to work less than forty (40)  
27 hours per week, or days of varying length, shall be treated as permanent part-time  
28 employees for purposes of this subsection.

29          **C. Saved Holidays**

30          Saved Holidays may be accrued in lieu of observed holidays per the specific  
31 provisions of this Article.

32          **1. Any Saved Holiday time which is not used by the end of the fiscal year will be**  
33 **forfeited.**

1           2. Saved Holiday time may be used at the discretion of the employee with the  
2 consent of his or her supervisor. Saved Holiday time will be charged in accordance with the  
3 uniform time charging provisions of Article 13.

4           3. Upon separation from service employees will be paid for unused Saved  
5 Holiday time at their regular rate of pay.

6           4. In the event of an employee's death, his or her heirs will receive payment for  
7 unused Saved Holiday time at the employee's regular rate of pay.

8       **II.    Holiday Observance**

9           **A. Full-time Employees Working Five Consecutive Work Days per Week:**

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

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

14           **B. Full-time Employees Working Four Consecutive Work Days per Week:**

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

17          2. If a holiday falls on an employee's third scheduled day off, the following work  
18 day will be observed as that employee's holiday.

19           **C. Part-time Employees, and Full-time Employees Not on a Four Consecutive  
20 Day or Five Consecutive Day Work Week:**

21           The dates designated in "Section I.A" above shall be deemed the observed  
22 holiday if the date falls on an employee's regular day of work. Otherwise, the employee shall  
23 be credited with Saved Holiday time for the holiday leave to which he or she would have  
24 been entitled.

25       **III.   Holiday Pay**

26           **A.** An employee required to work on an observed holiday will be compensated at  
27 one-and-one-half (1-1/2) times his or her regular rate of pay for the hours worked during the  
28 observed holiday for which the employee was eligible for holiday leave. Any additional hours  
29 will be paid at the regular rate of pay. The employee will also be granted the number of  
30 hours of leave to which he/she was eligible. The employee may elect to accumulate such  
31 leave as Saved Holiday time subject to the provisions of "Section I" above, or be paid at the  
32 employee's regular rate of pay. The election must be submitted by the employee in writing to  
33 his or her immediate supervisor on the forms so provided.

1           **B.** To be eligible for holiday pay as provided in "Section III.A" above, permanent  
2 employees must be in pay status both on the employee's scheduled work day before and on  
3 the employee's scheduled work day after the observed holiday worked.

4   **IV.   *Holiday During Leave***

5           If an employee is on an authorized leave with pay when an observed holiday occurs,  
6 such holiday shall not be charged against such leave.

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**ARTICLE 8**  
**VACATION LEAVE**

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**I. Accrual**

Each permanent employee shall accrue vacation leave from the first day of permanent employment. Vacation leave shall be accrued in accordance with the accrual provisions of the prior agreement between the parties.

**II. Table of Vacation Accrual Rates**

1. <u>Years of Service</u>	2. <u>Hours Accrued Per Pay Period</u>	3. <u>Hours (Weeks) Accrued Per Year by Forty Hour Employees</u>	4. <u>Maximum Hours Accruable</u>
Less than 5	4.0	96 (2.4 wks.)	224
5 to 10	5.67	136 (3.4 wks.)	272
10 to 15	7.33	176 (4.4 wks.)	352
15 or more	9.0	216 (5.4 wks.)	432

**A.** Accrual rates in Column 2 apply only to straight time hours worked or hours of paid leave. Employees who are not in pay status do not accrue vacation leave. Vacation accrual rates for employees who are not classified as full time employees and work fewer than 40 hours during the week will be pro-rated on an hourly accrual basis for hours worked during the pay period.

**B.** Years of service indicated in Column 1 are continuous County seniority years as defined in Article 21, "Section II."

**C.** The figures in Columns 2 and 3 are approximations based on the accrual rate for a 1.0 FTE employee.

**D.** Accrual rates shown in Columns 2 and 3 incorporate two days (sixteen hours) of leave which in previous contracts were allotted to employees as personal holidays.

1 **III. Charging**

2 Vacation leave shall be charged in increments in accordance with the uniform time  
3 charging provisions of Article 13.

4 **IV. Payoff Upon Termination or Death**

5 Unused vacation leave shall be paid to the employee at his or her regular rate of pay  
6 at the time of separation from service. In the event of an employee's death, unused vacation  
7 leave shall be paid to the employee's heirs at his or her regular rate of pay.

8 **V. Use and Scheduling of Accrued Vacation**

9 Employees of Juvenile Services Division shall submit their request for vacation to  
10 their immediate supervisor or on-duty supervisor for approval. Wherever possible, consistent  
11 with the needs of the Department and requirement for vacation coverage, employees shall  
12 have the right to determine vacation times. If there is coverage conflict, the vacation leave  
13 request will be granted based on the date and time of the request. If there are two requests  
14 by the same date and time, the employee's request with the most seniority will be granted.  
15 Additionally, each employee will be allowed to exercise the right of seniority only once for no  
16 more than two periods of consecutive days in each calendar year.

17 **VI. Use of Accrued Vacation for Sick Leave and Other Purposes**

18 The requirements for using accrued vacation for sick leave and other purposes and  
19 the sequencing of such leave use, is specified in Article 9, "Section II.C."



1           **B. Accrual**

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

4           **C. Reporting of Sick Leave**

5           An employee who has a position which requires a replacement during illness must  
6 notify the supervisor on duty in sufficient time (at least one (1) hour) before the beginning of  
7 his or her shift so that a replacement may be obtained. Other employees must notify their  
8 immediate supervisor, if available, or work site no later than fifteen (15) minutes after their  
9 scheduled starting time. Failure to so report may result in loss of pay for the day involved.

10          **D. Use of Sick Leave During Leave**

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

15          **E. Time Charging for Sick Leave**

16          Sick leave shall be charged in accordance with the uniform time charging  
17 provisions of Article 13.

18          **F. Saved Holiday Bonus for Limited Use of Sick Leave**

19          Employees who have worked full time for the entire preceding fiscal year are  
20 eligible to receive saved holiday time as a bonus incentive for low sick leave usage, as  
21 specified below:

22           1. Eligible employees who use no more than eight (8) hours, (*does not include*  
23 *FMLA/OFLA*) of sick leave in a fiscal year will receive sixteen (16) hours of saved holiday  
24 time for use after July 15 of the following fiscal year; those who use more than eight (8)  
25 hours, but no more than sixteen (16) hours of sick leave will receive eight (8) hours of saved  
26 holiday time. For example, an eligible employee who used ten hours of sick leave in the  
27 current fiscal year will receive eight hours of saved holiday time for use after July 15 of the  
28 following fiscal year.

29           2. Use of saved holiday bonus time will be governed by the provisions of Article  
30 7, "Section I.C," specifically to include the provision requiring use in the same fiscal year in  
31 which it was accrued.

1 **II. Use and Misuse of Leave for Sick Leave Purposes**

2 **A. Counting Against FMLA, OFLA Entitlements**

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

7 **B. Legitimate Use**

8 **1. Verification of use**

9 a. Pursuant to Multnomah County policy, management must require the  
10 completion of a certification form by the employee's health care provider and any other  
11 verifications provided for under the provisions of the FMLA, OFLA, or their successors.

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

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

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

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

18 iv. management reasonably believes that the absence may not be bona  
19 fide.

20 **2. Discipline**

21 Subject to the limitations of law, including but not limited to those of the FMLA,  
22 discipline may be imposed under the following conditions:

23 **a. Abuse of sick leave**

24 Misuse of leave, violation of orders, directives, or contractual requirements  
25 concerning the use of sick leave and other forms of leave used in lieu of sick leave are  
26 cause for disciplinary action.

27 **b. Use of accrued sick leave**

28 i. Use of accrued sick leave, without abuse of such leave, will not be  
29 cause for discipline.

30 ii. When the intermittent use of accrued sick leave or other paid or unpaid  
31 leave used in lieu of sick leave interferes significantly with an employee's ability to perform  
32 the duties of his or her job, management may do the following (subject to the requirements  
33 of law, including, but not limited to, the FMLA):

- 1 (a) require the employee to take continuous leave; or
- 2 (b) change the employee's work assignment for six months or until use
- 3 of intermittent leave ends, whichever comes sooner; in such cases the provisions of Article
- 4 22 will not apply.

5 **c. Excessive absenteeism**

6 The parties recognize that every employee has a duty to be reliably  
7 present at work, and that failure to confine sick leave usage to accrued and available sick  
8 leave raises the possibility of discipline for excessive absenteeism. Such cases, however,  
9 are subject to just cause review and require systematic examination of relevant factors,  
10 including but not limited to:

- 11 i. Any legal requirements, including, but not limited to those of the FMLA
- 12 or the ADA.
- 13 ii. The tenure and work history of the employee, specifically to include
- 14 whether there have been previous instances of this pattern of absenteeism.
- 15 iii. Whether there is a likelihood of improvement within a reasonable
- 16 period of time based on credible medical evidence.
- 17 iv. The particular attendance requirements of the employee's job.
- 18 v. The pattern of use, and whether the absences are clearly for bona fide
- 19 sick leave purposes.

20 **C. Sequencing of Leaves**

21 The use of vacation leave, saved holiday time, compensatory time, and leave  
22 without pay is subject to approval by management according to the requirements of Articles  
23 8, 7, 14, and 10, respectively. However, unless otherwise required by law, forms of leave  
24 shall be used and exhausted in the following sequences:

- 25 1. Leave for illness or injury, that does not qualify for FMLA will be taken in the
- 26 following order:
  - 27 a. Sick leave until it is exhausted;
  - 28 b. Vacation leave, saved holiday time, or compensatory time, sequenced at
  - 29 the employee's option, until they are exhausted;
  - 30 c. Leave without pay.
- 31 2. Leave that qualifies under FMLA will be taken in the following order:
  - 32 a. Paid leave until it is exhausted; employees will determine what order paid
  - 33 leave is used;
  - 34 b. Leave without pay.

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

2           a. Vacation leave, saved holiday time, or compensatory time, sequenced at  
3 the employee's option (to the extent allowed by vacation sign-up provisions) until they are  
4 exhausted;

5           b. Leave without pay.

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

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

10           **1. Continuous leave**

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

24           **2. Intermittent leave**

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

32           a. Approve a similar pattern of intermittent use of unpaid leave for a specified  
33 period followed by another evaluation; or

- 1                   b. Put the employee on a work plan to manage the use of leave without pay,
- 2 followed by disciplinary action if the plan is not successfully completed; or
- 3                   c. Proceed with the disciplinary process.

4   **III.    Fitness for Duty**

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

10 **IV.    Disability Insurance and Catastrophic Leave**

11       **A. Disability Insurance**

12           **1. Short term disability**

13           Any full-time employee covered by this Agreement may participate in the short  
14 term disability insurance program developed by the Union and the County (consistent with  
15 carrier contract(s)), the monthly premium to be paid individually through payroll deduction.

16           **2. Long term disability**

17           a. All bargaining unit employees will be covered by a County-paid group long  
18 term disability insurance policy, the provisions of which will be the same as those in the  
19 UNUM group policy available to Multnomah County employees.

20           b. The County will pay for COBRA medical and dental insurance coverage  
21 for a period of up to six months beyond the month in which benefits would normally terminate  
22 for an employee with an approved long-term disability claim. However, employees who "opt  
23 out" of benefits coverage under the provisions of Article 11, "Section I. D." of this Agreement  
24 will not be eligible for continued County-paid coverage under this subsection.

25           c. If proposed by management and approved by the Union, changes in short  
26 term and long term disability insurance coverage will be put into effect.

27       **B. Catastrophic Leave Program**

28           The Parties recognize that a Catastrophic Leave Program has been implemented  
29 which allows the donation of vacation leave or compensatory time to ill or injured employees  
30 who have exhausted all paid leave. This program may be terminated only subject to the  
31 terms and conditions of the implementing Ordinance.



1           3. An employee who is excused or dismissed from jury duty before the end of the  
2 day will report back to work if practicable.

3           4. An employee may be scheduled to work Monday through Friday, eight (8)  
4 hours per day, on day shift, for the duration of jury duty with less than ten (10) days' notice.  
5 An employee may also be returned to his or her pre-jury duty schedule with less than ten  
6 (10) days' notice after jury duty ends. There shall be no additional cost to the County or days  
7 off for an employee as a result of any such schedule change.

8           **B. Subpoenas**

9           1. Time spent serving as a witness in State or Federal Court at the request of the  
10 County will be treated as time worked for pay purposes under the following conditions:

- 11           a. The time served occurs during regularly scheduled working hours; and  
12           b. The employee is subpoenaed to testify; and  
13           c. The employee submits witness fees to Payroll upon receipt.

14           2. Under no circumstances will employees be paid for time spent in a judicial  
15 proceeding or hearing in which they or their Union is the plaintiff or the defendant, unless  
16 they are being defended and indemnified by the County for conduct occurring during the  
17 course of employment.

18           **C. Merit System Council Hearings**

19           Time spent as a plaintiff or witness at a Merit System Council hearing will be  
20 treated as time worked to the extent that it occurs during regularly scheduled working hours.

21           **III. Military Leave**

22           The County acknowledges its obligation under state and federal law to grant paid and  
23 unpaid leave for military training and service. Information about legally mandated military  
24 leave will be made available to employees upon request from the Human Resource Division.

25           **IV. Bereavement Leave**

26           An employee shall be granted not more than three (3) days' leave of absence with full  
27 pay in event of death in the immediate family or immediate household of the employee to  
28 make household adjustments or to attend funeral services. If such funeral is beyond 350  
29 miles, the employee may be granted up to three (3) additional days with pay at the discretion  
30 of his or her supervisor for travel and personal considerations. For purposes of Bereavement  
31 Leave, an employee's immediate family shall be defined as his or her spouse or domestic  
32 partner, parents, step-parents, children, step-children, siblings, step-siblings, grandchildren,

1 grandparents, brothers-in-law, sisters-in-law, and the parents, step-parents, siblings and  
2 step-siblings and grandparents of his or her spouse or domestic partner. Immediate  
3 household shall be defined as any person residing at the employee's residence on a regular  
4 basis.

5 In relationships other than those set forth above, under exceptional circumstances,  
6 such leave of absence may be granted by the Department Director, Sheriff, or District  
7 Attorney, or their designee(s), upon request. Employees may request additional  
8 bereavement leave in accordance with "Section I" of this article.

9 ***V. Personnel Examinations/Interviews***

10 Employees shall be given paid time off for participating in County examinations and  
11 interviews for promotion, demotion, or transfer which occur during their regularly scheduled  
12 shift. However, paid time off will be restricted to examinations and interviews for five  
13 positions per fiscal year.

14 ***VI. Inclement Weather and Natural Disasters Policy***

15 The County reserves the right to establish policy with respect to attendance at work  
16 during inclement weather or a natural disaster, and further reserves the right to determine  
17 whether or not an event qualifies as such an event under the terms of any such policy. Any  
18 time an employee is unable to be at work as scheduled due to such an event, may, at the  
19 employee's discretion, be charged to:

- 20 A. Vacation leave,
- 21 B. Saved Holiday Time,
- 22 C. Compensatory time, or
- 23 D. Leave without pay.

24 Provided, further, however, that an employee who attempts to get to work in such a  
25 County declared event, but is unavoidably delayed, shall not have time charged to one of the  
26 above categories unless he or she is two (2) or more hours late, in which event all time late  
27 will be charged. The provisions of Article 13, "Section II," Right to Compensation for  
28 Regularly Scheduled Hours, will apply to instances in which employees report to work at a  
29 closed facility, or are otherwise specifically notified by the County that their facility is closed,  
30 and the employee is not reassigned.



1                    **d. Three Members/fiscal year**

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

3                    **e. Two Members/fiscal year**

4                    Local 701, Management, Juvenile Custody Workers, IBEW (Local 48),

5 Painters

6                    **f. Membership Role**

7                    • The role of the membership is to:

8                    • Ensure that the County's Health and Welfare Program is aligned with the  
9 County's mission and values;

10                    • Participate in EBB meetings;

11                    • Discuss and make recommendations with regard to County health and  
12 welfare benefits;

13                    • Vote on proposals, if appropriate;

14                    • Attend approved training and educational forums related to Health  
15 Benefits;

16                    • One EBB member per voting membership may be a member of the  
17 International Foundation of Employee Benefits; and

18                    • At the request of the Benefits Administrator, may participate in other EBB  
19 activities.

20                    **g. EBB Administrator and Benefits Administrator Role**

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

23                    The role of the EBB Administrator is to:

24                    • Facilitate the EBB, preside over meetings and propose and implement  
25 any changes;

26                    • Provide a forum and opportunity for training and education of the EBB  
27 members;

28                    • Ensure that the EBB adhere to legal mandates; and

29                    • Provide data as requested by the EBB

30                    The role of the Benefits Administrator is to:

31                    • Ensure that the County's Health and Welfare Program is aligned with  
32 the County's mission and values;

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

12                                   **h. Legal Responsibilities**

13                                   The Health Plan is subject to various legal mandates that protect the benefits  
14 of plan members. These legal mandates create a set of standards that apply to public entities  
15 concerning plan administration, management, or plan design and, in particular, communication of  
16 the benefit plans contents or changes. Only the Human Resources Division Benefits Unit will  
17 have actual legal authority to convey plan documents and benefits to plan members. Other  
18 information issued by EBB shall be for information purposes only and not binding upon the plan.  
19 Changes mandated by law shall be carried out by the Benefit Administrator and discussed with  
20 the EBB prior to implementation.

21                                   **i. Meeting Process**

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

- 25                                   1) Members present,
- 26                                   2) Motions, proposals and their dispositions,
- 27                                   3) Results of all votes and the vote of each member by name and the  
28 organization that they are representing;
- 29                                   4) The substance of any discussion on any matter; and
- 30                                   5) A reference to any document discussed at the meeting.

31                                   The forgoing shall not apply to discussions pertaining to changes to  
32 collective bargaining agreements.

1                   **j. Voting**

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

10                   **k. Proposals**

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

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

23                   **l. Meetings per Calendar Year**

24                   The EBB shall meet at least quarterly (4 times per year). All meetings are  
25 scheduled and notified by the Benefits Administrator. When a vote is on the meeting agenda,  
26 voting members shall be notified 2 weeks in advance of the meeting date, time and place. The  
27 employees who participate shall be given paid release time to attend the meetings.

28                   **m. Health Fund**

29                   The Health Fund will be funded by:

30                   (1) Full-time employees: Monthly contributions paid by Departments for  
31 medical/dental/vision, shall be based on the cost-sharing formula set forth below, as applied to  
32 an initial composite rate of \$663.68 per eligible full time employee effective July 1, 2003.

33                   (2) Part-time employees: Monthly contributions paid by Departments for  
34 medical/dental/vision shall be based on an initial composite rate of \$350.00 per eligible part-time

1 employee effective July 1, 2004. Then in subsequent years the cost-sharing formula set forth  
2 below shall be applied.

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

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

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

9 (6) The health fund balance as of July 1, 2004, shall be equal to the ending  
10 balance reported in the EBB Financial Operations Report for Year Ending June 30, 2004. EBB  
11 Financial Operations reports for years ending June 30, 2004, June 30, 2005, and June 30, 2006,  
12 shall be considered accepted by the EBB membership and the County unless a dispute is raised  
13 within 120 days of distribution. If contributions by the Departments and those of the EBB are  
14 less than the plan expenses for any benefit year, that shortfall will be restored to the Health Fund  
15 in a subsequent plan year and subject to the cost sharing agreement. If contributions in any plan  
16 year are more than the costs and expenses, then those contributions will remain in the Health  
17 Fund and will be used to offset future costs.

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

30 **n. Eligible Employees**

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

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

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

16                   **o. Opt-out Reimbursement**

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

22                   **p. Plan Document**

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

27                   **q. Retirees Health Fund/Benefits**

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

30                   **r. Cost Sharing for Medical/Vision and Dental Plans**

31                   The cost of health insurance is driven by many external factors outside of the  
32 control of the County and the EBB. It is the mutual interest of both parties to ensure that health  
33 care costs are reasonable and somewhat predictable. Sharing costs and building financial  
34 safeguards that protect both the employees and the County from open-ended risk is the

1 objective of the cost sharing agreement. The County and EBB members agree to the following:

2  
3 **July 1, 2004 – Full-time Employees**

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

9  
10 **July 1, 2004 – Part-time employees**

- 11 • The County pays \$350.00.

12  
13 **July 1, 2005 – All employees**

- 14 • The County pays the July 1, 2004 plan year's County departmental contribution rate  
15 (prior to any buy-down), plus  
16 • CPI-W\* of the July 1, 2004 County departmental contribution rate, plus  
17 • 5% of the monthly Kaiser medical premium in February of 2005, plus  
18 • 50% of any remaining increase.

19  
20 **July 1, 2006 – All employees**

- 21 • The County pays the July 1, 2005 plan year's County departmental contribution rate  
22 (prior to any buy-down), plus  
23 • CPI-W\* of the July 1, 2005 County departmental contribution rate, plus  
24 • 5% of the monthly Kaiser medical premium in February of 2006, plus  
25 • 50% of any remaining increase.

26  
27 If in any plan year the self-funded plan premium equivalents and Kaiser dental plan  
28 increases are less than CPI-W, and/or the Kaiser medical premium increase is less than CPI-W  
29 plus 5%, that portion of the County contribution will go toward building the Health Fund.

30  
31 \*CPI-W is defined as the annual percent increase in CPI Portland Urban Wage Earners and  
32 Clerical Workers Cost of Living Index- Second Half.

33  
34 Employees will pay no more than 10% of the total premium costs in any plan  
35 option and any coverage level unless agreed to by the EBB. To the extent the employee's

1 contribution exceeds 10% of the premium, the County will pay the premium excess above the  
2 10% from sources outside of the Health Fund. Employee's contribution shall be based upon a  
3 tiered structure with each plan experience rated separately.

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

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

11 **s. LTD/STD**

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

14 **t. Summary of Governance and Long Term Resolutions**

15 With this agreement, it is the intent of the parties to work towards  
16 developing a cooperative labor-management forum for managing Multnomah County  
17 employees' health and welfare benefits. This initial three year agreement begins a process  
18 where a more responsive forum than previously available can study, evaluate and modify the  
19 health and welfare benefits for employees. This forum will allow the EBB to effectively  
20 address the impact of technology, the escalation of costs, legal mandates, and the need for  
21 quality health care. If at such time in the future, the EBB is unable to meet its goals and  
22 objectives, thus not meeting the interests of the County or participating unions, the EBB may  
23 be dissolved by resolution or by withdrawal of members. It is the intent of the EBB to  
24 incorporate this agreement into each collective bargaining agreement of participating  
25 bargaining units, subject to the ratification of this agreement by each bargaining unit.  
26 Nothing in this Governance Agreement is intended to: waive or modify the rights of  
27 participating labor organizations to bargain collectively over health and welfare benefits for  
28 their members, at the expiration of this agreement, or prevent withdrawal from this  
29 governance agreement, at the expiration of this agreement. Any labor organization that  
30 withdraws from this Governance Agreement, at the expiration of this agreement, shall lose its  
31 rights to participate in, or vote on, matters governed by the EBB.

32 In the event that there is a conflict between Section 1(A) above and/or any  
33 other section of this Article and governance structure of December 21, 2000, the governance  
34 structure language as accepted by the Union on March 22, 2001 shall supersede.

1           **B. Part-time employees**

2           Part-time employees who work full time (at least .8 FTE) for six consecutive pay  
3 periods will be reimbursed, as if they were entitled to full time benefits (does not include  
4 Major Medical Plan Option reimbursement), for premium payments made to the County for  
5 those payroll periods, adjusted for taxes. However, such payment will be made only upon  
6 written request within 90 days of the last payroll period of full-time work.

7           **C. Retirees**

8           Provisions governing retiree participation in County medical and dental plans are  
9 in Article 16, "Section V.

10           **D. "Opt-out": Cash in Lieu of Medical/Vision Benefits**

11           **1. "Opt-out" payment amounts**

12           **a. Full-time employees**

13           Full-time employees may elect to "opt-out" of County medical/vision  
14 benefits coverage, per the provisions of Section I.A.(o) of this article. Full-time employees  
15 who "opt out" of medical/vision benefits coverage may still receive dental benefits; a dental  
16 benefits "opt-out" payment is not available.

17           **b. Part-time employees**

18           Part-time employees who certify themselves as covered under another  
19 medical/vision plan may elect to "opt-out" of County medical/vision benefits coverage per the  
20 provisions of Section I.A.(o) of this article. Part-time employees may opt out of medical/vision  
21 coverage and still elect County dental coverage by paying for one half of the premium for  
22 such coverage

23           **2. Loss of non-County coverage**

24           If an employee who has "opted out" of County coverage loses his or her  
25 non-County coverage, he or she may enroll in the County plan within ninety (90) days of  
26 losing the non-County coverage based upon a qualifying event as prescribed by the Plan  
27 document can do so without waiting for the annual Open Enrollment period. County  
28 coverage will be effective the first day of the month following receipt of the enrollment form  
29 by Employee Benefits.

30           **E. Default Enrollment**

31           Full time employees who fail to submit an enrollment form for "Opt-out" or for  
32 the medical/vision and dental benefits plans described in "Section I.A" above within 31 days  
33 of hire or at other times as determined by the Employee Benefits Office will be enrolled in the  
34 County's Major Medical Plan and ODS dental plan by default. Default plans may be other

1 than Major Medical Plan and ODS dental plan, if so authorized by the Employee Benefits  
2 Board process. Eligible dependents of such employees may be enrolled in the same plans if  
3 the employee submits application within 15 days of receiving notice of his or her default  
4 enrollment. Part-time employees shall be enrolled in the Major Medical Plan or its  
5 authorized successor.

6 **F. Eligible Dependents**

7 **1. Spouses and domestic partners**

8 **a. Enrollment**

9 Employees may enroll spouses and domestic partners in County  
10 medical and dental plans upon completion of the County's Affidavit of Marriage or Domestic  
11 Partnership and applicable enrollment forms. Enrollment times and other procedures for  
12 administration of the medical/vision and dental insurance plans shall be applied to  
13 employees with domestic partners in the same manner as to married employees to the  
14 extent allowed by the law. Spouses and domestic partners must be enrolled in the same  
15 plan as the employee.

16 **b. Definitions**

17 **i.** A "spouse" is a person to whom the employee is married under  
18 Oregon law.

19 **ii.** A "domestic partner" is a person with whom the employee:

20 • Jointly shares the same permanent residence for at least six  
21 months immediately preceding the date of signing an Affidavit of Marriage or Domestic  
22 Partnership; and intends to continue to do so indefinitely, or if registered with the Multnomah  
23 County partnership registry, the six month waiting period is waived; and

24 • Has a close personal relationship.

25 In addition, the employee and the other person must share the  
26 following characteristics:

27 • Are not legally married to anyone;

28 • Are each eighteen years of age or older;

29 • Are not related to each other by blood in a degree of kinship  
30 closer than would bar marriage in the State of Oregon;

31 • Were mentally competent to contract when the domestic  
32 partnership began;

33 • Are each other's sole domestic partner;

1 • Are jointly responsible for each other's common welfare  
2 including "basic living expenses" as defined in the Affidavit of Marriage or Domestic  
3 Partnership.

4 **c. Termination of coverage**

5 Employees must remove a spouse or domestic partner from coverage  
6 within 90 days of divorce, or annulment, or dissolution of the domestic partnership.  
7 **Employees who fail to remove an ineligible spouse or domestic partner within 90 days**  
8 **will be required to reimburse the County for claims paid after the 90 day window, or be**  
9 **taxed on the benefit, or both as determined by the Benefits Administrator guidelines**  
10 **and procedures.**

11 **2. Children**

12 **a. Enrollment**

13 Eligible children of the employee or the employee's spouse or domestic  
14 partner may be enrolled in the medical and dental insurance plans described in "Section I".  
15 Children must be enrolled in the same plans as the employee.

16 **b. Definition**

17 "Eligible children" includes any unmarried biological or adoptive child  
18 under the age of 23 who is a dependent under the federal tax code and chiefly supported; or  
19 a court appointed ward; or anyone under the age of 23 for whom the employee is required by  
20 court order to provide coverage. "Eligible children" may also include dependent children over  
21 the age of 23 who became permanently disabled prior to the age of 23, and the children of  
22 children who are currently enrolled.

23 **c. Termination of coverage**

24 Employees must remove from coverage a child who has become ineligible  
25 because he or she is 23 years old, or for any other reason within 90 days of disqualification.  
26 **Employees who fail to remove an ineligible child within 90 days of disqualification will**  
27 **be required to reimburse the County for and claims paid after the 90 day window, or be**  
28 **taxed on the benefit, or both as determined by the Benefits Administrator guidelines**  
29 **and procedures.**

30 **G. When Benefits Coverage Begins and Ends**

31 **1. Coverage for new employees**

32 **a. Medical and Dental Benefits**

33 The employee and eligible dependents will be covered by medical and  
34 dental benefits the first day of the month following hire, provided the employee has submitted

1 an enrollment form to the Employee Benefits office prior to that date. Employees who  
2 submit a form after the first day of the month following hire, but within 31 days of hire, will be  
3 covered the first day of the month following receipt of the form by Employee Benefits Office.  
4 Employees who do not submit a form within 31 days of hire will be covered the first day of  
5 the month following default enrollment.

6 **2. Benefits coverage for terminating employees**

7 **a. Retirees**

8 **i. County-subsidized coverage**

9 Benefits options for retirees are provided for in Article 16, "Section V".

10 **ii. Unsubsidized benefits**

11 Retirees may continue to participate in County medical and dental  
12 benefits plans on a self-pay basis as mandated by law.

13 **b. Other terminating employees**

14 **i. County-subsidized coverage**

15 If the employee's last regularly scheduled work day in pay status falls  
16 on or before the fifteen (15th) day of the calendar month in which the employee's County  
17 employment terminates, medical/vision and dental benefits toward which the County has  
18 contributed will lapse at the end of that calendar month. If such work day in pay status falls  
19 after the fifteen (15th) of the calendar month in which the employee's County employment  
20 has terminated, coverage toward which the County has contributed will lapse at the end of  
21 the following calendar month. (Example: Employee A's last day is July 15. Employee A's  
22 coverage toward which the County has contributed will lapse July 31. Employee B's last day  
23 is July 16. Employee B's coverage toward which the County has contributed will lapse  
24 August 31.)

25 **ii. Unsubsidized benefits**

26 Terminating employees may continue to participate in County medical  
27 and dental benefits plans on a self-pay basis as mandated by law.

28 **3. Employees on unpaid leaves of absence**

29 **a. Leaves of less than 30 days**

30 Employees' benefits coverage will not be affected by unpaid leaves of  
31 absence of less than 30 days' duration.

32 **b. FMLA/OFLA leaves**

33 The County will contribute toward medical/vision insurance coverage  
34 during unpaid FMLA/OFLA leave as required by law. During unpaid FMLA, the County will

1 contribute to the same benefit plan elected by the employee prior to the approved leave.  
2 During unpaid OFLA leave only, the County will not contribute toward medical/vision/dental  
3 insurance coverage. In addition, the County will continue the same plan and monthly  
4 contributions toward dental insurance coverage as long as legally required contributions  
5 toward medical/vision coverage continue. If the employee remains on unpaid leave for more  
6 than 30 days after FMLA/OFLA leave is exhausted, the leave will be treated as an unpaid  
7 leave of absence per "Subsection c.i" below, except that the last day of FMLA/OFLA leave  
8 will be deemed the employee's last day in pay status.

9 **c. Non-FMLA/OFLA unpaid leaves**

10 **i. Lapsing of County-subsidized coverage**

11 If the employee's last regularly scheduled work day in pay status falls  
12 on or before the fifteen (15th) day of the calendar month coverage toward which the County  
13 has contributed will lapse at the end of that calendar month. If such work day in pay status  
14 falls after the fifteen (15th) of the calendar month, coverage toward which the County has  
15 contributed will lapse at the end of the following calendar month. (Example: Employee A  
16 goes on non-FMLA/OFLA unpaid leave effective July 15. Employee A's coverage toward  
17 which the County has contributed will lapse July 31. Employee B goes on non-FMLA/OFLA  
18 unpaid leave July 16. Employee B's coverage toward which the County has contributed will  
19 lapse August 31.)

20 **ii. Unsubsidized benefits**

21 Employees may continue to participate in County medical and dental  
22 benefits plans on a self-pay basis as mandated by law.

23 **iii. Continuation of benefits upon return from a leave of absence**

24 **without pay**

25 **(a)** Employees returning from a leave of absence without pay will be  
26 reinstated to the same medical and dental plans (or successor plans) they had when they  
27 left. If they return from leave the first day of the month, coverage will be in effect upon their  
28 return from leave; otherwise, coverage will be in effect the first day of the month following  
29 their return from leave.

30 **(b)** Employees returning from unpaid non-FMLA/OFLA leave in the  
31 following July to June plan year may enroll in different plans within 31 days of their return. If  
32 enrollment forms are received on the first day of the month, the changes will be effective that  
33 day; otherwise, changes will be in effect the first day of the month following receipt of the  
34 forms.

1 **II. Other Benefits**

2 **A. Flexible Spending Accounts**

3 **1. Medical expenses**

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

8 **2. Dependent care expenses**

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

13 **B. Life Insurance**

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

19 **C. Emergency Treatment**

20 Employees will be provided with emergency treatment for on-the-job injuries, at  
21 no cost to the employees, and employees as a condition of receipt of emergency treatment,  
22 do agree to hold the County harmless for injuries or damage sustained as a result thereof, if  
23 any. Employees further will promptly sign an appropriate Workers' Compensation claim form  
24 when presented by the employer.

25 **D. Disability Insurance**

26 Disability insurance benefits are provided for under Article 9. Sick Leave,  
27 "Section IV".

28 **III. Successor Insurance Plans**

29 In the event that either party elects to terminate the Employee Governance Structure  
30 in accordance with the Governance Structure guidelines, or any of the above insurance plans  
31 are no longer provided by the County, the County, following consultation with the EBB,  
32 agrees to provide to affected employees a substitute plan of the same service delivery type,  
33 if available, at substantially the same or a better benefit level. It is recognized that in

1 accordance with Section I.A. (Employee Benefits Board) of this article that insurance plans  
2 may be modified, plans added and plans eliminated during the term of this agreement.

3 **IV. Retiree Life Insurance**

4 Retirees of Multnomah County who have at least to (10) years of County service will  
5 be provided with two thousand dollars (\$2000) term life insurance coverage during the period  
6 of the time they receive pension benefits.



1 **IV. Supplemental Benefits**

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

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

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

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

19 **V. Denied Claims**

20 **A.** If a Workers' Compensation claim is denied, the employee's absence from work  
21 due to illness or injury shall, to the extent not compensated as Workers' Compensation time  
22 loss, be subject to the provisions of Article 9, Sick Leave.

23 **B.** If a Workers' Compensation claim, which has been denied, is later held  
24 compensable upon appeal, any time loss benefits shall be reimbursed by the employee to  
25 the County and the employee's sick leave account credited with an equivalent number of  
26 days.

27 **C.** If an employee's Workers' Compensation claim is under appeal, and he or she is  
28 no longer entitled to medical/dental coverage under Article 11, Health and Welfare, he or she  
29 will be entitled to continued coverage under federal COBRA law. The duration of such  
30 coverage will be for six (6) months or the legally mandated period, whichever is greater,  
31 provided that the employee continues to be eligible and pays the premiums as required.

1           D. If a denied claim is later held compensable upon appeal, the employee will be  
2 entitled to:

3           1. Reimbursement of any premiums paid to the County for medical/dental  
4 benefits, and

5           2. Any supplemental benefits not paid in accordance with "Section IV" of this  
6 Article.

7       **VI.    Benefits**

8           A. The County shall continue to provide medical and dental benefits for an employee  
9 with a compensable claim and his or her dependent(s) from the first day of occupational  
10 disability, subject to the limitations of Article 11, Health and Welfare, if any, for a period of  
11 one year or such longer period as may be required by law.

12          B. The County shall continue to make retirement contributions, based upon the  
13 appropriate percentage of the gross dollar amount of supplemental benefits paid, throughout  
14 the period that the employee receives such benefits.

15       **VII.   Borrowing of Sick Leave**

16          Nothing in this Article may be construed to permit borrowing of sick leave not accrued  
17 by and available to the employee.

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1  
2 **ARTICLE 13**  
3 **WORK SCHEDULES**

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4 ***I. Posting of Work Schedules***

5 Work schedules showing work days and hours of work will be posted on bulletin  
6 boards or otherwise made accessible to employees at all times. Management may change  
7 work schedules with ten (10) days' notice to affected employees, and with less notice in the  
8 following circumstances:

- 9 **A.** Such notice is voluntarily waived in writing by the employee(s); or  
10 **B.** For the duration of an emergency.

11 ***II. Right to Compensation for Regularly Scheduled Hours***

12 An employee who reports to work as scheduled and is excused from duty for lack of  
13 work, or is specifically directed by his or her supervisor or manager not to report to work, will be  
14 paid at his or her regular rate for the hours he or she was scheduled to work.

15 ***III. Work Days and Days Off***

16 **A. Scheduling Requirements**

17 **1. Employees working 40 hours per week**

18 a. Employees working five (5) eight (8) hour days a week will be scheduled  
19 to work five (5) consecutive days with two (2) consecutive days off.

20 b. Employees working four ten (10) hour days a week will be scheduled to  
21 work four (4) consecutive days with three (3) consecutive days off.

22 **2. Employees working less than 40 hours per week**

23 Employees working less than forty (40) hours per week will be scheduled to  
24 work no more than five (5) days a week, and at least two (2) of their days off must be  
25 consecutive.

26 **B. Changing Scheduled Days of Work and Days Off**

27 **1. Voluntary changes**

28 Changes of work days and days off will be considered voluntary if they occur  
29 at the employee's request or as a result of shift bidding. During the fourteen (14) day period  
30 following the transition from one schedule of work days and days off to another, the

1 provisions of "Section III.A" above will not apply, and, for example, the employee may have  
2 split days off. During the transition period, employees whose schedule change would result  
3 in the employee working less than his or her scheduled FTE during the pay period, may  
4 volunteer to work additional hours. Management will attempt to provide additional hours  
5 provided such additional hours, would not result in overtime pay.

## 6 **2. Shift Trading**

7 Shift trading is defined as trading time, hour for hour, and shall be allowed  
8 provided that:

- 9 1. Exchanges do not conflict with the department's operational needs;
- 10 2. Exchanges do not require involuntary scheduling changes on the part of  
11 other employees;
- 12 3. Exchanges do not make the County liable for overtime pay under the  
13 FLSA or contract.

14 The Department will develop procedures for requesting, approving, and  
15 tracking shift trades, subject to approval of the County HR Director.

## 16 **3. Involuntary changes**

17 Changes of work days and days off will be considered involuntary if they occur  
18 at the discretion of management. In addition to the provisions which apply to voluntary  
19 changes, the following will apply during the fourteen day transition period:

20 a. Employees who are scheduled to work more than five days in a row  
21 without a day off will be paid at the time-and-a-half rate for all hours worked on the sixth and  
22 subsequent days until their next scheduled day off. Days worked immediately prior to the  
23 transition period will be included in the five (5) day requirement of this subsection

24 b. No employee normally scheduled to work forty (40) hours per week shall  
25 be paid for less than eighty (80) hours in a semimonthly pay period as a result of the  
26 application of the provisions of this subsection, except that in the second pay period in  
27 February this minimum shall be seventy (70) hours.

## 28 **IV. Scheduling the Work Day**

### 29 **A. Normal Work Day**

#### 30 **1. Employees working forty hours a week**

31 a. Employees working forty (40) hours per week on a five (5) day per week  
32 work schedule shall work eight (8) consecutive hours per day excluding the meal period.  
33 Employees on a continuous duty schedule per "Section C.3" below shall work eight (8)

1 consecutive hours per day including the meal period.

2           **b.** Employees working forty (40) hours per week on a four (4) day per week  
3 work schedule shall work ten (10) consecutive hours per day excluding the meal period.  
4 Employees on a continuous duty schedule per "Section C.3" below shall work ten (10)  
5 consecutive hours per day including the meal period.

6           **2. Employees working less than forty hours a week**

7           Employees working less than forty (40) hours a week will be scheduled to  
8 work four (4) or more consecutive hours a day. Any meal periods to which the employee is  
9 entitled will be on unpaid time, unless the employee is on a continuous duty schedule per  
10 "Section C.3" below.

11           **B. Breaks**

12           Breaks provided for in this section will be on paid time.

13           **1. During the normal work day**

14           **a. Employees working six or more hours a day**

15           Employees scheduled to work six (6) or more hours a day are entitled to a  
16 fifteen (15) minute break during the first half of the work day, and another during the second  
17 half, provided that the break in the second half of the work day is required only if the  
18 employee is scheduled to work more than two (2) hours after the previous break or meal  
19 period. Breaks for employees scheduled to work eight (8) or ten (10) hours in a day will be  
20 scheduled at the middle of each half of the work day whenever practicable.

21           **b. Employees working fewer than six hours a day**

22           Employees scheduled to work fewer than six (6) hours a day are entitled  
23 to one fifteen (15) minute break to be scheduled by management.

24           **2. While working overtime**

25           Employees scheduled to work eight (8) or more hours who are expected to  
26 work one and a half or more hours after their scheduled quitting time are entitled to a fifteen  
27 (15) minute break at the end of their regularly scheduled work day.

28           **3. While on a continuous duty schedule**

29           Breaks for employees on a continuous duty schedule are covered in "Section  
30 C.3" below.

31           **C. Meal Periods**

32           **1. Entitlement to a meal period**

33           The work schedules of employees working more than six (6) hours in a work  
34 day will include a meal period. An employee who has worked eight (8) or more hours in a

1 work day and who works two (2) hours beyond his or her regular quitting time is entitled to a  
2 second meal period.

3 **2. Unpaid meal periods**

4 Meal periods are on unpaid time unless the provisions of "Subsection 3" below  
5 apply.

6 **a. Length of the meal period**

7 Employees will be scheduled for a thirty (30) minute meal period unless  
8 they request and management approves a one-hour meal period.

9 Management may rescind approval for a one-hour meal period, subject to the provisions for  
10 changing work schedules in "Section I" above.

11 **b. Scheduling**

12 i. The meal period for employees working eight (8) or more hours will be  
13 scheduled in the middle of the work day whenever practicable.

14 ii. When a one-hour meal period is requested and approved,  
15 management will make adjustments to the employee's starting and/or quitting time, subject to  
16 the provisions for changing work schedules in "Section I" above.

17 **3. Paid meal periods: continuous duty schedules**

18 Management may assign employees performing duties which do not lend  
19 themselves to duty free breaks and meal periods to a continuous duty schedule. Any such  
20 assignment shall be in writing with a copy provided to the Union and the Labor Relations  
21 Manager. Meal periods for such employees will be on paid time. The scheduling of meal  
22 periods and breaks for affected employees will be based solely on management judgment of  
23 the need for supervision of clients or involvement in other continuous duty, or may be on an  
24 "as time is available" basis. Continuous duty employees may not be relieved of duty during  
25 their work day, and may have to take their meals and their breaks while supervising clients or  
26 attending to other duties. Any meal periods or breaks may be interrupted or missed without  
27 additional compensation.

28 **V. Flexible Work Schedules**

29 **A. Exceptions to the Requirements of this Article**

30 Greater flexibility in work scheduling than is otherwise provided for in this article,  
31 which benefits employees and the County, may be implemented, provided that such  
32 schedules are in writing, and are agreed upon by the Union and the Labor Relations  
33 Manager. A copy of any such agreed upon schedules shall be provided to all directly

1 affected employees.

2 **B. Employee Requests for Substitution of Hours Within a Work Week**

3 Employees may request to work fewer hours than scheduled on one day in an  
4 FLSA work week and make up for those hours by working an equivalent number of additional  
5 hours on another day or days in the same FLSA work week. Such scheduling is subject to  
6 the approval of management, and regardless of any other provisions of this Agreement, will  
7 not result in overtime pay.

8 **VI. Uniform Time Charging Provisions**

9 **A. Rounding Rule**

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

- 13 1. 0 - 7 minutes rounds to 0 hours
- 14 2. 8 - 15 minutes rounds to 1/4 hour

15 **B. Applications**

16 **1. Lateness**

17 Employees who are less than 8 minutes late are not required to make up the  
18 missed minutes and shall be paid for a full shift without charge to a leave account.  
19 Employees who are more than eight (8) minutes late may be charged paid leave for time late  
20 or may be allowed to flex time at the manager's discretion. Being late to work continues to  
21 be subject to discipline up to and including dismissal.

22 **2. Working over**

23 An employee who works over less than eight (8) minutes shall not be  
24 compensated. An employee who works eight (8) to fifteen (15) minutes over shall be  
25 compensated one quarter (1/4) of an hour at the appropriate rate of pay in accordance with  
26 Article 14, Compensation.

27 **3. Leaves**

28 Late and early return from leaves shall be subject to the same rounding  
29 practice as specified above.

30 **4. Work day**

31 The above provisions shall not be construed as a right for management to  
32 extend the end of the working day beyond the normally scheduled ending time.

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1  
2 **ARTICLE 14**  
3 **COMPENSATION**

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4 ***I. Wage Adjustments***

5 **A. September 1, 2005**

6 Effective September 1, 2005, the rates and ranges of employees covered by this  
7 Agreement shall be increased three percent (3%). Employees covered by this Agreement shall  
8 be compensated in accordance with the wage schedules attached to this Agreement as  
9 Addendum A, Table I (Wage Rates Effective July 1, 2005), and Table II (Wage Rates Effective  
10 September 1, 2005), which by this reference are incorporated herein.

11 **B. July 1, 2006**

12 Effective July 1, 2006, the rates and range of employees covered by this  
13 Agreement shall be increased by the percentage increase in the CPI for Portland Urban  
14 Wage Earners and Clerical Workers Index for the second half of 2004 to the second half of  
15 2005, as reported in January 2006. The minimum percentage increase shall be no less than  
16 two percent (2%) and the maximum percentage increase shall be no more than five percent  
17 (5%).

18 ***II. Pay Periods***

19 Employees shall be paid on a twice a month basis. The pay periods shall be the 1st  
20 through the 15th of each month and the 16th through the end of each month. Employees will  
21 be paid on the 15th of each month for hours worked during the second pay period of the  
22 preceding month, and on the last business day of each month for hours worked during the first  
23 pay period of that month; provided, however, that if either date falls on a Saturday, Sunday, or  
24 Holiday, the pay date will be the preceding business day.

25 ***III. Minimum Pay for Reporting to Work Outside of Regularly Scheduled***  
26 ***Hours***

27 **A. Reporting After Hours/Scheduled Day Off**

28 Any employee who returns to work at the direction of management outside his or  
29 her regularly scheduled working hours or on a scheduled day off, shall be paid for a minimum  
30 of four (4) hours at the straight time, time-and-a-half, or double time rate according to the

1 provisions of "Section IV" below; provided that an employee who stays at work at the end of  
2 his or her scheduled work day or who begins his or her scheduled work day early shall not be  
3 eligible for this minimum. It is the understanding of the parties that the four-hour period for a  
4 call-in commences with the acceptance of the call-in assignment and ends four (4) hours later.

5 **IV. Overtime**

6 **A. Time and One-Half**

7 Employees will be compensated at the rate of one and one-half (1-1/2) times their  
8 normal hourly rate of pay for additional time worked as follows:

- 9 1. In excess of eight (8) hours in any work day for a five (5) day, forty (40) hour  
10 a week employee; or  
11 2. In excess of ten (10) hours in any work day for a four (4) day, forty (40) hour  
12 a week employee; or  
13 3. In excess of forty (40) hours in any FLSA work week.

14 **B. Double Time**

15 All work performed on a full-time employee's scheduled second or third day of rest  
16 will be paid at the rate of two (2) times the employee's regular rate of pay, provided that an  
17 employee who has refused to work a full shift on the employee's first scheduled day of rest  
18 will be paid at the rate of one-and-one-half (1-1/2) times his or her normal rate.

19 **C. Overtime Administration**

20 **1. Computation of overtime - holidays and leaves**

21 When computing overtime, paid holidays and leaves with pay taken during the work  
22 week shall be considered as time worked.

23 **2. Equal distribution of overtime work**

24 Overtime work shall be distributed as equally as practicable among employees  
25 working within the same job classification within each work unit providing they have indicated  
26 in writing to their supervisor a desire to work overtime.

27 **3. No discrimination**

28 There shall be no discrimination against any employee who declines to work  
29 overtime. Overtime work shall be voluntary except in cases where the public health, safety  
30 and welfare may be jeopardized.

31 **4. Discipline for unauthorized overtime**

32 Employees working unauthorized overtime may be subject to discipline.

33 **5. No suspending work to avoid overtime**

1 Employees shall not be required to suspend work during regular hours to avoid  
2 overtime.

3 **6. Compensatory time**

4 Compensatory time may be accrued by agreement between the County and the  
5 employee with the following limitations. Specifically, in lieu of overtime pay, an employee may,  
6 with supervisory approval, elect to accrue compensatory time off equal to the applicable  
7 overtime rate for each hour of overtime worked, provided:

8 a. The maximum allowable accumulation of compensatory time off shall be  
9 eighty (80) hours.

10 b. Accrued compensatory time off may be used at the discretion of the  
11 employee with the supervisor's consent.

12 c. In the event the employee terminates for any reason, accrued  
13 compensatory time shall be paid off in cash to the employee or his or her heirs.

14 d. Flexibility during the work week made at the employee's request is not  
15 subject to this section and is solely governed by Article 13, "Section V.B."

16 **V. Shift Differential**

17 **A. Payment of Shift Premiums**

18 **1. Hours and amounts**

19 The County and the Union recognize that a workweek may contain three (3) different  
20 shifts: day, swing, and graveyard. The County agrees to pay the following shift premium pay in  
21 addition to the established wage rate to employees who are scheduled to work eight (8) or  
22 more hours in a workday:

23 **a. Swing shift premium**

24 An hourly premium of seventy-five cents (75¢) to employees for all hours  
25 worked on shifts beginning between the hours of twelve (12) noon and seven (7) p.m.; or

26 **b. Graveyard shift premium**

27 An hourly premium of one dollar (\$1.00) to employees for all hours worked  
28 on shifts beginning between the hours of seven (7) p.m. and six (6) a.m., provided that the  
29 employee was not called in early to a shift normally scheduled to begin after six (6) a.m.; or

1                   **c. Relief shift premium**

2                   An hourly premium of one dollar (\$1.00) to employees for all hours worked  
3 in the workweek while assigned to a relief shift.

4                   **2. Definition of relief shift**

5                   A relief shift occurs when an employee's workweek does not contain four (4)  
6 like shifts, i.e., four (4) day shifts; four (4) swing shifts; or four (4) graveyard shifts. Employees  
7 assigned to a relief shift schedule are exempt from the provisions of Article 13, "Section I;"  
8 however, such employees must be given at least a twenty-four (24) hour notice of shift  
9 assignment.

10                  **B. Inclusion of Shift Differentials in Wages**

11                  **1. Inclusion in overtime rate**

12                  When computing the overtime rate due an employee receiving shift differential pay,  
13 such pay must be included in the overtime rate.

14                  **2. Inclusion in sick and vacation pay**

15                  Shift differentials shall continue to apply to all hours paid including sick leave or  
16 vacation hours if they occur during the employee's normally scheduled shift.

17                  **3. Shift pay disallowed for voluntary single shift change**

18                  Employees are not entitled to shift differential pay for a single shift change that  
19 is done at the request of and for the benefit of the employee.

20 **VI. Auto Allowance and Compensation**

21 Auto allowance and compensation shall be paid pursuant to Addendum C.

22 **VII. Deferred Compensation Plan**

23 Subject to applicable federal regulations, the County agrees to provide a deferred  
24 compensation plan that provides for payment at a future date for services currently rendered  
25 by the eligible employee.

26 **VIII. Overpayments and Payments in Violation of Contract**

27 Any employee receiving unauthorized payments has the obligation to call such error to  
28 the attention of his or her supervisor.

29 **A. Unauthorized Overpayments**

30 Any employee who receives payments to which they are not entitled, including but  
31 not limited to premium pay, shift differential, overtime pay, step increases, or any other salary,

1 wage, or reimbursement which is not authorized by this contract or County Personnel Rules,  
2 and which the employee knew or reasonably should have known they were not entitled to  
3 receive, shall reimburse the county for the full amount of the overpayment.

4 **B. Payments in Error**

5 When an employee receives payments due to a clerical, technical, or computer  
6 error, through no fault of the employee and where the employee did not and could not  
7 reasonably have known that the error occurred, the employee will only be liable for and the  
8 County shall only recover the overpayment for a period of 180 days preceding the date of  
9 discovery of the error.

10 **C. Repayment to the County**

11 As soon as the overpayment is known, the County will make every effort to recover  
12 overpayments, as specified in subsections A or B above, by payroll deduction over a  
13 reasonable period of time as determined by the County Human Resources Director.

14 **D. Repayment to the Employee**

15 Where an error occurs which results in a negative impact on the employee, upon  
16 notification by the employee and verification by the payroll division, payment in correction of  
17 the error shall be made in the employee's paycheck for the current pay period.

18 **IX. Voluntary Standby Pay**

19 Employees on a regular work schedule may volunteer to be placed on "standby" duty  
20 beyond their regularly scheduled workday or workweek and may be assigned an answering  
21 device for standby purposes to avail themselves of the opportunity to receive additional pay.  
22 Any such employee on voluntary standby status may refuse to report if called.

23 **X. Premium Pay and Computation**

24 When computing the overtime rate or vacation or sick leave pay due an employee  
25 receiving premium pay, including shift differential as provided above, such premium pay must  
26 be included when the employee is regularly assigned to premium work.

27 **XI. Waiver of State Overtime Requirements**

28 To the extent allowable by law, the provisions of this Article and other provisions of this  
29 Agreement constitute an express waiver of ORS 653.268 as provided by ORS 653.269 (5)(b).  
30 Copies of the above cited statutes are available upon employee request to the Labor Relations  
31 Section.

1 **XII. Bilingual Pay**

2 A differential of four percent (4%) over base rate will be paid to employees in  
3 positions which specifically require, and who have been directed to translate to and from  
4 English to another language (including the use of sign language), as a condition of  
5 employment. The proficiency level for interpretation and translation skills will be assigned by  
6 management and contained in an employee's individual position description.

7 **XIII. Intake Pay**

8 A differential of three percent (3%) over base rate will be paid to employees  
9 designated by management as intake workers. The differential will be paid once even if an  
10 employee performs intake in more than one area. Management reserves the right to  
11 designate intake workers, determine qualifications, and remove the designation with ten (10)  
12 days notice.

13 **XIV. Training Pay**

14 A differential of three percent (3%) over base rate will be paid to employees  
15 designated by management as trainers. The differential will be paid once even if an  
16 employee trains in more than one area. Management reserves the right to designate trainers,  
17 determine qualifications, and remove the designation with ten (10) days notice.

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1  
2 **ARTICLE 15**  
3 **CLASSIFICATIONS AND PAY RANGES**

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4 ***I. Wage Schedule***

5 Employees covered by this Agreement shall be compensated in accordance with the  
6 Wage Schedule attached to this Agreement as Addendum A, which by this reference is  
7 incorporated herein, and as modified by Article 14.

8 ***II. Step Placement and Seniority Dates***

9 **A. New Employees and Rehires**

10 1. A rehire is an employee who has terminated permanent employment with the  
11 County, and is subsequently selected to occupy a permanent position from a civil service list.  
12 (Former employees who return to permanent County employment without being selected  
13 from a list are not rehired, but reinstated. See "Section II.D.1" below.)

14 2. New employees and rehires will be paid at the minimum rate in the range for  
15 their classification unless a higher rate is approved by the Central Human Resources  
16 Manager or his or her designee.

17 3. The seniority date and step increase date for wage increases for new  
18 employees will be the date of permanent appointment, and the date for rehires will be the  
19 most recent date of permanent appointment. However, the seniority date for new employees  
20 and rehires will be adjusted to reflect any additional seniority credit, such as credit for  
21 temporary service in classification, which they receive under the provisions of Article 21.

22 **B. Step Increases**

23 An employee not at the maximum of his/her pay range shall receive an  
24 anniversary step increase upon the completion of one year of service at the current step.  
25 Time in service is measured in accordance with Article 21. (Note that Article 21, "Section  
26 II.B.1" provides, "Part-time work within the same or equivalent classification will count on a  
27 full-time basis.")

28 **C. Promotion**

29 **1. Definition**

30 A promotion is an appointment to a classification with a higher top step than in  
31 the preceding classification.

1                   **2. Pay adjustments upon promotion**

2                   a. The base pay of a newly promoted employee will be at least one step  
3 higher than his or her base pay in the lower classification, unless such an increase puts him  
4 or her beyond the top of the higher range. A one step increase is defined as the percentage  
5 difference between the final two steps of the lower range.

6                   b. If the employee's base pay in the lower range plus one step increase is  
7 lower than the first step in the higher range, the employee will be paid at the first step rate.

8                   c. If the employee's base pay in the lower range plus one step increase is  
9 higher than the top step in the higher range, the employee will be paid at the top step rate.

10                  d. If the employee's base pay in the lower range plus one step increase falls  
11 within the higher range, the employee will be paid at the step rate which represents at least a  
12 one step increase, but less than a two step increase in base pay.

13                  e. The rate of pay upon promotion for lead workers who have received lead  
14 pay continuously for a year or more immediately prior to the promotion will be calculated as if  
15 the lead pay were part of the base rate.

16                   **3. Step increase date upon promotion**

17                  The employee's step increase date for wage increases will be the date of  
18 appointment to the higher classification, unless the employee receives additional seniority  
19 credit, such as credit for temporary service in the higher classification, per the provisions of  
20 Article 21.

21                   **4. Failure to complete probationary period after promotion**

22                  a. When a regular employee is promoted and does not complete the  
23 probationary period for that classification, he or she shall be reinstated to the Juvenile  
24 Custody Service Specialist Classification.

25                  b. The employee will be placed at the same step in the old range that he or  
26 she would have been on but for the promotion.

27                  c. The step increase date for wage increases will revert to the anniversary  
28 date in effect prior to the promotion.

29                   **D. Reinstatement**

30                   **1. Step placement upon reinstatement**

31                  a. If an employee is reinstated from a recall list, after voluntary demotion, or  
32 after a leave of absence, the employee will be placed at the same step he or she was on  
33 when he or she left the classification.

1           **b.** A former County employee who is not on a recall list may also be  
2 reinstated at the discretion of management and concurrence of the Central Human Resource  
3 Manager or designee provided that the reinstatement occurs within one (1) year of  
4 separation. If reinstated to the classification most recently held, the employee will be placed  
5 at the same step he or she was on when he or she left the classification.

6           **2. Seniority dates upon reinstatement**

7           The seniority dates and step increase dates of reinstated employees will be  
8 adjusted so that if the time spent away from the classification exceeds 30 days in duration,  
9 none of the time away will count.

10 **III. Temporary Work in a Higher Classification**

11 **A. Work Out of Class**

12 **1. Definition**

13           An employee works out of class when he or she is assigned in writing by a  
14 supervisor or designee to assume the major distinguishing duties of a position in a higher  
15 classification and/or to replace another employee in a higher classification, and to perform a  
16 majority of the principal duties of that classification.

17 **2. Compensation for work out of class**

18           An employee working out of class will be compensated according to the  
19 promotional policy above. (See "Section II.C." Note that if the employee's pay range and the  
20 higher range overlap, the policy provides for an increase of approximately one step; if the  
21 ranges do not overlap, the policy generally provides for an increase to the first step of the  
22 higher range.)

23 **3. Paid leave and work out of class**

24           **a.** When an employee replaces another employee in a higher classification  
25 during all hours worked in a FLSA work week or longer period of time, the replacing  
26 employee will be paid the out of class rate for all hours in pay status on days in which he or  
27 she was on leave for less than half a shift.

28           **b.** An employee using leave while working out of class will be paid at his or  
29 her regular rate of pay for all hours in pay status on days in which he or she worked half or  
30 less of his or her scheduled hours.

1           **B. Temporary Appointments**

2           When management anticipates that an employee will be performing the principal  
3 duties of a higher classification for a period of more than 30 days, the employee may be  
4 given a temporary appointment to a position in the higher classification.

5           **1. Appointment to a non-bargaining unit classification**

6           When the appointment is to a non-bargaining unit classification, written  
7 verification of the temporary appointment will be placed in the employee's personnel file, and  
8 the employee will be notified of the appointment in writing. The following provisions will apply:

9           a. The employee's salary will be set according to the Personnel Rules  
10 governing promotions to exempt positions;

11           b. The employee is not eligible to receive overtime pay, shift differential, or  
12 other forms of pay not available to permanent employees in the exempt classification;

13           c. The employee's health and welfare benefits plan will not change;

14           d. The employee's accrual and use of paid leave will be governed by the  
15 rules applying to permanent employees in the exempt classification;

16           e. The employee has the right to return to his or her bargaining unit position  
17 at the end of the appointment without loss of seniority; and

18           f. The employee will pay Union dues or such alternatives as are provided by  
19 Article 5, and will continue to be represented by the Union in accordance with Article 3.



1 **V. Retiree Medical Insurance**

2 **A. Definitions**

3 For purposes of this section, a "retiree" refers to a person who retired from the  
4 County on or after the execution date of this Agreement and, at the time of retirement,  
5 occupied a position covered by this bargaining unit. For purposes of this section, a  
6 "member" refers to an active employee(s) in a position covered by this Agreement.

7 **B. Right to Participate**

8 Except as otherwise provided by this section, retirees may continue to participate  
9 in the County medical plan available to members. Coverage of eligible dependents uniformly  
10 terminates when coverage of the retiree terminates, except as otherwise required by  
11 applicable state or federal law.

12 **C. Choice of Plan**

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

19 **D. Retiree Responsibilities**

20 The retiree shall be responsible for promptly notifying the Benefits Administrator,  
21 in writing, of any changes in the retiree's current address and of any changes in retiree or  
22 dependent eligibility for coverage.

23 **E. Eligibility for County Payment of One Half of Premium**

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

26 **1. Payment at 58**

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

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

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

1                   **2. Payment at 55 or earlier**

2                   The County shall pay one-half (1/2) of the monthly medical insurance  
3 premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-fifth  
4 (55th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th)  
5 birthday, death, or eligibility for Medicare, whichever is earlier, if the employee had:

6                   a) Thirty (30) years of continuous service with employers who are members  
7 of the Oregon Public Employee Retirement System and twenty (20) or more years of  
8 continuous County service immediately preceding retirement; provided, however that  
9 employees employed on or before July 1, 1992, who are eligible for PERS regular retirement  
10 with 30 years of PERS service and twenty (20) years of County service shall be eligible for  
11 County payment of half the medical premium without waiting until age fifty-five (55) or

12                   b) Ten (10) years of continuous County service immediately preceding  
13 retirement in the event of disability retirement.

14                   **F. Eligibility for Medicare**

15                   Actual application for Medicare shall not be required for a finding that a retiree is  
16 "eligible for Medicare" under "Subsection E" of this section.

17                   **G. Part-time Prorating**

18                   Part-time service in a regular budgeted position shall be pro-rated as half for  
19 purposes of the service requirements under "Subsection E" of this section. (For example,  
20 part-time service for two (2) months would equal one (1) month toward the applicable service  
21 requirement.)

22                   **H. Requirement to Continuously Participate**

23                   In addition to the other requirements of this section, continued medical plan  
24 participation or benefit of County contributions is conditioned on the retiree's continuous  
25 participation in the member's medical insurance plan from the time of retirement, and upon  
26 the retiree's timely payment of the applicable retiree portion (i.e., 50% or 100% as applicable)  
27 of the monthly premium. Failure to continuously participate or make timely and sufficient  
28 payment of the applicable retiree portion of the monthly premium shall terminate the retiree's  
29 rights under this section. Payments by retirees of their portion of the monthly premiums  
30 under this section shall be timely if the retiree has directed PERS to regularly deduct his or  
31 her portion of the monthly premium from his or her pension check and remit the proceeds to  
32 the County's collection agent, or if the retiree has directed the County's collection agent to  
33 invoice or electronically transfer funds (EFT) from his or her account. The Central Human  
34 Resources Division shall inform the retiree at the time he or she signs up for continued

1 medical insurance coverage of the identity and address of the County's collection agent and  
2 shall thereafter inform the retiree of any change in collection agent at least forty-five (45)  
3 days prior to the effective date of such change.

4 **I. State and Federal Tax Offset**

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



1 **IV. Manner of Accomplishing Reprimands**

2 If the County has reason to reprimand an employee, every reasonable effort will be  
3 made to accomplish the reprimand in a manner that will not embarrass the employee before  
4 other employees or the public.

5 **V. No Abridgement of Rights**

6 Nothing in this contract shall be construed to abridge any employee's constitutional or  
7 civil rights. Employees have the right to Union representation. If the employee so desires, he  
8 or she shall be afforded Union representation.

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1  
2 **ARTICLE 18**  
3 **SETTLEMENT OF DISPUTES**  
4

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5 **I. Purpose**

6 Any grievance or dispute involving the application, meaning or interpretation of this  
7 Agreement shall be settled under the provisions of this article.

8 **II. Filing a Grievance**

9 **A.** Before filing a grievance concerning a non-disciplinary matter, the aggrieved  
10 employee and/or the Union will attempt to resolve the issue informally.

11 **B.** A grievance is filed when the Grievant or his or her union representative submits a  
12 written statement of the grievance at the appropriate step of the grievance procedure. The  
13 Grievant may use a grievance form provided by the Union or submit a memorandum  
14 containing the following information:

- 15 1. Name of the Grievant(s),
- 16 2. The date of filing,
- 17 3. Relevant facts and explanation of the grievance,
- 18 4. A list of the articles of the contract allegedly violated, and
- 19 5. A description of remedy sought.

20 **C.** In order to be timely, grievances must be filed as follows:

21 1. Disciplinary grievances must be filed within fifteen (15) days after receipt of  
22 the letter imposing disciplinary action.

23 2. Non-disciplinary grievances must be filed within fifteen (15) days of the  
24 alleged violation of the contract, or within fifteen (15) days of the date on which either the  
25 Grievant or his or her representative became aware, or should have become aware, of its  
26 occurrence. Whether or not the Grievant or the Union were aware of the alleged violation, no  
27 grievance may be filed more than sixty (60) days from the date of its occurrence. However,  
28 the sixty (60) day limitation cited above is not intended to affect the pursuit of grievances  
29 regarding alleged ongoing violations of the contract.

30 3. Grievances regarding the calculation of seniority will be timely filed according  
31 to the provisions of Article 21, Seniority and Layoff, "Section VIII.B.1."

1           4. For the purposes of this article, as in the rest of this Agreement, "days" means  
2 "calendar days," unless otherwise specified.

3           5. Submissions at each step of the grievance procedure will be considered timely  
4 if they are mailed or delivered by 11:59 p.m. of the last day. Timelines at any stage of the  
5 grievance procedure may be extended by mutual agreement between the County and the  
6 Union.

7           D. Grievances will be filed at Step 1 of the grievance procedure (see "Subsection 3"  
8 below) with the following exceptions:

9           1. The County and the Union mutually agree to filing at a higher step.

10          2. Disciplinary grievances will be filed with the manager or supervisor who  
11 imposed the discipline. If he or she is the department director, the grievance will be filed at  
12 Step 2.

13          3. The following types of grievances will be filed at Step 3:

14           a. Grievances regarding the calculation of seniority per Article 21, Seniority  
15 and Layoff, "Section VIII.B.1."

16           b. Grievances regarding reclassifications.

17           c. Grievances regarding changes in existing conditions per Article 24,  
18 General Provisions, "Section IV.C."

19           d. Grievances regarding work rules per Article 24, General Provisions,  
20 "Section III.D."

21 ***III. The Steps of the Grievance Procedure***

22 **A. Step 1. The Immediate Supervisor:**

23           Grievances submitted at Step 1 will be filed with the Grievant's immediate  
24 supervisor. The Grievant's supervisor, or other manager or supervisor appointed by the  
25 department, will respond in writing to the Grievant or his or her Union representative within  
26 seven days of receipt.

27           There will be a mandatory meeting either at Step 1 or at Step 2 of the grievance  
28 procedure to formally discuss the grievance. Unless an exception is agreed upon by the  
29 Union and the County, the meeting will be attended by the Grievant, the manager and/or  
30 supervisor designated by the County, and the steward and/or other Union representative. If  
31 the grievance is a class grievance, a representative employee shall be deemed the Grievant  
32 for the purposes of the mandatory meeting.

1           **B. Step 2. The Department Director:**

2           Grievances submitted at Step 2 and grievances unresolved at Step 1 may be  
3 presented by the Grievant or his or her Union representative to the department director.  
4 Unresolved grievances must be submitted within fifteen (15) days after the response is due  
5 at Step 1. The department director will respond in writing to the Grievant or his or her Union  
6 representative within fifteen (15) days of receipt.

7           **C. Step 3. Labor Relations:**

8           Grievances submitted at Step 3 and grievances unresolved at Step 2 may be  
9 presented by the Grievant or his or her Union representative to the Labor Relations Manager  
10 or his or her designee. Unresolved grievances must be submitted within fifteen (15) days  
11 after the response is due at Step 2. Labor Relations will respond in writing to the Grievant or  
12 his or her Union representative within fifteen (15) days of receipt.

13           **D. Step 4. Arbitration:**

14           If the grievance has not been answered or resolved at Step 3, the Union may,  
15 within fifteen (15) days after the expiration of the time limit specified in Step 3, request  
16 arbitration by written notice to the County.

17           After the grievance has been submitted to arbitration, the Union shall request a  
18 list of the names of seven (7) arbitrators from the State of Oregon Mediation and Conciliation  
19 Service. The Union and the County shall select an arbitrator from the list by mutual  
20 agreement. If they are unable to agree on a method, the arbitrator will be chosen by the  
21 method of alternate striking of names, the order of striking to be determined by lot. One day  
22 shall be allowed for the striking of each name. The final name left on the list shall be the  
23 arbitrator. Nothing in this section shall prohibit the Union and the County from agreeing upon  
24 a permanent arbitrator or permanent list.

25           The Union and the County agree that no less than five (5) days prior to any  
26 scheduled arbitration hearing, they will mutually exchange copies of all exhibits intended to  
27 be offered at the hearing, except the work product of any attorney or authorized  
28 representative involved.

29           No less than five (5) days prior to the scheduled arbitration, the Union and the  
30 County shall submit to the designated arbitrator a signed stipulation of the issue before the  
31 arbitrator. In the event they are unable to stipulate the issue in dispute, each party shall, not  
32 later than four (4) days prior to the scheduled arbitration, submit to the arbitrator and the  
33 other party a signed statement of the issue that party asserts is in dispute.

1           The arbitrator shall be requested to begin taking evidence and testimony within  
2 twenty-five (25) days after submission of the request for arbitration; and the arbitrator shall  
3 be requested to issue his or her decision within thirty (30) days after the conclusion of  
4 testimony and argument. The Union and the County hereby vest the arbitrator with authority  
5 to compel the attendance of witnesses on behalf of either party by issuance of a subpoena,  
6 the cost of which shall be borne by the party requesting the subpoena.

7           The arbitrator's decision shall be final and binding, but he or she shall have no  
8 power to alter, modify, amend, add to, or detract from the terms of this Agreement. The  
9 arbitrator's decision shall be within the scope and terms of the Agreement and in writing. Any  
10 decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior to  
11 the date the grievance was first filed, and it shall state the effective date of the award.

12           Expenses for the arbitrator shall be borne by the losing party. Each party shall  
13 be responsible for compensating its own representatives and witnesses. If either party  
14 desires a verbatim recording of the proceeding, it may cause such record to be made, on the  
15 condition that it pays for the record and makes copies available without charge to the other  
16 party and/or the arbitrator.

17           Any time limits specified in the grievance procedure may be waived by the  
18 mutual consent of the parties. A grievance may be terminated at any time upon receipt of a  
19 signed statement from the aggrieved party that the matter has been resolved.

#### 20 ***IV. Representation of Employees***

##### 21 **A. The Union as Exclusive Representative**

22           1. The Union is the exclusive representative of bargaining unit employees with  
23 respect to conditions of employment governed by this Agreement under the State of Oregon  
24 Public Employees Collective Bargaining Act.

25           2. Attorneys who do not represent the Union or the County may appear at  
26 grievance meetings and hearings only at the mutual consent of the Union and the County.

27           3. An employee may file a grievance through Step 3 of the grievance procedure  
28 without the assistance of the Union; however, departure from the grievance procedure  
29 described herein shall automatically nullify the Union's obligation to process the grievance.  
30 Also, whether or not the employee seeks Union assistance, the Union must be given the  
31 opportunity to be present when a settlement offer is made, and any settlement must be  
32 consistent with the terms of this Agreement.

1           **B. Stewards**

2           **1. Definition and designation**

3           Employees selected by the Union as employee representatives shall be  
4 known as "Stewards." The names of the stewards and the names of other union  
5 representatives who may represent employees, shall be certified in writing to the County by  
6 the Union.

7           **2. Processing of grievances by stewards**

8           **a.** Upon notification to the Grievant's supervisor of the name of the Grievant  
9 and the tentative cause of the grievance, or the name of the subject of a disciplinary  
10 investigatory interview, the steward(s) responsible for the Grievant's work area may  
11 investigate and process a grievance(s) at the work site during working hours without loss of  
12 pay, or in the case of an investigatory interview, participate in such interview without loss of  
13 pay. All efforts will be made to avoid disruptions and interruptions of work.

14           **b.** Employees meeting with their steward to process a grievance will also be  
15 permitted to do so without loss of pay during working hours.

16           **c.** A steward may not process a grievance in any other work area than the  
17 one to which he or she is assigned by the Union unless mutually agreed by the Department  
18 and the Union.

19           **3. Chief Steward**

20           A chief steward shall be assigned by the Union for Juvenile Custody Services  
21 Specialists working in programs in both Juvenile Custody Services and Juvenile Treatment  
22 and Specialized Services (RAD and SRTP). When there is no steward assigned to the  
23 Grievant's work area, the regular steward is unavailable, or by mutual agreement between  
24 the Union and the Division, the assigned chief steward may process a grievance in  
25 accordance with "Section IV.B" above. When a chief steward is unavailable or by mutual  
26 agreement between the Union and the Division, the Union may designate a Union officer to  
27 act as chief steward.



1 **II. Intergovernmental Agreements**

2 The County agrees to notify the Local 88 Business Agent and/or President when an  
3 Intergovernmental agreement which would effect the transfer of employees to or from the  
4 County is placed on the Board agenda. The County also agrees to provide Union with a  
5 specific plan and its probable impact relative to Intergovernmental Agreements involving  
6 employee transfer, when such Agreements are anticipated, at least thirty (30) days prior to  
7 formal Board consideration of budget modifications or the Board's adoption of the annual  
8 budget related to such a transfer.

9 **III. Rights and Benefits of Employees Involved in Consolidation, Merger,  
10 and Acquisition of Positions**

11 **A.** The County and the Union recognize the provisions of ORS 236.605 through  
12 236.640 in the event an employee of the County is transferred to another public employer as  
13 defined under ORS 236.605(2) for reason of merger, consolidation or cooperation  
14 agreement.

15 **B.** All employees acquired by the County as a result of merger, consolidation,  
16 cooperation agreement, or acquisition of a facility, shall be entitled to all rights and benefits  
17 granted employees under this Agreement and ORS 236.605 through 236.640.

18 **IV. Volunteers**

19 The County shall have the right to use volunteers at any time for any purpose,  
20 provided, however:

21 **A.** Volunteers shall not be utilized for safety and security purposes as that term has  
22 been defined by the Employment Relations Board, i.e., keeping the youth in, and under the  
23 control of, the Juvenile Services Division at the Donald E. Long Home; however, all  
24 volunteers receive safety training and are required to conduct themselves in a manner  
25 consistent with the secure nature of the facility.

26 **B.** The implementation of a volunteer program or use of a volunteer shall not replace  
27 a Juvenile Custody Services Specialist.



1 **III. Performance Evaluation**

2 A. The County may implement and maintain performance evaluation processes  
3 involving members of the bargaining unit.

4 B. Employees will have the right to attach a response to any evaluations in their  
5 personnel files.

6 C. No evaluations or employee responses will be admissible in any disciplinary or  
7 arbitration hearing.

8 D. All performance evaluations shall be signed by the employee's exempt  
9 supervisor, who shall bear ultimate responsibility for the content of the evaluation.

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1

2 **ARTICLE 21**

3 **SENIORITY AND LAYOFFS**

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4

5 ***I. Definition of Seniority***

6 Seniority will be determined as follows:

- 7 1. The total length of continuous service within the bargaining Unit; if a tie occurs,
- 8 then
- 9 2. Total length of continuous service within the County; if a tie occurs, then
- 10 3. Test score on the Civil Service Examination, if available, if a tie occurs or if the
- 11 test scores are not available, then
- 12 4. It shall be broken by lot in a manner to be determined by the Central Human
- 13 Resources Division.

14 ***II. Computation of Seniority***

15 **A. Seniority at contract signing:** Seniority from the signing date of this agreement

16 shall be in accordance with Addendum "E", which by this reference is incorporated herein.

17 **B. Seniority for time served subsequent to contract signing:** Seniority for time

18 served subsequent to the signing of this agreement shall be in accordance with the following

19 rules:

- 20 1. Part-time work within the same or equivalent classification will count on a full-
- 21 time basis.
- 22 2. Time spent in an abolished classification that has a current equivalent will
- 23 count toward seniority in the equivalent classification.
- 24 3. Time on authorized leave taken with pay will count.
- 25 4. When an authorized leave without pay exceeds thirty days (30), no time spent
- 26 on that leave will count.
- 27 5. When a layoff exceeds thirty (30) days, no time spent on layoff will count.
- 28 6. Time spent in a trainee capacity, e.g., in state or federal trainee programs, will
- 29 not count.

1           7. Time spent working for another government in an equivalent classification will  
2 count if the employee was transferred to Multnomah County pursuant to ORS 236.605  
3 through 236.640.

4           8. Seniority shall be forfeited by discharge for cause, voluntary termination, or,  
5 after layoff, by removal from all recall lists pursuant to "Section IV" of this article, transfer or  
6 promotion out of the bargaining unit.

7           9. Service is broken for purposes of this Article by discharge; voluntary quit from  
8 employment with Multnomah County; promotion or transfer out of the bargaining unit except  
9 employees who have not completed a probationary period following promotion will be  
10 returned to the position previously held; employees who do not complete a trial service  
11 period; or, expiration of the layoff list.

### 12 **III. Layoff**

#### 13 **Layoff**

14           A reduction in force in classification for reasons of lack of funds, lack of work,  
15 efficiency or reorganization. Reductions in force are identified by classification within the  
16 affected department.

#### 17 **Layoff Rules**

18           The County will notify employees affected by layoff of their reassignment or layoff,  
19 according to the provisions of this section

#### 20 **A. Reassignment of Employees During a Layoff**

21           1. Reassignment to a position, or if the employee does not have enough  
22 seniority, then

#### 23 **2. Layoff**

#### 24 **B. Non-Regular Employees During a Layoff**

25           1. Temporary, non-regular probationary, and other employees who do not have  
26 classified status and who are occupying budgeted positions will be terminated before  
27 employees with classified status are affected by layoff. Employees without status that are  
28 terminated will not be placed on recall lists and do not have bumping rights.

29           2. Probationary employees laid off will be placed on reinstatement lists for one year  
30 from the date of their layoff. They may, at the County's discretion, be reinstated if there are  
31 no employees who are on a recall list. Probationary employees who are reinstated will be  
32 treated as if they have been on a leave of absence for purposes of computing seniority and  
33 length of probationary period.

1           **C. Layoff Processing for Employees on a Leave of Absence Without Pay**

2           **1. Employee notification**

3           Employees who are on a leave of absence without pay which is scheduled to  
4 continue after the layoff effective date and are expected by the County to be affected by an  
5 upcoming layoff process will be notified in writing and given an option to return from leave.

6           **2. Use of positions during the layoff process**

7           If no response is received by the County within five (5) days of written  
8 notification, or if the employee declines to return from leave of absence, or if the employee is  
9 unable to return from leave of absence, the position from which the employee is on leave of  
10 absence will be treated as a vacant position during the layoff process and will be available to  
11 be filled by another employee who is affected by the layoff process, according to the  
12 provisions of this article.

13           **3. Return from family medical leave without pay**

14           After a layoff process affecting the employee's classification has occurred,  
15 employees who are on Family Medical Leave without pay immediately prior to returning to  
16 work will return to the position formerly held, and the employee occupying that position will  
17 be reassigned according to seniority pursuant to this article.

18           **4. Return from other leave without pay**

19           After a layoff process affecting the employee's classification has occurred,  
20 employees not on Family Medical Leave without pay immediately prior to returning to work  
21 will be reassigned according to seniority pursuant to this article.

22           **5. Recalculation of seniority after leave of absence without pay**

23           All employees on leave of absence without pay that exceeds thirty (30) days  
24 will have their seniority recalculated upon their return from leave so that none of the time on  
25 the leave of absence without pay counts toward seniority per "Section II.B.4" of this article.

26 **IV. Bumping**

27           **Bumping Definition:** The replacement of an employee with less seniority by an  
28 employee with more seniority.

29           **The Bumping Process**

30           1. Vacancies that are created and approved by the Board of County  
31 Commissioners to be effective the day following the layoff date shall be treated as vacancies  
32 available during a layoff process.

1           2. Reassignment of employees to vacant positions, if available, will always take  
2 precedence over their bumping another employee; where multiple vacancies are available,  
3 the County will reassign the employee to one.

4           3. If bumping is necessary, the least senior employee will be bumped.

5           4. Shift assignment will not have an effect on the layoff process.

6           5. Employees who are reassigned to a position pursuant to these provisions and  
7 do not accept that position will be deemed to have resigned.

8           6. Employees may not be reassigned to positions under this article unless  
9 qualified to perform the duties of that position. Employees may be denied rights otherwise  
10 available under these provisions only if they lack knowledge, skills or abilities required for the  
11 position that are not easily learned on the job within ninety days. Employees may be required  
12 to take and pass qualifying examinations in order to establish their rights to specific positions.

13 **V. Notice and Recall List**

14           A. Employees who are subject to reassignment or layoff pursuant to the provisions of  
15 this article shall receive a notice in writing at least fifteen (15) days prior to such action. The  
16 notice shall state the reason for the action and shall further state that the action does not  
17 reflect discredit on the employee. The Union will be provided a copy of the notice.

18           B. Employees who are laid off or reassigned between full-time and part-time status  
19 will be placed on the recall lists, according to seniority. Employees will be placed on all the  
20 recall lists that meet the criteria below. (For example, employees who are reassigned from  
21 full-time to part-time will be placed on the recall lists for full-time appointment)

22           1. Employees who are laid off will be placed on the recall list.

23           2. Employees who are reassigned from full-time to part-time will be placed on the  
24 list for recall to full-time assignment.

25           3. Employees who are reassigned from part-time to full-time will be placed on the  
26 list for recall to part-time assignment.

27           C. Employees will remain on a recall list for twenty-four months from the date of  
28 placement on the list. Within that time period, employees will be removed from the recall list  
29 only under the following circumstances:

30           1. Upon written request of the employee; or

31           2. Upon their retirement; or

32           3. Upon acceptance of permanent recall from the list; or

33           4. Upon declining an offer of permanent recall; or

1           5. Upon the employee's failure to respond to a certified letter sent to the  
2 employee's last known address within fourteen days of mailing; or  
3 Disciplinary termination for cause.

4           D. Employees who are laid off and are on recall list(s) and return to permanent  
5 County employment for any reason will be treated as if they have been on a leave of  
6 absence without pay for the purpose of computing seniority.

7       **VI. Recall**

8           A. Employees on a recall list will be certified in order of seniority, before applicants  
9 who qualify through examination, provided they are qualified to perform the duties of the  
10 position. Employees on a recall list shall be offered appointment to vacancies, in order of  
11 seniority, except when they lack knowledge, skills or abilities required for the position that are  
12 not easily learned on the job within ninety (90) days. Employees may be required to take and  
13 pass qualifying examinations in order to establish their rights to specific positions. The hiring  
14 manager is required to state in writing what qualification(s) the employee lacks that the  
15 position requires. The employee will remain on the recall list for certification to other  
16 vacancies during his or her term of eligibility.

17           B. Failure to recall an employee, except as provided above, will be deemed a  
18 dismissal of that employee for cause and will be reviewed and processed according to the  
19 provisions of Article 17, Disciplinary Action.

20       **VII. Seniority Application**

21           A. The above terms for determination of seniority shall apply not only to the layoff  
22 process, but also to other situations in which seniority is applied, including total service for  
23 the purpose of vacation accrual rates.

24           B. For purposes of vacation bidding, the employee's original date of hire with the  
25 County pursuant to "Section II.B" of this article, shall be used to determine vacation selection  
26 in accordance with Article 8, Vacation Leave, "Section V."

27           C. Seniority determinations shall have no application to retirement matters.

28           D. The County agrees to make available to the Union upon request copies of any  
29 personnel list the County maintains regarding seniority or classification changes.

1 **VIII. Posting Process**

2 **A. Seniority List Posting**

3 County agrees to maintain up to date seniority list posted at all time. Updated  
4 list will be mailed to the Union.

5 **B. Seniority List Appeal Process**

6 **1. Errors on new lists**

7 Employees who have concerns about the calculation of their seniority on any  
8 new list shall consult with management and the Union. If an employee's concerns remain  
9 unresolved, the Union may file a formal written grievance at Step 3 of the grievance  
10 procedure.

11 **IX. Seniority of and Bumping by Exempt Employees**

12 **A.** The only exempt employees, who may bump into the bargaining unit are those  
13 who are in the Classified service and who have previously been a member of the Juvenile  
14 Custody Service Specialist Bargaining Unit.

15 **B.** Only time served in Juvenile Custody Service Specialist Bargaining Unit shall  
16 apply for bumping purposes.

17 **X. Special Provisions to Save Employees From Layoff**

18 It is recognized by the parties that employees who are to be laid off or involuntarily  
19 demoted because of their seniority face difficult circumstances in being placed in alternative  
20 employment within the County. Any such employee who is placed in a classification not  
21 previously held or outside his or her promotional line shall be subject to a trial service period  
22 of ninety (90) days to demonstrate his or her ability to perform or fulfill the requirements of  
23 the new classification. Employees who, in the opinion of the County, are unsuccessful during  
24 this ninety (90) day trial service period will be removed from their new classification and  
25 placed on the appropriate recall list. Such employees shall continue to be eligible for  
26 placement under the provisions of this section as long as alternative employment  
27 opportunities are being explored by management for affected employees.

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1  
2 **ARTICLE 22**  
3 **SHIFT AND WORK ASSIGNMENT**  
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5 ***I. Vacancy Defined***

6 A vacancy shall exist when:

7 **A.** The employee assigned to a budgeted position abandons such position because  
8 of transfer, promotion, or demotion to another position or County agency; or upon voluntary  
9 or involuntary termination of County employment;

10 **B.** Additional budgeted positions are allocated;

11 **C.** Workload requirements necessitate reallocation of duties for a period in excess of  
12 ninety (90) days, as, for example, a training assignment or assignment to another unit with a  
13 workload issue;

14 **D.** When an employee is on unpaid leave that will exceed ninety (90) days.

15 Vacancies are declared as part of an annual signup process.

16 ***II. Temporary Assignments***

17 Work assignments of ninety (90) days or less shall be solely at the discretion of  
18 management, provided that if an employee's schedule or shift is changed, the change shall  
19 be in accordance with the other provisions of this Agreement.

20 ***III. Permanent Assignments***

21 **A. Biennial Signup**

22 Shift sign-up will occur every two years. No later than June 15 of the year of the  
23 shift sign-up, the managers of Custody Services and Juvenile Treatment and Specialized  
24 Services will post the shift grid with specifications of the qualifications for each position to be  
25 filled July 1 of that year. Employees shall, in accordance with a sequencing procedure to be  
26 promulgated by the Managers, indicate their preference of positions to include shifts and  
27 days off.

28 **B. Selection**

29 If qualified, an employee will be granted his or her preference in the biennial  
30 signup on the basis of seniority, provided the employee is able to perform the work and  
31 taking into account staff educational and background requirements established by Behavioral

1 Rehabilitation Services (BRS) and, in the case of the Residential Alcohol and Drug (RAD)  
2 Unit, the Oregon Administrative Rules regarding Alcohol and Drug Treatment.

3 **C. Vacancies Following the Biennial Signup**

4 **1. General Custody Vacancies**

5 Any vacancy in a general Custody unit will be posted and filled based on  
6 seniority provided the employee is able to perform the work in question and has indicated his  
7 or her preference for the position and taking into account staff educational and background  
8 requirements established by Behavioral Rehabilitation Services (BRS) and, in the case of the  
9 Residential Alcohol and Drug (RAD) Unit, the Oregon Administrative Rules regarding Alcohol  
10 and Drug Treatment.

11 Any vacancy not filled by the provisions in sections 1 and 2 above will be filled  
12 at the discretion of management by new hires.

13 **2. Trial Service Period**

14 Upon appointment to a new permanent work assignment, the employee will  
15 serve a trial service period of one hundred and twenty (120) days to demonstrate his or her  
16 ability to fulfill the requirement of the assignment. If the employee does not satisfactorily  
17 fulfill the requirements of the assignment, the position will be reopened and the unsuccessful  
18 employee will be placed in the vacancy created after refilling the position or another available  
19 vacancy. Such determination of satisfactory performance within the one hundred twenty day  
20 (120) trial service period will be made by management.

21 **D. Pod Closure**

22 If a Custody or Treatment pod or program is closed, the shift bid process in  
23 "Section A" above will be repeated as soon as possible.

24 **IV. Change of Work Scheduling/Shift System and Signup**

25 It is recognized that the biennial signup system, except for new vacancies, implies  
26 that the employees know in advance the hours of work per day anticipated (e.g. four [4] ten  
27 [10] hour days) for each schedule/shift. Except for vacancies, the County therefore agrees to  
28 make any changes in this scheduling/shift system in tandem with the biennial signup. If a  
29 change in overall shift structure is contemplated as part of a budgetary process, the Union  
30 will be given thirty (30) days notice prior to final action by the Board on the budget or budget  
31 amendment. If no budgetary event is involved, the Union will be given at least thirty (30) days  
32 notice prior to the biennial posting. The purpose of this notice is to provide the Union an  
33 opportunity to assess the impact, and suggest alternatives.

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1  
2 **ARTICLE 23**  
3 **PERSONNEL RULES AND RECORDS**  
4

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5 ***I. Personnel Rules***

6 Changes to the Personnel Rules will be submitted to the Union for review and  
7 recommendation prior to their adoption.

8 ***II. Personnel Records and Information***

9 **A. Definition**

10 For purposes of this section, "personnel file" refers to the formal file of personnel  
11 documents maintained by the Employee Services Division and/or by the employee's  
12 department or division.

13 **B. Access to Personnel File Materials**

14 1. An employee or his or her representative, with the written consent of the  
15 employee, may inspect that employee's personnel file. Upon written request, an employee or  
16 his or her authorized representative will be given a copy of any materials in the employee's  
17 personnel file.

18 2. An employee will be given a copy of any statement written for inclusion in the  
19 employee's personnel file concerning the employee's conduct or work performance.

20 **C. Removal of File Materials**

21 **1. Letters of reprimand**

22 An employee may request and have removed from his or her personnel file  
23 any letter of reprimand which is more than two (2) years old. Oral reprimands will not be  
24 memorialized in writing and will not be placed in employee personnel files.

25 **2. Letters imposing other discipline**

26 **a. Single disciplinary acts**

27 A single letter imposing discipline more severe than a letter of reprimand  
28 which is more than five (5) years old will be removed from an employee's personnel file upon  
29 his or her request.

30 **b. Multiple disciplinary acts**

31 If there is more than one letter imposing discipline which is more severe  
32 than a letter of reprimand on file, none of the letters may be removed until the most recent

- 1 letter is more than five (5) years old. At that time it and all previous disciplinary letters will be
- 2 removed from the employee's personnel file upon request. For the purposes of this
- 3 subsection "letter" includes all attachments.



1 **III. Rules**

2 A. All work rules shall be subject to discussion with the Union before becoming  
3 effective.

4 B. The County will provide new employees a copy of the Agreement and applicable  
5 rules at time of hire.

6 C. The County agrees to furnish each affected employee in the bargaining unit with a  
7 copy of all changes to work rules within thirty (30) days after they become effective.

8 D. Any dispute as to the reasonableness of any new rule, or any dispute involving  
9 discrimination in the application of new or existing rules may be resolved through the  
10 grievance procedure beginning at Step 3.

11 E. Except in emergencies, all work rules shall be posted on bulletin boards for a  
12 period of ten (10) consecutive work days prior to becoming effective.

13 **IV. Changes in Existing Conditions**

14 A. For the purpose of this Agreement, the term "existing working conditions," means  
15 practices which have been:

- 16 1. Consistent;
- 17 2. Clearly acted upon; and
- 18 3. Readily ascertainable over a reasonable period of time as mutually accepted  
19 by the parties.

20 B. Existing working conditions shall be changed only after the Union has been  
21 afforded opportunity to make suggestions and shall not be for arbitrary or capricious reasons.  
22 The County shall post changes in existing working conditions prominently on all bulletin  
23 boards for a period of not less than fourteen (14) days before the changes are to be effective.

24 C. Disputes regarding the change of existing working conditions shall be resolved  
25 through the grievance procedure beginning at Step 3.

26 D. No payment of monies made in error, or not authorized by proper authority, shall  
27 be considered an existing condition. Such payments shall be governed by Article 14,  
28 "Section VIII."

29 E. Conditions relative to and governing working conditions of a particular nature are  
30 contained in Addenda B through D to this Agreement, which are attached and by this  
31 reference made a part hereof as though fully set forth herein.

1 **V. Uniforms and Protective Clothing**

2 If an employee is required to wear a uniform, protective clothing, or any type of  
3 protective device, such uniform, protective clothing, or protective device shall be furnished by  
4 the County; the cost of initial tailoring and repair of the uniform or protective clothing, or  
5 device shall be paid by the County, in accordance with the current practice. The current  
6 practice of convening a committee of management and employees to select any article of  
7 clothing, which the County requires employees to wear, will continue.

8 **VI. Loss of Personal Property**

9 **A. Procedure for Advancing Claims**

10 Employees who suffer a loss of personal property on County premises shall be  
11 provided a claims form by the Risk Management Division upon request. Premises, for this  
12 purpose, are defined as County facilities and vehicles. The Risk Management Division shall  
13 provide the requesting employee with a determination in writing by the County of the legal  
14 liability the County may have in the matter. The County will pay claims for which it determines  
15 it has legal liability.

16 **B. Exclusion of Personal Vehicles**

17 Personal vehicles are expressly excluded from this provision. Loss or damage to  
18 employees' personal vehicles is the sole responsibility of the employee.



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1  
2 **ARTICLE 26**  
3 **ENTIRE AGREEMENT**  
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5  
6 The parties acknowledge that during the negotiations which resulted in this  
7 Agreement each had the unlimited right and opportunity to make demands and proposals  
8 with respect to any subject or matter not removed by law from the area of collective  
9 bargaining, and that the understandings and agreements arrived at by the parties after the  
10 exercise of that right and opportunity are set forth in this Agreement. This Agreement  
11 constitutes the sole and entire existing Agreement between the parties. Except as specifically  
12 modified by or treated in this Agreement, all policies, matters, questions and terms affecting  
13 unit employees in their employment relationship with the County shall be governed by Article  
14 4, Management Rights, unless such rights are specifically limited by the Multnomah County  
15 Code 3.10 or its successor and the Personnel Rules. The County and the Union for the life of  
16 the Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other  
17 shall not be obliged, to bargain collectively with respect to any subject or matter referred to or  
18 covered by this Agreement, even though such subject or matter may not have been within  
19 the knowledge or contemplation of either party or both parties at the time that they negotiated  
20 and signed this Agreement.

21 Nothing in this article shall preclude the parties during the term of this Agreement  
22 from voluntarily entering into amendments to the Agreement; nor shall the Union and the  
23 County Chair or his or her designee(s) for labor relations be precluded from voluntarily  
24 entering into Memoranda of Understanding, Interpretation, or Exception concerning matters  
25 of contract administration.

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**ARTICLE 27**  
**TERMINATION**

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This Agreement shall be effective as of the first day of July, 2005, unless otherwise provided herein, and shall remain in full force and effect through the 30th day of June, 2007, and shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than January 31, 2007, that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

1 IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of  
2 \_\_\_\_\_, 2005.

MULTNOMAH COUNTY EMPLOYEES  
UNION, LOCAL 88, AFSCME, AFL-CIO:  
(Juvenile Custody Services Specialist Unit)

BOARD OF COUNTY COMMISSIONERS,  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Nick Buell

By \_\_\_\_\_  
Chair Diane M. Linn

By \_\_\_\_\_  
Ron Sandquist

By   
Commissioner Maria Rojo de Steffey

By \_\_\_\_\_  
Bruce Kosharek

By \_\_\_\_\_  
Commissioner Serena Cruz Walsh

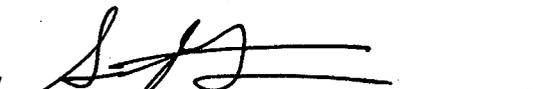
By \_\_\_\_\_  
Bryan Lally  
Council Representative  
AFSCME Council 75

By \_\_\_\_\_  
Commissioner Lisa Naito

NEGOTIATED:

By \_\_\_\_\_  
Commissioner Lonnie Roberts

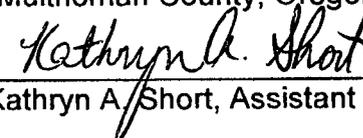
By \_\_\_\_\_  
Travis Graves, HR Director  
Multnomah County, Oregon

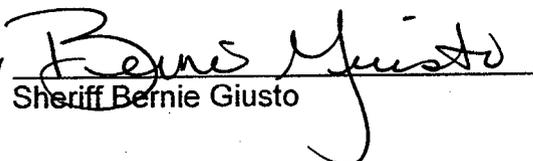
By   
County Auditor Suzanne Flynn

REVIEWED:

Agnes Sowle, County Attorney  
For Multnomah County, Oregon

By   
District Attorney Michael Schrunk

By   
Kathryn A. Short, Assistant Co Attorney

By   
Sheriff Bernie Giusto

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**ADDENDUM A**  
**CLASSIFICATION INCLUDED IN THE BARGAINING UNIT**  
**WITH PAY RANGE**

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**Table I Juvenile Custody Services Specialist Contract 07/01/2005 rates**

JCN TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6273 JUVENILE CUSTODY SERVICES SPEC	17.26	17.78	18.29	18.84	19.41	20.01	20.79	21.64	22.30	22.98

**Table II Juvenile Custody Services Specialist Contract 09/01/2005 rates**

JCN TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6273 JUVENILE CUSTODY SERVICES SPEC	17.78	17.31	18.84	19.41	19.99	20.61	21.41	22.29	22.97	23.67

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1  
2 **ADDENDUM B**  
3 **LEAD WORKER ASSIGNMENT AND PAY**  
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5 ***I. Duties Defined***

6 A Lead Worker assignment involves certain limited supervisory and administrative  
7 duties which are deemed not to warrant a separate classification. These duties include, but  
8 are not limited to: laying out the work for other employees, balancing the work, directing the  
9 work, reviewing the work and employee conduct for adherence to standards and rules, and  
10 making such reports as may be required to exempt supervisory employees. Lead Workers  
11 typically spend a substantial portion of their time in performing the duties of the base  
12 classification. Normally, the employees directed by a Lead Worker are in the same  
13 classification, but additional classifications are sometimes involved. An employee assigned  
14 to be a Lead Worker will not impose or effectively recommend (as that term is intended in  
15 Oregon law) formal discipline, i.e. a letter of reprimand or above. Lead Workers will not be  
16 present when discipline is issued. Lead Workers shall not prepare or issue performance  
17 evaluations.

18 ***II. Assignment, Selection, Modification, and Termination***

19 Assignment and selection of Lead Workers shall be at the sole discretion of the  
20 County; provided, however, that an employee continuously assigned as a Lead Worker for  
21 one year or more shall be given ten (10) days notice prior to the termination of such an  
22 assignment. Significant modifications of Lead Worker duties deemed by the County to  
23 warrant a modification in the amount of compensation shall also be with ten (10) days notice.

24 Initial Lead Worker assignments will be made prior to the shift bid. Any lead  
25 appointments for over sixty (60) continuous days will be posted and interested employees  
26 will be considered for the assignment.

27 An employee assigned as a Lead Worker for one year or more shall be given ten (10)  
28 days notice prior to the termination of such an assignment. A copy of the termination notice  
29 will be simultaneously given the Union. If the Lead Worker assignment is terminated, the  
30 employee may bid for any vacant shift including the shift vacated after the selection of the  
31 new Lead Worker. If the Lead Worker designation is not reassigned, then the employee may  
32 bid for a vacant shift or keep his or her current schedule.

1 **III. Pay Rate**

2 The lead pay rate for the Juvenile Custody Services Specialist classification shall be  
3 calculated by increasing the base hourly pay rates by six and eight tenths percent (6.8%).

4 **IV. Filling of Temporary Vacancies: Lead Worker and Community Justice**  
5 **Manager**

6 The County shall solicit the names of employees who are interested in working either  
7 as Lead Worker or Community Justice Manager in the event of temporary vacancies, e.g.,  
8 due to illness. The County shall compile from such volunteers a list of employees it deems  
9 qualified and suitable to work on a temporary upgrade basis as either a Lead Worker and/or  
10 Community Justice Manager. Unless such assignment would result in payment of overtime,  
11 the County shall attempt to contact and select an employee from the appropriate list before  
12 making an offer to an on-call worker, provided that any attempt to contact employees on the  
13 list shall be limited to six (6) individuals. When an employee elects to work as a Lead Worker  
14 or a Community Justice Manager, and such election would require a change of shift or hours,  
15 the schedule change requirements of this agreement shall be deemed waived.

---

1  
2 **ADDENDUM C**  
3 **AUTO REIMBURSEMENT AND TRANSIT SUBSIDIES**  
4

---

5 **I. Auto Allowance**

6 **A. Payment**

7 Payment for mileage under this addendum shall be made on a monthly basis,  
8 provided the employee has accumulated twenty dollars (\$20) of mileage. No commuting  
9 mileage shall be paid by the County under the terms of "Section B" through "Section D"  
10 below. In no event will payment be made later than the end of the fiscal year.

11 **B. Incidental Use**

12 An employee who does not drive an automobile as a condition of employment  
13 shall be reimbursed at the maximum rate per mile approved by the IRS as a nontaxable  
14 expense reimbursement without documentation (which will hereinafter be referred to as "the  
15 IRS rate") for miles driven at the requirement of the County.

16 **C. Condition of Employment Use**

17 **1. Designation**

18 The County reserves the right under Article 4, Management Rights, to  
19 determine the method of transportation for employees during working hours and may  
20 discontinue or add the requirement for employees occupying certain positions to utilize an  
21 automobile as a condition of employment provided the employees and Union are notified in  
22 writing ten (10) days in advance of the change.

23 **2. Payment**

24 Upon signing of this agreement an employee who is required to use his or her  
25 personal automobile as a condition of employment shall be paid at the IRS rate and shall  
26 also receive a base reimbursement of forty dollars (\$40.00) per month, twenty dollars  
27 (\$20.00) per month for part-time employees. On July 1, 2002 the base rate reimbursement  
28 will be increased to fifty dollars (\$50.00) for full time employees and twenty-five (\$25.00) for  
29 part-time employees. To qualify for this reimbursement employees must be assigned to work  
30 in the field and to use his or her personal transportation. In no event, however, shall the  
31 aforementioned base payment be made in a month in which an employee drives no miles as  
32 a condition of employment.

1           **D. Payment Rules for Alterations in Work Site**

2           **1. Temporary reporting place**

3           Whenever an employee is temporarily required to report to work at any  
4 location more distant from his or her home than his or her permanent place of reporting, the  
5 employee shall be paid for the use of his or her personal transportation at the rate provided  
6 in "Section B" or "Section C" above as appropriate for additional miles traveled. This  
7 provision will not apply when there is a permanent change in reporting location as  
8 determined by management with ten (10) days written notice to the affected employees and  
9 the Union. In instances in which an employee has no permanent reporting place, the County  
10 will designate one (1) work site as a "permanent place of reporting" for purposes of mileage  
11 reimbursement.

12           **2. Secondary reporting place**

13           Whenever an employee reports to his or her permanent place of reporting and  
14 is required to use his or her personal transportation to report for work at another location, the  
15 employee shall be paid for the additional miles traveled to and from the secondary reporting  
16 place in accordance with "Section B" or "Section C" above as appropriate. The time involved  
17 in traveling from the permanent reporting place to and from the secondary reporting place to  
18 the permanent reporting place shall be considered time worked for pay purposes.

19           **II. Incidental Parking**

20           Subject to procedural regulation or supervisory direction as to time, place and  
21 circumstances of use, when employees on a non-commuter basis are required to use their  
22 automobile for driving into downtown Portland or elsewhere where parking is charged,  
23 employees shall be reimbursed for such parking charges.

24           **III. Bus Pass**

25           **A. Statement of Purpose**

26           For the purposes of encouraging employees to use mass transit as part of the  
27 County's ride reduction program under the Oregon Department of Environmental Quality  
28 (DEQ)'s Employee Commute Options (ECO) mandate, as well as part of the County's  
29 commitment to limiting traffic congestion and promoting clean air, effective September 2001  
30 each employee shall be eligible to receive a bus pass entirely subsidized by the County for  
31 the employee's personal use .

1           **B. Scope of Subsidy**

2           1. The County will provide a 100% subsidy for employee bus passes. However,  
3 the County may require that the employee pay a percentage if the County subsidy exceeds  
4 the IRS standard for a de minimis employee benefit. It will be the employee's responsibility to  
5 obtain the necessary Photo ID from Tri-Met. Instructions for obtaining the photo ID will be  
6 available through Employee Benefits and will be included in the new hire packets.

7           2. This program is offered only by Tri-Met. However C-Tran will honor the Tri-Met  
8 all zone pass.

9           **C. Procedural Requirements**

10          The procedural requirements for payment and verification that the pass has been  
11 used solely by the employee shall be the same as apply to managerial employees. Such  
12 requirements may change from time to time to ensure efficient and effective implementation  
13 of the program.



1           b. Not possess, consume, manufacture, distribute, cause to be brought,  
2 dispense, or sell illegal drugs or drug paraphernalia, in or to the work place except when  
3 lawfully required as part of the job.

4           c. Not distribute, dispense or sell prescription medications except when  
5 lawfully required as part of the job.

6           d. Not possess or consume prescription medications without a valid  
7 prescription.

8           **2. Possession, consumption, and distribution of alcohol and drugs while**  
9 **off duty on County premises**

10           Employees shall:

11           a. Not use, possess, or distribute illegal drugs.

12           b. Not use or distribute alcohol without authorization.

13           **3. Fitness for duty**

14           Employees shall:

15           a. Not report for duty while "under the influence" of alcohol or drugs. An  
16 individual is considered to be "under the influence" of alcohol if a breathalyzer test indicates  
17 the presence of alcohol at or above the .04% level. An individual is considered to be "under  
18 the influence" of drugs when testing indicates the presence of controlled substances at or  
19 above the levels applying to CDL holders.

20           b. Not render themselves unfit to fully perform work duties because of the  
21 use of alcohol or illegal drugs, or because of the abuse of prescription or non-prescription  
22 medications.

23           c. Comply with legally mandated occupational requirements, whether or not  
24 they are specifically included in this policy. For example, by law holders of Commercial  
25 Drivers Licenses (CDL's) may not perform safety sensitive functions, such as driving, at or  
26 above the .02% level.

27           d. Not be absent from work because of the use of alcohol or illegal drugs, or  
28 because of the abuse of prescription or non-prescription medications, except when absent to  
29 participate in a bona fide assessment and rehabilitation program while on FMLA leave.

30           e. Inform themselves of the effects of any prescription or non-prescription  
31 medications by obtaining information from health care providers, pharmacists, medication  
32 packages and brochures, or other authoritative sources in advance of performing work  
33 duties.

1           f. Notify their supervisors in advance when their use of prescription or non-  
2 prescription medications may impair the employee's ability to perform the essential functions  
3 of their position that will result in a direct threat to others. Such employees include, but are  
4 not limited to, sworn officers, holders of Commercial Driver's License, and those handling  
5 hazardous equipment or materials. Employees who drive a motor vehicle as part of their job,  
6 whether a County vehicle or their personal vehicle should report when they are taking any  
7 medication that may impair their ability to drive.

8           **4. Cooperation with Policy Administration**

9           Employees shall:

10           a. Not interfere with the administration of this Drug Policy. Examples include,  
11 but are not limited to, the following: tainting, tampering, or substitution of urine samples;  
12 falsifying information regarding the use of prescribed medications or controlled substances;  
13 or failure to cooperate with any tests outlined in this policy to determine the presence of  
14 drugs or alcohol.

15           b. Provide within twenty four (24) hours of request a current valid prescription  
16 in the employee's name for any drug or medication which the employee alleges gave rise to  
17 reasonable suspicion of being under the influence of alcohol or drugs.

18           c. Respond fully and accurately to inquiries from the County's Medical  
19 Review Officer (MRO); authorize MRO contact with treating health care providers upon  
20 request.

21           d. Complete any assessments or treatment programs required under this  
22 Policy.

23           e. Sign a waiver upon request authorizing treatment providers to disclose  
24 confidential information necessary to verify successful completion of any assessment or  
25 treatment program required under this Policy.

26           f. Disclose promptly (upon the next working day) and fully to his/her  
27 supervisor:

28           i. All drug or alcohol-related arrests, citations, convictions, guilty pleas,  
29 no contest pleas or diversions which resulted from conduct which occurred while he or she  
30 was on duty, on County property, or in a County vehicle; or

31           ii. Any other violation of laws regulating use of alcohol and controlled  
32 substances which adversely affects an employee's ability to perform major job functions,  
33 specifically to include loss or limitation of driving privileges when the employee's job is  
34 identified as requiring a valid license.

**C. Levels of Discipline**

1           **1.** The level of discipline imposed on non-probationary employees for violation of  
2 the Alcohol and Drug Policy Work Rules above or other violations resulting from the use of  
3 alcohol or drugs will be according to the provisions of Article 17, Disciplinary Action.

4           **2.** Employees will be held fully accountable for their behavior. Use of alcohol or  
5 drugs, or alcohol or drug dependency, will not mitigate the discipline imposed for rule  
6 violations, misconduct, or poor performance except as specifically provided in the section on  
7 last chance agreements below.

8           **3.** The Parties acknowledge that, all other things being equal, certain duties  
9 imply a higher standard of accountability for compliance with the requirements of this policy  
10 than others. These duties include, but are not limited to, the following:

- 11           **a.** Carrying firearms,
- 12           **b.** Work in the criminal justice system,
- 13           **c.** Responsibility for public safety or the safety of co-workers,
- 14           **d.** Handling narcotics or other controlled substances,
- 15           **e.** Handling hazardous equipment or materials,
- 16           **f.** Influencing the behavior of minors, and
- 17           **g.** Holding a Commercial Drivers License.

18           **4.** In instances in which the County determines that an employee's conduct  
19 warrants termination, and the employee is diagnosed as having a chemical dependency by a  
20 Substance Abuse Professional (SAP) as provided for in "Section D" below, the County may  
21 offer the employee continued employment under the terms of a last chance agreement, an  
22 example of which is included as an attachment to this addendum.

- 23           **a.** Any Last Chance Agreement will include but not be limited to the following:
  - 24           **i.** The requirement that the employee enroll, participate in, and  
25 successfully complete a treatment program as recommended by the Substance Abuse  
26 Professional;
  - 27           **ii.** The right for the County to administer any number of unannounced  
28 follow up drug or alcohol tests at any time during the work day for a period of two (2) years  
29 from completion of any required treatment or education program;
  - 30           **iii.** The signatures of the employee's supervisor, the employee, and the  
31 employee's Union representative.
- 32

1           b. The offer of a Last Chance Agreement will not set precedent for the  
2 discipline of other employees in the future. Any discipline incorporated in a Last Chance  
3 Agreement may not be grieved under the provisions of Article 18, Settlement of Disputes.

4           **D. Mandatory Assessment and Treatment**

5           1. Employees who are disciplined for conduct which is related to the use of  
6 alcohol or drugs may be required to undergo assessment and to complete a program of  
7 education and/or treatment prescribed by a Substance Abuse Professional selected by the  
8 County. Employees who test positive for alcohol or controlled substances will be required to  
9 undergo assessment at the earliest opportunity, regardless of whether disciplinary action has  
10 been taken.

11           2. The County will verify employees' attendance, and that the assessment and  
12 treatment have been completed. This verification and any other information concerning  
13 alcohol and drug dependency will be treated as confidential medical information per  
14 applicable state and federal law and County Administrative Procedures.

15           3. Policy on the use of leave for assessment and treatment will be the same as  
16 for any other illness.

17           **E. Return to Work Testing**

18           Employees who test positive for being "under the influence" of drugs may be  
19 required to test negative before returning to work. (Note that Federal law requires CDL  
20 holders performing safety sensitive functions to undergo return to work testing after a positive  
21 alcohol or drug test.)

22           **IV. Testing**

23           **A. Basis for Testing**

24           1. **All employees may be tested:**

25           a. Based on reasonable suspicion of being "under the influence" of alcohol or  
26 prohibited drugs;

27           b. Before returning to work after testing positive for being "under the  
28 influence" of alcohol or drugs, or

29           c. As part of a program of unannounced follow-up testing provided for in a  
30 Last Chance Agreement.

31           2. An employee applying for a different County position will be subject to testing  
32 on the same basis, and using the same procedures and methods, as outside applicants.

1           3. Holders of Commercial Drivers Licenses shall be subject to the testing  
2 requirements of federal law, in addition to the requirements herein which apply to all  
3 employees. For example, unlike other employees, CDL holders will be subject to legally  
4 required random testing and testing following certain kinds of accidents.

5           **B. Establishing Reasonable Suspicion**

6           **1. Definition**

7           a. "Reasonable suspicion" is a set of objective and specific observations or  
8 facts which lead a supervisor to suspect that an employee is under the influence of drugs,  
9 controlled substances, or alcohol. Examples include, but are not limited to: slurred speech,  
10 alcohol on the breath, loss of balance or coordination, dilated or constricted pupils, apparent  
11 hallucinations, high absenteeism or a persistent pattern of unexplained absenteeism, erratic  
12 work performance, persistent poor judgment, difficulty concentrating, theft from office or from  
13 other persons, unexplained absences during office hours, or employee's admission of use of  
14 prohibited substances.

15           b. Lead workers who oversee day to day work activities are "supervisors" for  
16 the purposes of establishing reasonable suspicion and directing employees to be tested on  
17 that basis. This provision applies to lead workers who supervise or act as lead workers as  
18 part of their job description, (such as Corrections Records Supervisors and Maintenance  
19 Crew Leaders), as well as to those who receive premium pay under Addendum B, Lead  
20 Worker Assignment and Pay.

21           **2. Supervisory training**

22           The County will provide training to all supervisors on establishing reasonable  
23 suspicion and the nature of alcohol and drug dependency. Supervisors who have not been  
24 trained will not have the authority to direct employees to be tested on the basis of reasonable  
25 suspicion of being under the influence.

26           **3. Additional precautions**

27           Application of the "Reasonable Suspicion" standard to any employee in this  
28 bargaining unit shall include the following additional precautions:

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

31           b. The supervisor shall provide upon request within forty eight (48) hours of  
32 the oral determination of "reasonable suspicion" a written specification of the grounds for  
33 reasonable suspicion; and

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

5           **C. Testing Methodology**

6           1. Testing procedures for all employees will be governed by the same standards  
7 as apply to CDL drivers under federal law. These standards include, but are not limited to,  
8 those governing sample acquisition, the chain of custody, laboratory selection, testing  
9 methods and procedures, and verification of test results.

10           2. In accordance with CDL standards, the County will contract with a medical  
11 doctor trained in toxicology to act as an MRO (Medical Review Officer). He or she will review  
12 preliminary positive test results with employees and any relevant health care providers  
13 before the results are reported to the County. Based on his or her professional judgment, he  
14 or she may change the preliminary test result to negative. The County will not be able to  
15 distinguish a test result that is negative by MRO intervention from any other negative result.

16           3. In addition to compliance with federal guidelines, the following safeguards will  
17 also be applied:

18           a. Test results will be issued by the MRO or the testing laboratory only to the  
19 investigatory or supervisory personnel designated by the County. The results will be sent by  
20 certified mail or hand-delivered to the employee within three working days of receipt of  
21 results by the County.

22           b. If an employee disagrees with the results of the alcohol or drug test, the  
23 employee may request, in writing within five (5) days of receipt of test results, that the sample  
24 be re-tested at the employee's expense by the testing laboratory. The result of any such  
25 retest will be deemed final and binding and not subject to any further test. Failure to make a  
26 timely written request for a retest shall be deemed acceptance of the test results. If an  
27 employee requests a retest, any disciplinary action shall be stayed pending the results of the  
28 re-testing.

29           c. Test reports are medical records, and will be handled according to  
30 applicable state and federal law and County Administrative Procedures which insure the  
31 confidentiality of such records.

1 **V. Definitions**

2 **A. Alcohol:**

3 Ethyl alcohol and all beverages or liquids containing ethyl alcohol. Levels of  
4 alcohol present in the body will be measured using a breathalyzer test.

5 **B. Controlled Substance:**

6 All forms of narcotics, depressants, stimulants, analgesics, hallucinogens, and  
7 cannabis, as classified in Schedules I-V under the Federal Controlled Substances Act (21  
8 USC § 811-812) as modified under ORS 475.035, whose sale, purchase, transfer, use, or  
9 possession is prohibited or restricted by law.

10 **C. County:**

11 Multnomah County, Oregon.

12 **D. Drug Paraphernalia:**

13 Drug paraphernalia means any and all equipment, products, and materials of any  
14 kind, as more particularly defined in ORS 475.525(2), which are or can be used in connection  
15 with the production, delivery, or use of a controlled substance as that term is defined by ORS  
16 475.005.

17 **E. Drug Test:**

18 A laboratory analysis of a urine sample to determine the presence of certain  
19 prohibited drugs or their metabolites in the body.

20 **F. Drugs:**

21 Controlled substances, designer drugs (drug substances not approved for medical  
22 or other use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug  
23 Administration), and/or over-the-counter preparations available without a prescription from a  
24 medical doctor that are capable of impairing an employee's mental or physical ability to  
25 safely, efficiently, and accurately perform work duties.

26 **G. Medical Review Officer (MRO):**

27 A medical doctor trained in toxicology who contracts with employers primarily to  
28 review positive preliminary drug test results with employees. The MRO determines whether  
29 or not the results are likely to have been caused by factors other than drug abuse.

30 **H. On Duty:**

31 The period of time during which an employee is engaged in activities which are  
32 compensable as work performed on behalf of the County, or the period of time before or after

1 work when an employee is wearing a uniform, badge, or other insignia provided by the  
2 County, or operating a vehicle or equipment which identifies Multnomah County.

3 **I. Prescription Medication:**

4 A medication for which an employee is required by law to have a valid, current  
5 prescription.

6 **J. Reasonable Suspicion of Being Under the Influence of Drugs or Alcohol:**

7 See "Section IV. B. 1. a" above.

8 **K. Substance Abuse Professional (SAP):**

9 A licensed physician, or licensed or certified psychologist, social worker,  
10 employee assistance professional, or addiction counselor with knowledge of and clinical  
11 experience in the diagnosis and treatment of alcohol and controlled substance-related  
12 disorders.

13 **L. Under the Influence of Alcohol:**

14 See "Section III. B. 3.a" above.

15 **M. Under the Influence of Drugs:**

16 See "Section III. B. 3.a" above.

---

17  
18 **LAST CHANCE AGREEMENT**  
19

---

20  
21 The following agreement is entered into between The Employer and The Employee. Failure  
22 on the part of the employee to meet the expectations below will result in the termination of  
23 his or her employment.

- 24  
25 1. I agree to be evaluated by a qualified alcohol/substance abuse counselor, and if  
26 required, I shall immediately enroll and continue in a bona fide alcohol/drug inpatient  
27 or outpatient rehabilitation program approved by the Employer. I fully understand that  
28 should I fail to complete either the inpatient or outpatient program, my employment  
29 with The Employer will be terminated.
- 30  
31 2. I agree to comply with and complete the conditions of my "Aftercare Plan" as  
32 recommended by my treatment counselor. If I must be absent from my aftercare  
33 session, I must notify the employer. The Employer has my permission to verify my

1 attendance at required meetings. If I do not continue in the aftercare program, I  
2 understand that my employment will be terminated.

3  
4 3. I understand that the signing of this agreement shall allow the Employer the right to  
5 communicate with my physician and/or counselors regarding my status and progress  
6 of rehabilitation and aftercare.

7  
8 4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing  
9 (urinalysis or breath test) by the Employer for a period of 24 months from the date I  
10 return to work. (This time period will increase accordingly if I am absent from work, for  
11 any reason, for a cumulative period of one month or more.) I understand that if I  
12 refuse to take a drug test or if the test is positive, my employment will be terminated.

13  
14 5. I agree to return to work upon successful completion of the alcohol/drug rehabilitation  
15 program.

16  
17 6. It is understood that this agreement constitutes a final warning.

18  
19 7. I understand the Employee Assistance Program is available to me should personal  
20 problems arise in the future that may have an effect on my ability to remain in  
21 compliance with the Drug and Alcohol Policy and/or this agreement.

22  
23 8. I realize that violation of the Drug and Alcohol Rules and/or policies at any time in the  
24 future is cause for termination.

25  
26 9. I realize that my employment will be terminated if I fail to meet the expectations  
27 outlined in this Agreement and the letter attached.

28 **Disciplinary Action**

29 I understand that the disciplinary action imposed in the attached letter may not be  
30 grieved under the grievance procedure in the Local 88, Juvenile Custody Services Specialist  
31 Unit contract.

32 **Personal Commitment**

33 I pledge and agree to abide by the terms of this agreement. I understand that a  
34 violation of or noncompliance with any of these terms will result in my being terminated.

1 Further, I pledge to remain free of all illegal drugs and also not to abuse legal drugs  
2 (including alcohol). I hereby consent to the County's contacting any treatment or health care  
3 provider who may have information on my alcohol or drug dependency condition and/or  
4 compliance with the terms of this agreement and authorize the provider to furnish such  
5 information to the County.

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

12  
13 \_\_\_\_\_  
14 (Employee) (Date) (Exempt Employee With (Date)  
15 Disciplinary Authority)\*\*

16  
17 \_\_\_\_\_  
18 (Labor Representative ) (Date) (Employee's Immediate (Date)  
19 Exempt Supervisor) (\*\* optional)

20  
21 \_\_\_\_\_  
22 (Multnomah County (Date)  
23 Labor Relations, if applicable\*)

24  
25 Footnotes:

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

27 \*\* Always necessary.

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

**ADDENDUM E**  
**SENIORITY LISTING AS OF DATE OF CONTRACT SIGNING**

**MULTNOMAH COUNTY**  
**Seniority Report**  
**Department of Community Justice**  
**Job: 6273, Juvenile Custody Services Specialist**

<b>Seniority Order</b>	<b>Name</b>	<b>Class Seniority</b>
1	Weatherford, Lee W	6/1/1986
2	Woehler, Thomas E	8/15/1989
3	Buell, Nicholis A	7/2/1990
4	Aumueller, Roland T	7/2/1990
5	Miller, John L	7/11/1990
6	Holland, Paul	7/14/1990
7	Peterson, Mike J	7/6/1991
8	Crocker, Mary A	1/27/1992
9	Bleth, Douglas L	1/27/1992
10	Buslach, Joseph A	1/27/1992
11	Kosharek, Bruce W	10/5/1992
12	Coppedge, Damein A	10/5/1992
13	Talalemotu, Faasaoina	8/1/1993
14	Hiebert, William	8/3/1993
15	Hall, Richard	1/13/1994
16	Bynum, Reginald D	1/18/1994
17	Wolpert, Bernhard E	5/9/1994
18	Owens, Pamela J	8/17/1994
19	Quist, Bradford A	8/19/1994
20	Godfrey, Leland B	12/15/1994
21	Stevens-Hiebert, Tracy J	4/17/1995
22	Junta, Brian	4/18/1995
23	Norman, James E	4/20/1995
24	Kim, James C	6/1/1995
25	Dodge, Linda A	11/5/1995
26	Wheeler, Scott A	11/6/1995
27	Sandquist, Ronald F	1/21/1996
28	Porter, Tau A	6/13/1996
29	Vuky, Paul	6/14/1996

<b>Seniority Order</b>	<b>Name</b>	<b>Class Seniority</b>
30	Andersen, Kimberly	6/16/1996
31	Sullivan, Mary J	8/16/1997
32	Pascual, Belinda D	9/2/1997
33	Thies, Linda M	11/17/1997
34	Spruill, Stefon L	11/19/1997
35	Wilkie, Tracey L	1/12/1998
36	Phandouangsy, Soukphavanh	1/12/1998
37	Jaramillo, Arnoldo	4/19/1998
38	Washington, Roy L	4/20/1998
39	Arthur, Stephen F	4/21/1998
40	Updike, Heather K	4/24/1998
41	Junta, Ramona L	11/16/1998
42	Thompson, Shawn M	11/17/1998
43	Malray, Barbara J	12/1/1998
44	Faalevao, Sualua	12/3/1998
45	Lefebvre, Izzy L	1/11/1999
46	Phillippi-Jansen, Steven	7/19/2000
47	Cox, Tami K	7/19/2000
48	Roady, Loretta M	10/1/2000
49	Riemer, Dana L	11/1/2000
50	Beltz, Christine M	4/22/2001
51	Kennedy, Mark D	5/20/2001
52	Lambert, Cynthia M	9/13/2001
53	Bennett, Patrick C	4/6/2002
54	Aden, Roland K	12/13/2003
55	Steward, Anthony R	5/20/2004
56	Whitehorn Jr, Johnnie	11/10/2005
57	Salu, Tafiko V	11/21/2005

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**INDEX**

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**- A -**

Addendum A, Classifications p. 96  
Addendum B, Lead worker Assignment  
and Pay, p. 97-98  
Addendum C, Auto Reimbursement and  
Transit Subsidies, p. 99-101  
    Auto Allowance, p. 99-100  
    Bus Pass, p. 100-101  
    Incidental parking, p. 100  
Addendum D, Drug and Alcohol Policy,  
p. 102-112  
    Last Chance Agreement, p. 110-112  
Auto allowance and Compensation, p. 57

**- B -**

Bereavement leave, p. 29-30  
Biennial Signup, p. 85  
Bilingual Pay, p. 59  
Bumping, p. 81-82

---

**- C -**

Catastrophic Leave Program, p. 27  
Certification  
    Of Union Officers, p. 5  
    Of County Designee, p. 5  
Changes in Existing Conditions, p. 90  
Charging of Vacation Leave, p. 21  
Compensation, p. 54-59  
Crossing of Picket Lines, p. 14

---

**- D -**

Deferred Compensation Plan, p. 57  
Definitions, p. 2-4  
Definition of Seniority, p. 79  
Definition of Unit, p. 5  
Disability Insurance, 27  
Disciplinary action, p. 68-69  
    Appeal Rights, p. 68  
    Definition of Cause, p. 68  
    Forms of Discipline for Cause and  
    Notice Requirements, p. 68  
    Manner of Accomplishing  
    Reprimands, p. 69  
    No Abridgement of Rights, p. 69  
Discrimination (No), p. 89  
Disputes, Settlement of, p. 70-74

---

**- E -**

Employee Disciplinary Action, p. 14  
Entire Agreement, p. 93

---

**- F -**

Fair share service fees, p. 7-8  
Flexible work schedules, p. 52-53  
FTE (Full time equivalency),  
    Definition of, p. 2  
Full-time employee, definition of, p. 2

---

**- G -**

General Provisions, p. 89-91  
Grievances, *see Settlement of Disputes*

---

- H -

Holidays, p. 16-19  
Holiday During Leave, p. 19  
Holiday Observance, p. 18  
Holiday Pay, p. 18-19

---

- I -

Inclement Weather and Natural Disasters  
Policy, p. 30  
Informational picketing, p. 15

---

- J -

Judicial leave, p. 28-29

---

- L -

Layoff, *see Seniority and Layoff*  
Lockout (No), p. 14  
Loss of Personal property, p. 91

---

- M -

Medical and Dental Insurance, p. 31-43  
Military leave, p. 29  
Minimum Pay for Reporting to Work  
Outside of Regularly Scheduled Hours,  
p. 54-55  
Modification of Work Performed by the  
Bargaining Unit, p. 75-76  
Contracting, p. 75  
Intergovernmental Agreements, p. 76  
Rights and Benefits of Employees  
Involved in Consolidation, Merger,  
and Acquisition of Positions, p. 76  
Volunteers, p. 76

---

- N -

No Discrimination, p. 89  
No Lockout, p. 14  
No Prejudicial Harassment, p. 89  
No Strike, p. 14  
No Strike or Lockout, p. 14-15

---

- O -

Other Benefits, p. 44  
Overpayments and Payments in Violation  
of Contract, p. 57-58  
Overtime, p. 55-56

---

- P -

Pay periods, p. 54  
Payoff Upon Termination or Death,  
Vacation Leave, p. 21  
Pensions, p. 64-67  
PERS Membership, p. 64  
PERS Pickup, p. 64  
Personnel Examinations/Interviews, p. 30  
Personnel Rules and Records, p. 87-88  
Personnel Records and Information,  
p. 87-88  
Personnel Rules, p. 87  
Posting of Work Schedules, p. 49  
Prejudicial Harassment (No), p. 89  
Premium pay / Computation, p. 58

---

- R -

Representation of Employees, p. 73-74  
Retiree Medical Insurance, p. 65-67  
Regular employee, definition, p. 3,  
Rights of Bargaining Unit Employees, p. 7

Right to Compensation for Regularly  
Scheduled Hours, p. 49  
Rules, p. 90

---

- S -

Savings Clause and Funding, p. 92  
Funding, p. 92  
Savings Clause, p. 92  
Scheduling the Work Day, p. 50-52  
Seniority and Layoffs, p. 79-84  
Bumping, p. 81-82  
Computation of Seniority, p. 79-80  
Definition of Seniority, p. 79  
Layoff, p. 80-81  
Notice and Recall Lists, p. 82-83  
Posting Process, p. 84  
Recall, p. 83  
Seniority Application, p. 83  
Seniority and Bumping by Exempt  
Employees, p. 84  
Special Provisions to Save  
Employees from Layoff, p. 84  
Settlement of Disputes, p. 70-74  
Filing a Grievance, p. 70-71  
Purpose, p. 70  
Steps of the Grievance Procedure,  
p. 71-73  
Shift and Work Assignment, p. 85-86  
Change of Work Scheduling, p. 86  
Permanent Assignments, p. 85-86  
Shift System and Signup, p. 86  
Temporary Assignments, p. 85  
Vacancy Defined, p. 85  
Shift differential, p. 56-57

Sick leave, p. 22-27  
Catastrophic Leave Program, 27  
Disability Insurance p. 27  
Fitness for Duty, p. 27  
Paid Sick Leave, p. 22-23  
Use and Misuse of Leave for Sick  
leave Purposes, p. 24-27  
Signature page, p. 95  
Step Placement and Seniority Dates,  
p. 60-62  
Strike (No), p. 14  
Successor Insurance Plans, p. 44-45

---

- T -

Table of vacation Accrual Rates, p. 20  
Termination, p. 94  
Temporary Work in a Higher  
Classification, p. 62-63  
Translation and Second Language  
Requirements, p. 59

---

- U -

Uniform Time Charging Provisions, p. 53  
Uniforms and Protective Clothing, p. 91  
Union Business Leave, p. 11-12  
Union Dues, p. 7  
Union Representation, p. 9-13  
Union Security and Check Off, p. 7-9  
Unit, definition of, p. 5  
Unpaid Leaves of Absence, p. 28  
Use and Scheduling of Accrued Vacation,  
p. 21  
Use of Accrued Vacation for Sick leave  
and Other Purposes, p. 21

---

- V -

Vacation leave, p. 20-21

Vacation, scheduling of, p. 21

Voluntary Standby Pay, p. 58

---

- W -

Wage Adjustments, p. 54

Wage schedule, p. 60

Waiver of State Overtime Requirements,  
p. 58

Workloads and Standards, p. 77-78

Employee Development and Training,  
p. 77

Performance Evaluation, p. 78

Work Days and Days Off, p. 49-50

Work Schedules, p. 49-53

Workers' Compensation

and Supplemental Benefits, p. 46-48

Benefits, p. 48

Borrowing of Sick Leave, p. 48

Coverage, p. 46

Denied Claims, p. 47-48

Seniority, p. 46

Probationary Employees, p. 46

Supplemental Benefits, p. 47



**MULTNOMAH COUNTY  
AGENDA PLACEMENT REQUEST**

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-6 DATE 01.19.06  
DEBORAH L. BOGSTAD, BOARD CLERK

**Board Clerk Use Only**

**Meeting Date:** 01/19/06  
**Agenda Item #:** R-6  
**Est. Start Time:** 10:10 AM  
**Date Submitted:** 01/10/06

**BUDGET MODIFICATION:** -

**Agenda Title:** **Approval of 2005-2006 Wage Re-openers for the Labor Agreement between Multnomah County and the International Brotherhood of Electrical Workers, Local 48**

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

<b>Date Requested:</b>	<u>January 19, 2006</u>	<b>Time Requested:</b>	<u>5 Minutes</u>
<b>Department:</b>	<u>Department of County Management</u>	<b>Division:</b>	<u>Human Services</u>
<b>Contact(s):</b>	<u>Jim Younger</u>		
<b>Phone:</b>	<u>503-988-5015</u>	<b>Ext.</b>	<u>28504</u>
		<b>I/O Address:</b>	<u>503/4</u>
<b>Presenter(s):</b>	<u>Jim Younger County Representative and a Local 48 Representative</u>		

**General Information**

**1. What action are you requesting from the Board?**

The Department of County Management recommends approval of wage adjustments for employees covered by the Local 48 collective bargaining agreement.

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

The 2004-2007 Local 48 agreement provided for a re-opener of Wages for fiscal years 2005/2006 and 2006/2007. Through a series of negotiations, the parties agreed on the following wages adjustments for fiscal year 2005/2006 and 2006/2007.

September 1, 2005: 3.0% Inflation Adjustment to the wage scale.

- o January 1, 2006: Add 1.5% market adjustment for all classifications contained in the bargaining agreement.
- o July 1, 2006: Inflation adjustment based on Consumer Price Index for Urban Wage Earners

and Clerical Workers (CPI-W), for second half 2004 to second half 2005, with a minimum increase of 2% and a maximum increase of 4% plus 1.0% market adjustment for all classifications contained in the bargaining unit.

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

Due to the timing of the adjustments, the annualized rate increase for FY06 is about 3.27%. Departments have budgeted 2.4% of this increase. The estimated cost for FY06 is \$54,000 of which \$14,500 is unbudgeted. Departments will be absorbing the unbudgeted cost within existing budgets.

For FY07, the existing wage scale is increased by 4.5% plus FY07 COLA plus a 1% market adjustment. FY07 Program Offers will reflect this adjustment.

**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.

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**Required Signatures**

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**Department/  
Agency Director:**

*Mindy Harris*

---

**Date: 01/10/06**

---

**Budget Analyst:**

*Anthony*

---

**Date: 01/10/06**

---

**Department HR:**

*Jen Younger*

---

**Date: 01/06/06**

---

**Countywide HR:**

*Tami Graves*

---

**Date: 01/10/06**

---

**2004-2007**  
**A G R E E M E N T**  
**Between**  
**MULTNOMAH COUNTY, OREGON**  
**and**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**LOCAL 48, AFL-CIO**

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and International Brotherhood of Electrical Workers, Local 48, AFL-CIO, hereinafter referred to as the Union.

The parties agree for fiscal years 2005 – 2006 and 2006 – 2007 to modify Article 15 – Wages, Section 1(a, b, c) and Addendum A – Wages and Classifications as follows:

**ARTICLE 15**  
**WAGES**

1. Wages and Classification Schedule

a. **September 1, 2005**

Effective September 1, 2005, employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Addendum A. Said schedule reflects an increase of three percent (3%) effective September 1, 2005.

b. **January 1, 2006**

Effective January 1, 2006 employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Addendum A-1. Said schedule reflects a 1.5% market adjustment.

c. **July 1, 2006**

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

IN WITNESS WHEREOF, the Parties hereto have set their hands this \_\_\_\_ day of \_\_\_\_\_, 2006.

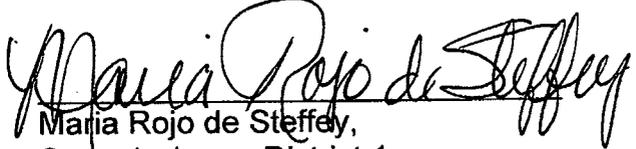
FOR THE UNION:

\_\_\_\_\_  
Barry Mitchell, Business Manager  
IBEW Local 48, AFL-CIO

\_\_\_\_\_  
Mike Koler, Representative  
IBEW Local 48, AFL-CIO

MULTNOMAH COUNTY, OREGON  
BOARD OF COMMISSIONERS:

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

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

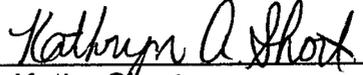
\_\_\_\_\_  
Serena Cruz Walsh,  
Commissioner, District 2

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

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

REVIEWED:

Agnes Sowle, County Attorney  
For Multnomah County, Oregon

\_\_\_\_\_  
  
By: Kathryn Short  
Assistant County Attorney

NEGOTIATED BY:

\_\_\_\_\_  
  
By: Jim Younger, HR Manager

**ADDENDUM A**  
**WAGES AND CLASSIFICATIONS**  
**ELECTRICAL WORKERS**

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Effective September 1, 2005

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CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
ELECTRICIAN	26.74	27.56					
ELECTRONIC TECHNICIAN	26.74	27.56					
ELECTRONIC TECH. ASS.	18.49	19.04	19.62	20.20	20.83	21.47	22.09
ELECTRONIC TECH. CHIEF	29.10	29.95					
ALARM TECHNICIAN	24.28	25.01					

ADDENDUM A-1  
WAGES AND CLASSIFICATIONS  
ELECTRICAL WORKERS

Effective January 1, 2006

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CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
ELECTRICIAN	27.14	27.97					
ELECTRONIC TECHNICIAN	27.14	27.97					
ELECTRONIC TECH. ASS.	18.77	19.33	19.91	20.50	21.14	21.79	22.42
ELECTRONIC TECH. CHIEF	29.54	30.40					
ALARM TECHNICIAN	24.64	25.39					



**MULTNOMAH COUNTY  
AGENDA PLACEMENT REQUEST**

**Board Clerk Use Only**

**Meeting Date:** 01/19/06  
**Agenda Item #:** R-7  
**Est. Start Time:** 10:15 AM  
**Date Submitted:** 01/11/06

**BUDGET MODIFICATION:** -

<b>Agenda Title:</b>	<b>RESOLUTION Declaring the Penumbra Kelly Building, 4747 East Burnside Street, Portland, Oregon, as Surplus Property and Authorizing Facilities and Property Management Division to Commence the Surplus Property Process and the Major Facilities Capital Project Process</b>
----------------------	---

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

<b>Date</b>	January 19, 2006	<b>Time</b>	10 minutes
<b>Requested:</b>	_____	<b>Requested:</b>	_____
<b>Department:</b>	Non-Departmental	<b>Division:</b>	Chair's Office
<b>Contact(s):</b>	Diane Linn		
<b>Phone:</b>	(503) 988-3308	<b>Ext.</b>	83308
		<b>I/O Address:</b>	503/600
<b>Presenter(s):</b>	Doug Butler		

**General Information**

**1. What action are you requesting from the Board?**

Approval of the Resolution declaring the Penumbra Kelly Building, 4747 East Burnside Street, Portland, Oregon, as surplus property and authorizing Facilities and Property Management Division to commence the Surplus Property Process and the Major Facilities Capital Project Process

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

The Penumbra Kelly Building ("Property"), located at 4747 East Burnside Street, Portland, Oregon, is a 38,000 square foot office and general use building. Approximately half of the Property is leased to the City of Portland ("City") for the Police Bureau's Southeast Precinct. The City has a right of first refusal to purchase should the Board determine that the Property be offered for sale. Multnomah County Information Technology ("ISD") occupies the balance of the building. After four months of analysis, ISD and Facilities and Property Management Division ("Facilities") have made a preliminary determination that relocating the staff, functions, and equipment from the

Property to other County facilities, principally the Multnomah Building, would be in the County's best interests, offering operational efficiencies over the term of occupancy. Because ISD can be relocated to other County facilities, the Director of Facilities and Property Management ("Facilities Director") has determined that the Property is no longer required for County use. Upon relocation of ISD to other County facilities, the County will have no practical, efficient, or appropriate use for the Property. The Facilities Director is recommending that the Property be declared surplus.

The declaration of surplus makes no determination or recommendation as to the building's final disposition. It starts the public input process that will be used in a disposition recommendation. Facilities and Property Management, in conjunction with the Public Affairs Office, would commence the public notification requirements of the Surplus Property Process; including solicitation of public input noting that the City of Portland has a right of first refusal should the County decide to sell the property. If the City declines and the County elects to sell the property, the City is entitled to their pro rata share of the sales proceeds, or 54.3%. Facilities and Property Management, in conjunction with the Public Affairs Office and Board Staff, will prepare a report to the Board, as specified under the Surplus Property Process, not later than 45 days from the date public input is due.

The Board established a policy for Major Facilities Capital Projects by adoption of Resolution No. 02-136 dated October 17, 2002. Administrative Procedure, FAC-1, establishes the comprehensive process for planning, authorization and construction of Major Facilities Capital Projects directed by Resolution No. 02-136. A Major Facilities Capital Project is a project with a total capital budget greater than \$1,000,000. Facilities has made the initial determination that a relocation of ISD from the Property will exceed \$1,000,000. FAC-1 provides for a phased project process. The procedure further provides that, with the approval of the Board, one or more phases may be combined for presentation to the Board. Facilities and ISD have determined that, due to the unique nature of the project, it is more economical and efficient to combine the Preliminary Planning Proposal and Project Proposal with the Project Plan for presentation to the Board.

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

Fiscal impact from the surplus designation will depend upon final disposition recommendation by the Board. The 2005 assessed value for the Property was \$4,756,400 (Improvements: \$3,376,420 Land: \$1,379,980.) The fiscal impact of the Major Facilities Capital Project will be presented for Board consideration and approval with the Project Plan, within 45 days.

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

Resolution 04-185 establishes policy for public input when a surplus declaration is made. The Director will ensure compliance with the policy.

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

Under Resolution 04-185, the Surplus Property Process adopted December 9, 2004, when the Board, by resolution, declares a property surplus, the Director places a sign on the property for not less than 45 days declaring it surplus. The sign will say:

"Notice of surplus property: this property has been designated surplus by the Multnomah Board of County Commissioners. Multnomah County is seeking input as to the future of this property. Interested parties are invited to express an interest in the property and any proposals for disposition. The Board will hold a public hearing to consider disposition of the property after receiving public input. All those who submit statements of interest will be notified by mail of the date and time of the hearing."

The sign provides the date by which the statements must be submitted (approximately March 10,

2006, if adopted), an address where statements are to be submitted and contact information. A notice containing the same information will also be published in a newspaper of general circulation in the County once a week for three consecutive weeks with the last publication not less than one week prior to the date by which statements must be submitted.

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**Required Signatures**

---

**Department/  
Agency Director:**

*Chris McG*

**Date:** 01/11/06

---

**Budget Analyst:**

**Date:**

---

**Department HR:**

**Date:**

---

**Countywide HR:**

**Date:**

---

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Declaring the Penumbra Kelly Building, 4747 East Burnside Street, Portland, Oregon, as Surplus Property and Authorizing Facilities and Property Management Division to Commence the Surplus Property Process and the Major Facilities Capital Project Process

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

- a. By Resolution 04-185 dated December 9, 2004, the Board adopted a policy for declaring real property owned by the County as surplus ("Surplus Property Process").
- b. The Penumbra Kelly Building ("Property"), located at 4747 East Burnside Street, Portland, Oregon, is a 38,000 square foot office and general use building. Approximately half of the Property is leased to the City of Portland ("City") for the Police Bureau's Southeast Precinct. The City has a right of first refusal to purchase should the Board determine that the Property be offered for sale. Multnomah County Information Technology ("ISD") occupies the balance of the building.
- c. ISD and Facilities and Property Management Division ("Facilities") have made a preliminary determination that relocating the staff, functions, and equipment from the Property to other County facilities would be in the County's best interests.
- d. Because ISD can be relocated to other County facilities, the Director of Facilities and Property Management ("Facilities Director") has determined that the Property is no longer required for County use. Upon relocation of ISD to other County facilities, the County will have no practical, efficient, or appropriate use for the Property. The Facilities Director recommends that the Property be declared surplus.
- e. The Board established a policy for Major Facilities Capital Projects by adoption of Resolution No. 02-136 dated October 17, 2002. Administrative Procedure, FAC-1, establishes the comprehensive process for planning, authorization and construction of Major Facilities Capital Projects directed by Resolution No. 02-136. A Major Facilities Capital Project is a project with a total capital budget greater than \$1,000,000. Facilities has made the initial determination that a relocation of ISD from the Property will exceed \$1,000,000.
- f. FAC-1 provides for a phased project process. The procedure further provides that, with the approval of the Board, one or more phases may be combined for presentation to the Board. Facilities and ISD have determined that, due to the unique nature of the project, it is more economical and efficient to combine the Preliminary Planning Proposal and Project Proposal with the Project Plan for presentation to the Board.

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

1. The Penumbra Kelly Building is declared surplus. Facilities, in conjunction with the Public Affairs Office, is directed to commence the public notification requirements of the Surplus Property Process, including solicitation of public input.
2. Facilities, in conjunction with the Public Affairs Office, ISD and Board Staff, is directed to prepare a report to the Board, as specified under the Surplus Property Process, not later than 45 days from the date public input is due.
3. Facilities, in conjunction with ISD, is directed to prepare and present to the Board, not later than 45 days from the date of this Resolution, a combined Preliminary Planning Proposal, Project Proposal and Project Plan for relocation of ISD from the Penumbra Kelly Building to other County facilities.

ADOPTED this 19<sup>th</sup> day of January, 2006.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By  \_\_\_\_\_  
John S. Thomas, Deputy County Attorney

#1

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

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

MEETING DATE: Jan. 19, 2006

SUBJECT: Kelly Building  
AKA Southeast Precinct

AGENDA NUMBER OR TOPIC: Surplus Property Process R-7

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

NAME: Mary Ann Schwab

ADDRESS: 605 SE 38<sup>th</sup> Avenue

CITY/STATE/ZIP: Portland, OR 97214-3203

PHONE: \_\_\_\_\_

DAYS: (503) 236-3522

EVES: \_\_\_\_\_

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

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

SPECIFIC ISSUE: stewardship responsibility

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.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 06-010**

Declaring the Penumbra Kelly Building, 4747 East Burnside Street, Portland, Oregon, as Surplus Property and Authorizing Facilities and Property Management Division to Commence the Surplus Property Process and the Major Facilities Capital Project Process

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

- a. By Resolution 04-185 dated December 9, 2004, the Board adopted a policy for declaring real property owned by the County as surplus ("Surplus Property Process").
- b. The Penumbra Kelly Building ("Property"), located at 4747 East Burnside Street, Portland, Oregon, is a 38,000 square foot office and general use building. Approximately half of the Property is leased to the City of Portland ("City") for the Police Bureau's Southeast Precinct. The City has a right of first refusal to purchase should the Board determine that the Property be offered for sale. Multnomah County Information Technology ("ISD") occupies the balance of the building.
- c. ISD and Facilities and Property Management Division ("Facilities") have made a preliminary determination that relocating the staff, functions, and equipment from the Property to other County facilities would be in the County's best interests.
- d. Because ISD can be relocated to other County facilities, the Director of Facilities and Property Management ("Facilities Director") has determined that the Property is no longer required for County use. Upon relocation of ISD to other County facilities, the County will have no practical, efficient, or appropriate use for the Property. The Facilities Director recommends that the Property be declared surplus.
- e. The Board established a policy for Major Facilities Capital Projects by adoption of Resolution No. 02-136 dated October 17, 2002. Administrative Procedure, FAC-1, establishes the comprehensive process for planning, authorization and construction of Major Facilities Capital Projects directed by Resolution No. 02-136. A Major Facilities Capital Project is a project with a total capital budget greater than \$1,000,000. Facilities has made the initial determination that a relocation of ISD from the Property will exceed \$1,000,000.
- f. FAC-1 provides for a phased project process. The procedure further provides that, with the approval of the Board, one or more phases may be combined for presentation to the Board. Facilities and ISD have determined that, due to the

unique nature of the project, it is more economical and efficient to combine the Preliminary Planning Proposal and Project Proposal with the Project Plan for presentation to the Board.

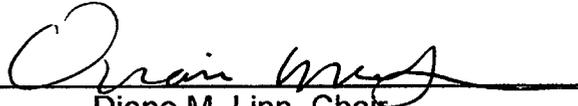
**The Multnomah County Board of Commissioners Resolves:**

1. The Penumbra Kelly Building is declared surplus. Facilities, in conjunction with the Public Affairs Office, is directed to commence the public notification requirements of the Surplus Property Process, including solicitation of public input.
2. Facilities, in conjunction with the Public Affairs Office, ISD and Board Staff, is directed to prepare a report to the Board, as specified under the Surplus Property Process, not later than 45 days from the date public input is due.
3. Facilities, in conjunction with ISD, is directed to prepare and present to the Board, not later than 45 days from the date of this Resolution, a combined Preliminary Planning Proposal, Project Proposal and Project Plan for relocation of ISD from the Penumbra Kelly Building to other County facilities.

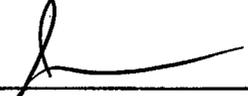
ADOPTED this 19th day of January, 2006.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
John S. Thomas, Deputy County Attorney



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-8 DATE 01.19.06  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 01/19/06  
Agenda Item #: R-8  
Est. Start Time: 10:25 AM  
Date Submitted: 01/19/06

### BUDGET MODIFICATION: -

**Agenda Title:** Authorizing Settlement of Sandra Obie v. Multnomah County, USDC Case No. CV-04-1243-PK

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

<b>Date Requested:</b>	<u>January 19, 2006</u>	<b>Time Requested:</b>	<u>5 minutes</u>
<b>Department:</b>	<u>Non-Departmental</u>	<b>Division:</b>	<u>County Attorney</u>
<b>Contact(s):</b>	<u>Agnes Sowle</u>		
<b>Phone:</b>	<u>503-988-3138</u>	<b>Ext.:</b> <u>83138</u>	<b>I/O Address:</b> <u>503/500</u>
<b>Presenter(s):</b>	<u>Kathy Short</u>		

### General Information

1. **What action are you requesting from the Board?**  
Approve settlement of employment lawsuit by employee in the amount of \$45,000 plus reasonable attorney fees to be determined by the court.
2. **Please provide sufficient background information for the Board and the public to understand this issue.**  
An employee filed a lawsuit against the County alleging primarily disability discrimination for allegedly failing to accommodate her disability. The County attempted to resolve the lawsuit at mediation, but was unsuccessful. The County sent the plaintiff an Offer of Judgment for \$45,000, which she accepted.
3. **Explain the fiscal impact (current year and ongoing).**  
N/A
4. **Explain any legal and/or policy issues involved.**  
On December 18, 2003, the Board adopted Resolution 03-171 delegating authority to the County Attorney to settle claims and litigation against the County or its employees in amounts up to \$25,000

per case. The County Attorney must obtain Board approval for all settlements of over \$25,000.

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

N/A

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**Required Signatures**

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**Department/  
Agency Director:**



**Date:** 01/11/06

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**



**MULTNOMAH COUNTY  
AGENDA PLACEMENT REQUEST**

**Board Clerk Use Only**

**Meeting Date:** 01/19/06  
**Agenda Item #:** R-9  
**Est. Start Time:** 10:30 AM  
**Date Submitted:** 01/11/06

**BUDGET MODIFICATION:** -

**Agenda Title:** **Report on the January 17, 2006 Project Homeless Connect and on the First Year Accomplishments of the Ten Year Plan to End Homelessness**

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

<b>Date Requested:</b>	<u>January 19, 2006</u>	<b>Time Requested:</b>	<u>30 min.</u>
<b>Department:</b>	<u>Non-Departmental</u>	<b>Division:</b>	<u>Co. Serena Cruz Walsh</u>
<b>Contact(s):</b>	<u>Mary Carroll</u>		
<b>Phone:</b>	<u>503-988-5275</u>	<b>Ext.</b>	<u>85275</u>
		<b>I/O Address:</b>	<u>503/600</u>
<b>Presenter(s):</b>	<u>Commissioner Serena Cruz Walsh</u>		

**General Information**

**1. What action are you requesting from the Board?**

This is a briefing to the Board on the City-County sponsored "Project Homeless Connect which will be held on Tuesday, January 17, 2006 at the Memorial Coliseum " and a report on the first year accomplishments of the Ten Year Plan to End Homelessness.

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

Project Homeless Connect is a public engagement part of the "Ten Year Plan to End Homelessness".

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

NA

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

The County is a partner in the Ten Year Plan to End Homelessness and has realigned services, including Rent Assistance to achieve the goals of the Ten Year Plan.

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

Over 200 volunteers and city and county staff will provide services to an estimated 500 homeless clients.

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**Required Signatures**

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**Department/  
Agency Director:**



**Date:** 01/11/06

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**



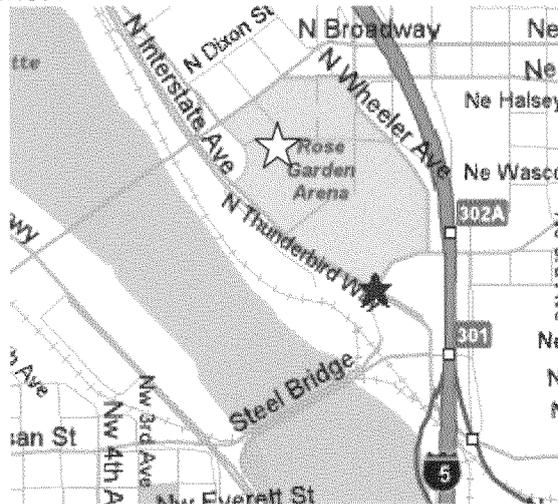
**PROJECT HOMELESS CONNECT**  
[www.portlandhomelessconnect.com](http://www.portlandhomelessconnect.com)

**Tuesday, January 17<sup>th</sup>, 2006**  
**Memorial Coliseum**  
**10:00 a.m. - 2:30 p.m.**

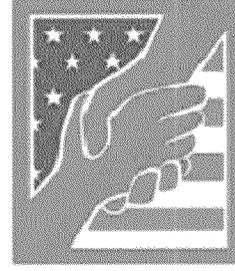
A day for community connections, outreach and learning.

**SERVICES AVAILABLE FOR HOMELESS ADULTS INCLUDE:**

- Legal assistance
- Acute dental care
- Medical care; podiatry, chiropractic and acupuncture services; immunizations; diabetes and STD screening
- Benefits information (SSI, Food Stamps, Medicare and Medicaid, Veterans)
- Phone calls
- Housing counseling and referral
- Veterinary care for pets
- Vision checks and eyeglasses
- Employment assistance
- Hot meal



**Memorial Coliseum is in Fareless Square on the Red, Yellow, and Blue MAX at the Rose Quarter**



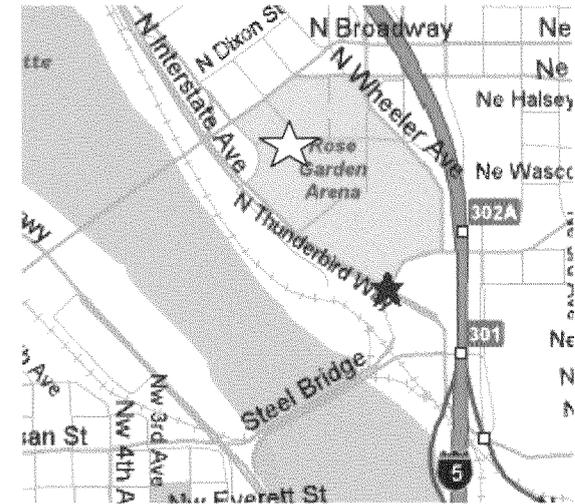
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**PROJECT HOMELESS CONNECT ANNOUNCEMENT  
PRELIMINARY NUMBERS FOR 10-YEAR PLAN**

<b>Goal</b>	<b>Result</b>
175 chronically homeless people will have homes	600 chronically homeless people moved into housing, approximately 50% were moved directly from the streets
160 new units of permanent supportive housing will be opened and 300 additional units will be under development	244 units of permanent supportive housing opened, with another 223 units currently under development
20 "hard to reach" homeless youth will be working toward housing stability	33 "hard to reach" homeless youth were housed
Rent Assistance Program Reforms will be completed to produce a streamlined administration and increased outcomes for families and individuals	Rent Assistance Reforms complete with Intergovernmental Agreements in place. Implementation will begin February 1 <sup>st</sup> .
250 homeless families with children will be permanently housed, 50 of whom will be high resources users	344 homeless families with children were permanently housed (174 households were high resource users)
Resources for permanent supportive housing will increase from 12 to 20 percent of the overall homeless service system	(Data being collected for year-end analysis.)
An enhanced partnership to end homelessness will be formalized by public and private community partners	Project Homeless Connect to initiate new relationships across public and private agencies.
The new Homeless Management Information System will be fully operational in 26 homeless service agencies	38 agencies are currently participating in HMIS, 22 of which are homeless specific.

1/9/06



**MULTNOMAH COUNTY  
AGENDA PLACEMENT REQUEST**

**Board Clerk Use Only**

**Meeting Date:** 01/19/06  
**Agenda Item #:** E-1  
**Est. Start Time:** 11:00 AM  
**Date Submitted:** 01/11/06

**BUDGET MODIFICATION:** -

**Agenda Title:** **Executive Session Pursuant to ORS 192.660(2)(d) and (h)**

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

<b>Date Requested:</b>	<u>January 19, 2006</u>	<b>Time Requested:</b>	<u>15-30 mins</u>
<b>Department:</b>	<u>Non-Departmental</u>	<b>Division:</b>	<u>County Attorney</u>
<b>Contact(s):</b>	<u>Agnes Sowle</u>		
<b>Phone:</b>	<u>503 988-3138</u>	<b>Ext.</b>	<u>83138</u>
		<b>I/O Address:</b>	<u>503/500</u>
<b>Presenter(s):</b>	<u>Agnes Sowle, Travis Graves and Invited Others</u>		

**General Information**

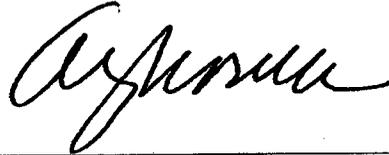
1. **What action are you requesting from the Board?**  
 No Final Decision will be made in the Executive Session.
2. **Please provide sufficient background information for the Board and the public to understand this issue.**  
 Only Representatives of the News Media and Designated Staff are allowed to Attend. Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Executive Session.
3. **Explain the fiscal impact (current year and ongoing).**
4. **Explain any legal and/or policy issues involved.**  
 ORS 192.660(2)(d) and (h).
5. **Explain any citizen and/or other government participation that has or will take place.**

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**Required Signatures**

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**Department/  
Agency Director:**



**Date:** 01/11/06

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**