# ANNOTATED MINUTES

Tuesday, June 1, 1999 - 9:00 AM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

## BOARD BRIEFING

*Chair Beverly Stein convened the meeting at 9:08 a.m., with Commissioners Sharron Kelley, Lisa Naito and Serena Cruz present, and Vice-Chair Diane Linn arriving at 9:13 a.m.*

B-1 Briefing, Discussion and Request for Policy Direction Regarding Land Use Planning Values for Rural Multnomah County. Presented by Kathy Busse, Susan Muir, Gary Clifford and William Frank.

***KATHY BUSSE AND SUSAN MUIR PRESENTATION AND RESPONSE TO BOARD QUESTIONS. WILLIAM FRANK FACILITATED BOARD DISCUSSION ON ARTICULATING AND PRIORITIZING LAND USE VALUES. STAFF TO PREPARE DRAFT VALUES FOR FURTHER BOARD REFINEMENT AT A FOLLOW UP SESSION.***

*There being no further business, the meeting was adjourned at 10:35 a.m.*

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Thursday, June 3, 1999 - 9:30 AM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

## REGULAR MEETING

*Chair Beverly Stein convened the meeting at 9:31 a.m., with Vice-Chair Diane Linn, Commissioners Sharron Kelley, Lisa Naito and Serena Cruz present.*

**CONSENT CALENDAR**

***UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER LINN, THE***

*CONSENT CALENDAR (ITEMS C-1 THROUGH C-7) WAS UNANIMOUSLY APPROVED.*

**DISTRICT ATTORNEY'S OFFICE**

C-1 Amendment 3 to Intergovernmental Revenue Agreement 500167 with Tri-Met for the Continued Funding of 1 FTE Deputy District Attorney to the Tri-Met Neighborhood Based Prosecution Office

**SHERIFF'S OFFICE**

C-2 Budget Modification MCSO 99-05 Adding $4,000 Oregon State Sheriff's Association Revenue to the Enforcement Division Budget to Pay Overtime for Seatbelt Enforcement Activities

C-3 Budget Modification MCSO 99-06 to Transfer $15,000 Salary Savings to Equipment to Fund the Purchase of a Replacement Vehicle for the Motor Carrier Safety Unit

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

C-4 ORDER Cancelling Land Sale Contract 15570 with Gayle G. & P. Laudenslager Upon Default of Payments and Performance of Covenants

*ORDER 99-107.*

**DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

C-5 Renewal of Intergovernmental Revenue Agreement 0010169 with Portland Community College/Portland Employment Program for Employment and Transportation Services for Individuals with Developmental Disabilities

C-6 Amendment 2 to Intergovernmental Revenue Agreement 9910347 with the City of Portland Increasing Funding for Homeless Youth and Homeless Families Services and Decreasing Funding, Changing Subcontractor and Revising the Scope of Service for Intensive Supervision Services

**DEPARTMENT OF HEALTH**

C-7 Budget Modification HD 22 Cutting 1 Program Development Specialist, Increasing Contracted Services by $53,991 and Decreasing Indirect by $5,851 in the Healthy Birth Initiative Program

## REGULAR AGENDA

## PUBLIC COMMENT

R-1 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

***NO ONE WISHED TO COMMENT.***

## DEPARTMENT OF HEALTH

R-2 Results from RESULTS: Emergency Medical Services Outcomes Database System Tracking Patients' Health from the Time a 9-1-1 Call is Received to Hospital Discharge. Presented by Bill Collins and Jon Jui.

***BILL COLLINS AND DR. JON JUI PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.***

## NON-DEPARTMENTAL

R-7 Discussion and Request for Policy Direction Regarding the County Acquiring Space in the Portland Public School District's Blanchard Building and a Motion to Ask the Chair to Direct Staff to Develop an Intergovernmental Agreement and Report on Progress by September 1, 1999. Presented by Commissioner Diane Linn.

***COMMISSIONER NAITO MOVED AND COMMISSIONER LINN SECONDED, TO ASK CHAIR TO DIRECT STAFF TO DEVELOP AN INTERGOVERNMENTAL AGREEMENT AND REPORT ON PROGRESS BY SEPTEMBER 1, 1999. COMMISSIONER LINN, BYRON KELLER, PAM BROWN AND LARRY NICHOLAS PRESENTATIONS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION REGARDING POSSIBLE PARTNERSHIP BETWEEN COUNTY AND SCHOOL DISTRICT FOR USE OF THE BLANCHARD EDUCATION SERVICE CENTER FACILITY. BOARD COMMENTS REGARDING LEGISLATURE AND SCHOOL FUNDING. COMMISSIONER KELLEY REQUESTED A STUDY TO MAKE SURE THIS WOULD BE A FISCALLY***

***SOUND VENTURE FOR THE COUNTY. MOTION ASKING CHAIR TO DIRECT STAFF TO DEVELOP AN INTERGOVERNMENTAL AGREEMENT AND REPORT ON PROGRESS BY SEPTEMBER 1, 1999 UNANIMOUSLY APPROVED.***

**DEPARTMENT OF SUPPORT SERVICES**

R-3 Ratification of 1998-2001 Multnomah County and International Brotherhood of Electrical Workers (IBEW) Local 48 Collective Bargaining Agreement

***COMMISSIONER KELLEY MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-3. DARRELL MURRAY EXPLANATION FOR ITEMS R-3, R-4 AND R-5 AND RESPONSE TO BOARD COMMENTS IN SUPPORT. AGREEMENT UNANIMOUSLY APPROVED.***

R-4 Ratification of 1998-2001 Multnomah County and International Union of Operating Engineers (IUOE) Local 701 Collective Bargaining Agreement

***UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER NAITO, AGREEMENT UNANIMOUSLY APPROVED.***

R-5 Ratification of 1998-2001 Multnomah County and Oregon Nurses Association Collective Bargaining Agreement

***UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER LINN, AGREEMENT UNANIMOUSLY APPROVED.***

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

R-6 Budget Modification DES 99-15 Adding 1.0 FTE Facilities Services Coordinator to the Multnomah Building, Beginning May, 1999

***COMMISSIONER KELLEY MOVED AND COMMISSIONER LINN SECONDED, APPROVAL OF R-6. CRAIG FLOWER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. FOLLOWING BOARD DISCUSSION AND UPON AMENDED MOTION BY COMMISSIONER***

***KELLEY, SECONDED BY COMMISSIONER LINN, BUDGET MODIFICATION DES 99-15 WAS UNANIMOUSLY CONTINUED TO THURSDAY, JUNE 17, 1999.***

*The meeting was recessed at 10:45 a.m. and reconvened at 10:47 a.m.*

**NON-DEPARTMENTAL**

R-8 1999 Legislative Agenda Update. Presented by Gina Mattioda and Susan Lee.

***GINA MATTIODA, DAN NOELLE, JIM ROOD, GINGER MARTIN, KATHY TREB, BARBARA SIMON AND SUSAN LEE PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION ON LEGISLATIVE ISSUES INCLUDING SB 686, HB 1145, HB 5029, HB 2700, HB 2082, HB 3344, HB 3149, SB 764, HB 2007, SB 722a, HB 5505, SB 856 AND 857, HB 2039, HB 2050, HB 2139A AND SB 1104.***

**COMMISSIONER COMMENT/LEGISLATIVE ISSUES**

R-9 Opportunity (as Time Allows) for Commissioners to Comment on Non-Agenda Items or to Discuss Legislative Issues.

***NO ONE WISHED TO COMMENT.***

*There being no further business, the meeting was adjourned at 11:56 a.m.*

OFFICE OF THE BOARD CLERK
FOR MULTNOMAH COUNTY, OREGON

*Deborah L. Bogstad*

Deborah L. Bogstad

# MULTNOMAH COUNTY, OREGON

## BOARD OF COMMISSIONERS


**Beverly Stein, Chair**
1120 SW Fifth Avenue, Suite 1515
Portland, Or 97204-1914
Phone: (503) 248-3308 FAX (503) 248-3093
Email: mult.chair@co.multnomah.or.us

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1120 SW Fifth Avenue, Suite 1500
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1120 SW Fifth Avenue, Suite 1500
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**Sharron Kelley, Commission Dist. 4**
1120 SW Fifth Avenue, Suite 1500
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Phone: (503) 248-5213 FAX (503) 248-5262
Email: sharron.e.kelley@co.multnomah.or.us

**ANY QUESTIONS? CALL BOARD CLERK DEB BOGSTAD @ 248-3277**
Email: deborah.l.bogstad@co.multnomah.or.us


**INDIVIDUALS WITH DISABILITIES PLEASE CALL THE BOARD CLERK AT 248-3277, OR MULTNOMAH COUNTY TDD PHONE 248-5040, FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.**

# JUNE 1 & 3, 1999 BOARD MEETINGS

## FASTLOOK AGENDA ITEMS OF INTEREST

| | |
|---|---|
| Pg 2 | 9:00 a.m. Tuesday Discussion and Policy Direction Regarding Land Planning Use Values for Rural Multnomah County |
| Pg 3 | 9:30 a.m. Thursday Health Department RESULTS Presentation |
| Pg 3 | 9:40 a.m. Thursday Ratification of Three 1998-01 Collective Bargaining Agreements |
| Pg 4 | 10:00 a.m. Thursday Discussion and Policy Direction Regarding County Acquiring Space in the Portland Public School District's Blanchard Building |
| Pg 4 | 10:15 a.m. Thursday Legislative Update |
| ✷ | **Check the County Web Site: http://www.multnomah.lib.or.us** |

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, 10:00 PM, Channel 30
Sunday, 1:00 PM, Channel 30
Produced through Multnomah Community Television

Tuesday, June 1, 1999 - **9:00 AM**
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

# BOARD BRIEFING

B-1 Briefing, Discussion and Request for Policy Direction Regarding Land Use Planning Values for Rural Multnomah County. Presented by Kathy Busse, Susan Muir, Gary Clifford and William Frank. 1.5 HOURS REQUESTED.

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Thursday, June 3, 1999 - 9:30 AM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

# REGULAR MEETING

## CONSENT CALENDAR - 9:30 AM

## DISTRICT ATTORNEY'S OFFICE

C-1 Amendment 3 to Intergovernmental Revenue Agreement 500167 with Tri-Met for the Continued Funding of 1 FTE Deputy District Attorney to the Tri-Met Neighborhood Based Prosecution Office

## SHERIFF'S OFFICE

C-2 Budget Modification MCSO 99-05 Adding $4,000 Oregon State Sheriff's Association Revenue to the Enforcement Division Budget to Pay Overtime for Seatbelt Enforcement Activities

C-3 Budget Modification MCSO 99-06 to Transfer $15,000 Salary Savings to Equipment to Fund the Purchase of a Replacement Vehicle for the Motor Carrier Safety Unit

## DEPARTMENT OF ENVIRONMENTAL SERVICES

C-4 ORDER Cancelling Land Sale Contract 15570 with Gayle G. & P. Laudenslager Upon Default of Payments and Performance of Covenants

## DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

C-5 Renewal of Intergovernmental Revenue Agreement 0010169 with Portland Community College/Portland Employment Program for Employment and Transportation Services for Individuals with Developmental Disabilities

C-6 Amendment 2 to Intergovernmental Revenue Agreement 9910347 with the City of Portland Increasing Funding for Homeless Youth and Homeless Families Services and Decreasing Funding, Changing Subcontractor and Revising the Scope of Service for Intensive Supervision Services

**DEPARTMENT OF HEALTH**

C-7 Budget Modification HD 22 Cutting 1 Program Development Specialist, Increasing Contracted Services by $53,991 and Decreasing Indirect by $5,851 in the Healthy Birth Initiative Program

**REGULAR AGENDA**

**PUBLIC COMMENT - 9:30 AM**

R-1 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

**DEPARTMENT OF HEALTH - 9:30 AM**

R-2 Results from RESULTS: Emergency Medical Services Outcomes Database System Tracking Patients' Health from the Time a 9-1-1 Call is Received to Hospital Discharge. Presented by Bill Collins and Jon Jui. 10 MINUTES REQUESTED.

**DEPARTMENT OF SUPPORT SERVICES - 9:40 AM**

R-3 Ratification of 1998-2001 Multnomah County and International Brotherhood of Electrical Workers (IBEW) Local 48 Collective Bargaining Agreement

R-4 Ratification of 1998-2001 Multnomah County and International Union of Operating Engineers (IUOE) Local 701 Collective Bargaining Agreement

R-5 Ratification of 1998-2001 Multnomah County and Oregon Nurses Association Collective Bargaining Agreement

**DEPARTMENT OF ENVIRONMENTAL SERVICES - 9:55 AM**

R-6 Budget Modification DES 99-15 Adding 1.0 FTE Facilities Services Coordinator to the Multnomah Building, Beginning May, 1999

**NON-DEPARTMENTAL - 10:00 AM**

R-7 Discussion and Request for Policy Direction Regarding the County Acquiring Space in the Portland Public School District's Blanchard Building and a Motion to Ask the Chair to Direct Staff to Develop an Intergovernmental Agreement and Report on Progress by September 1, 1999. Presented by Commissioner Diane Linn. 15 MINUTES REQUESTED

R-8 1999 Legislative Agenda Update. Presented by Gina Mattioda and Susan Lee. 1 HOUR REQUESTED.

**COMMISSIONER COMMENT/LEGISLATIVE ISSUES - 11:15 AM**

R-9 Opportunity (as Time Allows) for Commissioners to Comment on Non-Agenda Items or to Discuss Legislative Issues.

JUN 03 1999

**MEETING DATE:** _____
**AGENDA NO:** C-1
**ESTIMATED START TIME:** 9:30

*(Above Space for Board Clerk's Use ONLY)*

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## AGENDA PLACEMENT FORM

**SUBJECT:** *Intergovernmental Agreement between the District Attorney's Office and Tri-Met for continued funding of 1 FTE deputy district attorney to the Tri-Met neighborhood based prosecution office.*

**BOARD BRIEFING:** **DATE REQUESTED:** _____
**REQUESTED BY:** _____
**AMOUNT OF TIME NEEDED:** _____

**REGULAR MEETING:** **DATE REQUESTED:** 5/27/99
**AMOUNT OF TIME NEEDED:** 1 minute

**DEPARTMENT:** District Attorney **DIVISION:** District Court

**CONTACT:** Tom Simpson **TELEPHONE #:** 248-3863
**BLDG/ROOM #:** 101/600

**PERSON(S) MAKING PRESENTATION:** (consent calendar item)

**ACTION REQUESTED:**

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER

**SUGGESTED AGENDA TITLE:**

*Intergovernmental Agreement between the District Attorney's Office and Tri-Met for the continued funding of 1 FTE deputy district attorney to the Tri-Met neighborhood based prosecution office.*

6/3/99 originals to Kathy Graham

**SIGNATURES REQUIRED:**

**ELECTRED OFFICIAL:** Michael Schrunk
**(OR)**
**DEPARTMENT MANAGER** _____

BOARD OF COUNTY COMMISSIONERS
99 MAY 27 PM 3:31
PUBLIC SERVICES BUILDING
MULTNOMAH COUNTY OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

**Any Questions: Call the Board Clerk @ 248-3277**

**MICHAEL D. SCHRUNK, District Attorney for Multnomah County**
**600 County Courthouse •Portland, Oregon 97204•503) 248-3162•FAX (503) 248-3643**

# SUPPLEMENTAL STAFF REPORT

**TO:** Board of County Commissioners

**FROM:** Michael D. Schrunk

**DATE:** May 18, 1999

**RE:** Intergovernmental Agreement between the District Attorney's Office for continued funding of 1 FTE deputy district attorney to the Tri-Met neighborhood based prosecution office.

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1. **Recommendation/Action Requested:**
   Approval

2. **Background/Analysis:**
   The Tri-Met Deputy District Attorney promotes the County and Tri-Met's mutual interest in improving the public safety services for all transit riders in and around Multnomah County. The Tri-Met deputy assists in a variety of prosecutorial training, legislative, and pro-active activities which are related to the Tri-Met counties' system.

3. **Financial Impact:**
   This agreement provides $79,000 revenue to Multnomah County, which is included in the District Attorney's 1999/2000 adopted budget.

4. **Legal Issues:**
   ORS 190 provides for intergovernmental agreements.

5. **Controversial Issues:**
   None

6. **Link to Current County Policies:**
   N/A

7. **Citizen Participation:**
   N/A

8. **Other Government Participation:**
   Tri-Met

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

*(See Administrative Procedure CON-1)*

Contract #: 500167

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached  Amendment #: 3

| CLASS I | CLASS II | CLASS III |
|---|---|---|
| ☐ Professional Services not to exceed $50,000 (and not awarded by RFP or Exemption) | ☐ Professional Services that exceed $50,000 or awarded by RFP or Exemption (regardless of amount) | ☒ Intergovernmental Agreement (IGA) that exceeds $50,000 |
| ☐ Revenue not to exceed $50,000 (and not awarded by RFP or Exemption) | ☐ PCRB Contract | ☐ Expenditure |
| ☐ Intergovernmental Agreement (IGA) not to exceed $50,000 | ☐ Maintenance Agreement | ☒ Revenue |
| ☐ Expenditure | ☐ Licensing Agreement | **APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS** |
| ☐ Revenue | ☐ Construction | **AGENDA #** C-1 **DATE** 6/3/99 |
| ☐ Architectural & Engineering not to exceed $10,000 *(for tracking purposes only)* | ☐ Grant | DEB BOGSTAD |
| | ☐ Revenue that exceeds $50,000 or awarded by RFP or Exemption (regardless of amount) | **BOARD CLERK** |

Department: Nondepartmental  Division: District Attorney  Date: May 18, 1999

Originator: Tom Simpson  Phone: 248-3863  Bldg/Rm: 101/600

Contact: Kathy Graham  Phone: 248-5330  Bldg/Rm: 101/600

Description of Contract: This is a renewal of an Intergovernmental Agreement between the District Attorney Office and Tri-Met to continue funding 1 FTE deputy district attorney to the Tri-Met Neighborhood Based Prosecution Office.

RENEWAL: ☒ PREVIOUS CONTRACT #(S): 500167

RFP/BID:  RFP/BID DATE:

EXEMPTION #/DATE:  EXEMPTION EXPIRATION DATE:  ORS/AR #:

CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ NONE *(Check all boxes that apply)*

Contractor: Tri-Met

Address: 4012 SE 17th Avenue, Portland, OR 97202

Remittance address *(If different)*:

Phone: 238-3805

Employer ID# or SS#: 93-0579353

Effective Date: 07/01/99

Termination Date: 06/30/00

Original Contract Amount $: 62,619

Total Amt of Previous Amendments $: 132,405

Amount of Amendment $: 79,000

Total Amount of Agreement $: 274, 024

Payment Schedule / Terms

☐ Lump Sum $  ☐ Due on Receipt

☐ Monthly $  ☐ Net 30

☒ Other $ 19,750 quarterly  ☐ Other

☐ Requirements Not to Exceed $

Encumber ☐ Yes ☐ No

REQUIRED SIGNATURES:

Department Manager: Michael Schrunk  DATE 5/18/99

Purchasing Manager *(Class II Contracts Only)*:  DATE

County Counsel: Sandra Duffy  DATE 5-20-99

County Chair: [signature]  DATE June 3, 1999

Sheriff:  DATE

Contract Administration *(Class I, Class II Contracts only)*:  DATE

| LGFS VENDOR CODE | | | | | | DEPT REFERENCE | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| LINE # | FUND | AGENCY | ORG | SUB ORG | ACTIVITY | OBJ/ REV | SUB OBJ | REP CAT | LGFS DESCRIPTION | AMOUNT | INC DEC |
| 01 | 100 | 023 | 2452 | | | | | | Neighborhood DA | 79,000 | |
| 02 | | | | | | | | | | | |
| 03 | | | | | | | | | | | |

**Exhibit A, Rev. 3/9/98** DIST: Originator, Accts Payable, Contract Admin - Original *If additional space is needed, attach separate page. Write contract # on top of page.*

Contract 500167
Amendment 3

# INTERGOVERNMENTAL AGREEMENT

**THIS AGREEMENT is between Multnomah County (hereinafter referred to as "County"), by and through the Multnomah County District Attorney's Office and the Tri-County Metropolitan Transportation District of Oregon (Tri-Met).**

**WITNESSETH:**

**Recitals:**

1. **Tri-Met and County have mutual interest in improving the public safety services for all transit riders in and round Multnomah County; and**
2. **The Multnomah County District Attorney is prepared to continue a neighborhood-based prosecution project in the area served by Tri-Met; and**
3. **Tri-Met and County have authority under ORS Chapter 190 to enter into this Agreement; and**
4. **Sufficient funding is available for the project to operate for the fiscal year beginning July 1, 1999.**

## I. Description of Project and Responsibilities

1. **The Multnomah County District Attorney shall be completely responsible for the management of the project.**
2. **The project shall be substantially as outlined in the statement of duties, dated June 1, 1995, which is attached as Exhibit A and hereby incorporated by reference into this Agreement.**
3. **Tri-Met's federal obligations are outlined in Exhibit B which is attached and incorporated by reference into this agreement.**

## II. Term

**The term of this agreement shall be from July 1, 1999 to June 30, 2000.**

## III. Financing

**Total compensation to County for services provided under this Agreement shall be the sum of $79,000. Funds provided are to pay for salary, benefits and other expenses incurred by County for performance of the services described in Exhibit A. County shall submit for equal quarterly billings to Tri-Met's Finance Department for payment of the $79,000 (September 30, 1999; December 31, 1999; March 31, 2000; and June 30, 2000.) Each billing shall contain a reference to Contract No. 95-_____, and shall be copied to Tri-Met's Project Manager. County shall be compensated within thirty (30) days after Tri-Met's receipt of an approved invoice.**

## IV. Miscellaneous

### A. Laws of Oregon

This agreement shall be governed by the laws of the State of Oregon. All provisions required by ORS Chapter 279 to be included in public contracts are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein.

### B. Maintenance and Inspection of Records

1. Required records
   Comprehensive records and documentation relating to the work conducted under this Agreement shall be kept by County.
2. Audit and Inspection of Records
   County shall permit the authorized representative of Tri-Met to inspect and audit all date and records of County relating to its performance under this Agreement for a period of three (3) years after expiration of this Agreement.

### C. Adherence to law

County shall adhere to all applicable laws governing its relationships with its employees, including but not limited to laws, rules, regulations, and polices concerning workers' compensation, and minimum and prevailing wage requirements, and all other applicable federal and state laws and regulations.

### D. Mutual Indemnification

In accordance with the provisions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, including the limits of liability for public bodies provided for therein, County and Tri-Met mutually agree to defend, hold harmless and indemnify each other for their own negligence and that of their respective directors, officers, employees and agents, against any liability, settlements, costs, losses or expenses in connection with any third party claim, suit or action.

### E. Project Managers

The County's Project Manager is Deputy District Attorney Wayne Pearson. Tri-Met's Project Manager is Deputy General Counsel Paul Mautner. All routine correspondence and communication regarding this Agreement shall be between the Project Managers.

### F. Workers Compensation

County shall comply with ORS 656.017 which requires subject employers to provide workers' compensation for all subject workers. County warrants that all persons engaged in contract work and subject to the Oregon workers compensation laws are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. County shall indemnify Tri-Met for any liability incurred by Tri-Met as a result of County's breach of the warranty under this Paragraph.

**G. Assignment**

**County may not assign, delegate, or subcontract for performance of any of its responsibilities under this Agreement without Tri-Met's prior written consent.**

**H. Termination**

**(1) Termination for Convenience**

**Tri-Met may terminate this Agreement upon determining that termination is in the public interest, which shall be effective upon delivery of written notice of termination to County. County shall be entitled to payment in accordance with the terms of the Agreement for work completed prior to the notice of termination, and for reasonable contact close-out costs. Within thirty (30) days after termination, County shall submit to Tri-Met's Project Manager an itemized request for such reimbursement. Tri-Met shall not be liable for any costs invoiced after thirty (30) days.**

**(2) Termination for Default**

**Either Tri-Met or County may terminate this agreement for default. Prior to terminating for default, the non-breaching party shall provide written notice of the default to the other party, specifying the manner in which the party is in default and allowing the party no less than fifteen (15) business days in which to remedy the default. If the default is not remedied within the time specified in the notice, the non-breaching party may terminate all or any part of this Agreement.**

**I. No Waiver**

**A party's failure to object to any breach of this Agreement shall not constitute a waiver of that party's right to object to any additional breach or to require specific performance of this Agreement.**

**J. Independent Contractor**

**County shall be an independent contractor for all purposes, and shall be entitled to no compensation other than the compensation provided for in Paragraph III, Financing.**

**K. Federal Funding**

**Tri-Met receives funding from the U.S. Department of Transportation, Federal Transit Administration (FTA). This agreement is subject to all provisions required by the FTA to be included in third party agreements, including those provisions set forth in the attached Exhibit B, which is incorporated into and made part of this Agreement.**

**L. Authority**

**The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Agreement.**

**M. Integration**

**This Agreement constitutes the entire, complete and final expression of the Agreement of the parties, and may only be modified by mutual written agreement.**

**IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter indicated.**

**MULTNOMAH COUNTY, OREGON**

**By** _____

**Beverly Stein, Chair**
**Multnomah County Board of Commissioners**

**Date:** June 3, 1999

**By** _____

**Michael D. Schrunk, District Attorney**
**Multnomah County District Attorney Office**

**Date:** 5-18-99

**REVIEWED:**

**THOMAS SPONSLER, COUNTY COUNSEL**
**FOR MULTNOMAH COUNTY, OREGON**

**By** _____

Sandra Duffy **, Assistant County Counsel**

**Date:** 5-20-99

**TRI-MET**

**By** _____

**Date:** _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 6/3/99
DEB BOGSTAD
BOARD CLERK

ATTACHMENT A
June 1, 1995

Duties of Tri-Met Deputy District Attorney

1. Must perform only transit-related work, per procurement/accounting laws.

2. Provide consulting and assistance in the other counties of Tri-Met system.

3. Provide training to police, employees, as needed.

4. Participate in pro-active projects, community affairs, etc.

5. Be on-call, prepared to advise in handling of crime investigations, arrests, etc., respond to a scene.

6. Participate in Tri-Met meetings, etc., as needed.

7. Visit, observe Tri-Met operations, processes to develop orientation and familiarity. Recommend needed improvements relating to prosecutions of crimes.

8. Evaluate current legislation, develop improvements as pertain to transit security.

## EXHIBIT B

This Exhibit B contains federal provisions required to be included in FTA funded contracts. Federal requirements may be amended from time to time, which amendments will apply to this Contract, unless determined otherwise by the Federal Government. As used in this Exhibit B, the term "Contractor" shall mean the County.

1. Disadvantaged Business Enterprises

The DBE goal for this contract is zero percent (0%). Pursuant to 49 CFR 23.43(a), it is the policy of the U.S. Department of Transportation (DOT) and Tri-Met that DBEs as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. Consequently, the DBE requirements of 49 CFR Part 23 apply to this contract. Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts.

Contractor's failure to carry out the requirements set forth herein shall constitute a breach of contract, and may result in termination of the contract by Tri-Met or such other remedy as Tri-Met deems appropriate.

2. Civil Rights

A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal Transit Act at 49 U.S.C. §5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirement of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Part 60 et seq (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order NO. 11375, "Amending Executive Order 11246 Relating to Employment Opportunity," 42 U.S.C. §2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to comply with any implementing requirements FTA may issue.

In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. Contractor agrees to comply with any implementing requirements FTA may issue.

In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. Contractor agrees to comply with any implementing requirements FTA may issue.

Contractor agrees to include the above requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

3. Debarred Bidders

Neither Contractor, nor any officer or principal (as defined at 49 C.F.R. § 29.105(p) of Contractor, is currently, or has been previously, on any debarred bidders list maintained by the United States Government or by the State of Oregon.

4. Reporting, Record Retention and Access

A. Contractor shall comply with reporting requirements of the U.S. Department of Transportation grant management rules, and any other reports required by the Federal Government.

B. Contractor agrees to maintain intact and readily accessible all work, materials, payrolls, books, documents, papers, data, records and accounts pertaining to the Contract. Contractor agrees to permit the Secretary of Transportation, the Comptroller General of the United States and Tri-Met, or their authorized representatives, access to any work, materials, payrolls, books, documents, papers, data, records and accounts involving the Contract for the purpose of making audit, examination, excerpts, and transcriptions pertaining to the Contract as it affects the Project. Contractor shall retain all required records for three years after Tri-Met has made final payments and all other pending matters are closed. The period of access and examination for records that relate to (1) litigation or the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this Contract as to which exception has been taken by the Comptroller General of the United States or the U.S. Department of Transportation, or any of their duly authorized representatives, shall continue until such litigation, claims, or exceptions have been disposed of. Contractor shall require its subcontractors to also comply with the provisions of this Subparagraph (B), and shall include the provisions of this Subparagraph (B) in each of its subcontracts.

5. Lobbying Prohibitions

This contract is subject to 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (2 U.S.C. §1601, et seq.), and U.S. DOT regulations "New Restrictions on Lobbying," 49 CFR Part 20, pursuant to which Tri-Met may not expend funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. By signing this contract Contractor agrees to comply with these laws and regulations.

6. No Federal Government Obligation to Third Parties

Contractor agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other person not a party to the Grant Agreement in connection with this Project. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, subagreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including a subrecipient or third party contractor.

7. False or Fraudulent Statements and Claims

(1) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Accordingly, by signing this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the covered Grant Agreement, Cooperative agreement, Contract or Project. In addition to other penalties that may be applicable, the Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor, to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that it if makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA.

8. Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirement of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

9. Energy Conservation

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**END OF EXHIBIT B - FEDERAL REQUIREMENTS**

**BUDGET MODIFICATION NO.** BM MC5099-05

(For Clerk's Use) Meeting Date JUN 03 1999

Agenda No. C-2

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____ (Date)

DEPARTMENT **Sheriff's Office** DIVISION _____

CONTACT **Larry Aab** TELEPHONE **251-2489**

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)

**Budget modification requesting authorization to add $4,000 in Oregon State Sheriff's Association revenue to pay overtime for seatbelt enforcement.**

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

[ x ] Personnel changes are shown in detail on the attached sheet

**This modification will add $4,000 to the Sheriff's Enforcement Division budget to enhance the seatbelt enforcement activities. The money will be added to overtime. Funding will come from a Oregon State Sheriff's Association grant.**

99 MAY 2 PM 2:37

COUNTY COMMISSIONERS

COUNTY

OREGON

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

**Add $4,000 in Oregon State Sheriff's Association revenue**

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

_____ Fund Contingency before this modification (as of _____) $ _____

Date

After this modi fication $

| | | | |
|---|---|---|---|
| Originated By | Date | Department Director Dan Noelle 4/16/99 | Date |
| Plan/Budget Analyst Karyne Dargan | Date 5/24/99 | Employee Services | Date |
| Board Approval Deborah C Bogstad | Date 6/3/99 | | |

BUDMOD1

BUDGET MODIFICATION NO MCSO 99-05

Expenditure

Transaction E [ ] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: _____

| Fund | Agency | Organi-zation | Activity | Reporting Category | Object | Current Amount | Revised Amount | Change Increase (Decrease) | Subtotal | Description |
|---|---|---|---|---|---|---|---|---|---|---|
| 100 | 025 | 3323 | | | 5300 | | | 2,692 | | Overtime |
| | | | | | 5500 | | | 1,170 | | Fringe |
| | | | | | 5550 | | | 138 | | Insurance |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| 400 | 070 | 7520 | | | 6580 | | | 138 | | Insurance |
| | | | | | | | | | | |
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| | | | | | | | | | | |
| | | | | | | | | 4,138 | Total Expenditure Change | |

Revenue

Transaction R [ ] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: _____

| Fund | Agency | Organi-zation | Activity | Reporting Category | Object | Current Amount | Revised Amount | Change Increase (Decrease) | Subtotal | Description |
|---|---|---|---|---|---|---|---|---|---|---|
| 100 | 025 | 3323 | | | 4900 | | | 4,000 | | OSSA Seat belt grant |
| | | | | | | | | | | |
| 400 | 070 | 7522 | | | 6600 | | | 138 | | Service reimb. from fund 156 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | 4,138 | Total Revenue Change | |

# Transaction Detail



| Trans ID | Type | FY | Description | Process? | Date | Category | # | Fund | Agcy | Org | Obj | Rev | Amount | # | Fund | Agcy | Org | Pos | FTE | Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| bmmcso99_05 | BM | 99 | Recognizes $4,000 in Grant Revenue from Oregon State Sheriff's Assoc. to pay for OT for Seatbelt Enforcement. | No | | | 1 | 100 | 025 | 3323 | 5300 | | 2,692 | | | | | | | |
| | | | | | | | 2 | 100 | 025 | 3323 | 5500 | | 1,170 | | | | | | | |
| | | | | | | | 3 | 100 | 025 | 3323 | 5550 | | 138 | | | | | | | |
| | | | | | | | 4 | 100 | 025 | 3323 | | 4900 | 4,000 | | | | | | | |
| | | | | | | | 5 | 400 | 070 | 7531 | | 6600 | 138 | | | | | | | |
| | | | | | | | 6 | 400 | 070 | 7531 | 6580 | | 138 | | | | | | | |

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM BRIEFING**
**STAFF REPORT SUPPLEMENT**

---

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DAN NOELLE,
Sheriff

TODAY'S DATE: APRIL 8, 1999

REQUESTED PLACEMENT DATE: NEXT AVAILABLE BOARD MEETING

RE: BUDGET MODIFICATION RECOGNIZING $4,000 IN GRANT REVENUE FROM THE OREGON STATE SHERIFF'S ASSOCIATION TO PAY OVERTIME FOR SEATBELT ENFORCEMENT

I. Recommendation/Action Requested:

Request approval of budget modification recognizing $4,000 in grant revenue from the Oregon State Sheriff's Association to pay overtime for seatbelt enforcement.

II. Background/Analysis:

The Oregon State Sheriff's Association recently awarded a grant to MCSO in order to participate in a collaborative effort between British Columbia, Washington, and Oregon to actively enforce seat belt laws. Three saturation periods have been chosen in which a survey MCSO received $4,000 as its portion of the grant.

This grant revenue will be used to backfill normal patrol positions with overtime in order to increase the number of patrols available for seat belt enforcement.

III. Financial Impact:

This budget modification will increase the Sheriff's budget by $4,000 and the Insurance Service Reimbursement Fund by $138.

III. Legal Issues:

None known.

IV. Controversial Issues:

None known.

VI. Link to Current County Policies:

MCSO has been actively participating traffic enforcement grants for six years.

VII. Citizen Participation:

Oregon State Sheriff's Association.

VIII. Other Government Participation:

State of Oregon, Washington and British Columbia, Canada.

Call toll free in Oregon 1-800-624-4405
Salem (503) 364-4204
FAX (503) 364-2059

# Oregon State Sheriffs' Association

January 6, 1999

Sergeant Dave Hadley
Multnomah County Sheriff's Office
12240 NE Glisan
Portland, OR 97230

Dear Sergeant Hadley:

The Three Flags Safety Belt Enforcement grant for your county has been approved.

Multnomah County Sheriff's Office will be awarded a total of $6,000 to use for overtime safety belt enforcement. Enclosed you will find two forms essential to the operation of this program. The Billing Information form and the Activity Report form. Each form is to be submitted by the 25th of each month to OSSA. There is also a Statement of Work enclosed that explains the responsibilities of the grantee more specifically.

The program mechanics will be explained during the Three Flags workshop. The workshop is scheduled for January 13 and January 14 in Eugene. You should have received information from ODOT concerning this event. If you have not, please contact our office and we will fax you that information.

Congratulations on your award and thanks for your participation in this program.

Sincerely,

Charna Stuck
Grant Coordinator, OSSA

**Mailing Address:** P.O. Box 2313, Salem, Oregon 97308

# Safety Belt Overtime Enforcement Program
## *Statement of Work*

LAW ENFORCEMENT AGENCY OBLIGATIONS:
The following assignments will be performed during effective agreement dates:

1. To provide overtime traffic enforcement on a year-round basis and during scheduled Three Flags Campaign blitz periods, with emphasis on safety belt, speed and DUII laws.

2. Each Participating Office will send a representative to each of the Three Flags Campaign Workshops in Eugene. Each participating officer shall attend one of the workshops. Departments with fewer than six sworn officers will only be required to participate in one workshop.

3. A two-hour safety belt training course will be available during each workshop. All officers receiving overtime pay must complete this safety belt training course of have completed the course "Safety Belt Training Course for Police Officers" since 1991. In addition, the course can be presented by request in an area convenient to the department. The agency is responsible for training time of officers participating in the overtime enforcement program.

4. Officers will be permitted and encouraged to issue multiple citations to drivers who have committed several violations. For example "exceeding maximum speed" and "failure to wear a safety belt."

5. The agency will conduct observed-use surveys prior to each of the Three Flags Campaign blitz periods. Post enforcement surveys will be conducted at the end of each of the Three Flags Campaign blitz periods. Offices will be encouraged to utilize senior volunteers or reserves wherever possible.

6. The agency will inform the news media of blitz activities and conduct enhanced media efforts before and after each enforcement period.

7. The agency will report Three Flags Campaign blitz activities and results following each blitz period to the Oregon State Sheriffs Association listing traffic enforcement activity as shown on the "Blitz Reporting Form".

8. The agency agrees to document traffic enforcement, using straight-time hours by the non-federally funded officers, at twice the number of hours submitted for overtime reimbursement under this Agreement.

9. Objectives:

   To increase restraint usage from 83% to 85% by 9-30-99.

   To increase the percentage of children under age one who are properly restrained, as determined by the Statewide Observed Use Survey, from 75% to 85% by 9-30-99.

   To increase the percentage of children under age four who are properly restrained, as determined by the Statewide Observed Use Survey, from 91% to 95% 9-30-99.

   Total contact objectives (warnings and citations) per overtime hour worked = 2.

10. Grants will be provided in the amount of $3000.00 per participating Department. Larger grants will require the approval of the ODOT Program Manager. Overtime hours will be paid at the actual overtime rate.

**BUDGET MODIFICATION NO.** BMMCS099-06

(For Clerk's Use) Meeting Date JUN 03 1999

Agenda No. C-3

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____ (Date)

DEPARTMENT **Sheriff's Office** DIVISION _____

CONTACT **Larry Aab** TELEPHONE **251-2489**

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)

**Budget modification requesting authorization to move $15,000 from salary savings to equipment to fund the purchase of a replacement vehicle.**

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

[x] Personnel changes are shown in detail on the attached sheet

**This modification will transfer $15,000 from Permanent, Salary Related, and Insurance to fund the purchase of replacement vehicle for the Motor Carrier Safety Unit. Salary savings were derived from a delayed hiring and training process for new Deputies.**

99 MAY 24 PM 3:30

BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY OREGON

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

**None**

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

_____ Fund Contingency before this modification (as of _____) $ _____

Date

After this modi fication $

| | | | |
|---|---|---|---|
| Originated By Larry Aab | Date | Department Director Dan Noelle | Date 4/16/99 |
| Plan/Budget Analyst Ralph Haase | Date 5/25/99 | Employee Services | Date |
| Board Approval Deborah C Bogstad | Date 6/3/99 | | |

BUDMOD1

## PERSONNEL DETAIL FOR BUDGET MODIFICATION NO. MCSO 99-06

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

| | | ANNUALIZED | | | |
|---|---|---|---|---|---|
| FTE Increase (Decrease) | POSITION TITLE | BASE PAY Increase (Decrase) | Increase/(Decrease) Fringe | Ins. | TOTAL Increase (Decrease) |
| | Not applicable | | | | 0 |
| | | | | | 0 |
| | | | | | 0 |
| | | | | | 0 |
| | | | | | 0 |
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| | | | | | 0 |
| | | | | | 0 |
| 0 | TOTAL CHANGE (ANNUALIZED) | 0 | 0 | 0 | 0 |

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

| | | CURRENT FY | | | |
|---|---|---|---|---|---|
| Permanent Positions, Temporary, Overtime, or Premium | Explanation of Change | BASE PAY Increase (Decrease) | Increase/(Decrease) Fringe | Ins. | TOTAL Increase (Decrease) |
| | | | | | 0 |
| Permanent | Cut for salary savings (JCN 2025) | (11,624) | (2,833) | (543) | (15,000) |
| | | | | | 0 |
| | | | | | 0 |
| | | | | | 0 |
| | | | | | 0 |
| | | | | | 0 |
| | | | | | 0 |
| | | | | | 0 |
| | | | | | 0 |
| | | | | | 0 |
| | | | | | 0 |
| TOTAL CURRENT FISCAL YEAR CHANGES | | (11,624) | (2,833) | (543) | (15,000) |

BUDGET MODIFICATION NO MCSO 99-06

Expenditure

Transaction E [ ] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: _____

| Fund | Agency | Organi-zation | Activity | Reporting Category | Object | Current Amount | Revised Amount | Change Increase (Decrease) | Subtotal | Description |
|---|---|---|---|---|---|---|---|---|---|---|
| 100 | 025 | 3315 | | | 5100 | | | (11,624) | | ~~Overtime~~ Permanent |
| | | | | | 5500 | | | (2,833) | | Fringe |
| | | | | | 5550 | | | (543) | | Insurance |
| | | | | | 8400 | | | 15,000 | | |
| | | | | | | | | | | |
| 400 | 070 | 7520 | | | 6580 | | | (543) | | Insurance |
| | | | | | | | | | | |
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| | | | | | | | | (543) | Total Expenditure Change | |

Revenue

Transaction R [ ] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: _____

| Fund | Agency | Organi-zation | Activity | Reporting Category | Object | Current Amount | Revised Amount | Change Increase (Decrease) | Subtotal | Description |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| | | | | | | | | | | |
| 400 | 070 | 7522 | | | 6600 | | | (543) | | Service reimb. from fund 100 |
| | | | | | | | | | | |
| | | | | | | | | | | |
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| | | | | | | | | | | |
| | | | | | | | | (543) | Total Revenue Change | |

# Transaction Detail



| Trans ID | Type | FY | Description | Process? | Date | Category | # | Fund | Agcy | Org | Obj | Rev | Amount | # | Fund | Agcy | Org | Pos | FTE | Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| bmmcso99_06 | BM | 99 | Request authorization tomove $15,000 from salary savings to equipment to fund the purchase of a replacement vehicle. | No | | | 1 | 100 | 025 | 3315 | 5100 | | -11,624 | 1 | 100 | 025 | 3315 | 9999 | 0.000 | -15,000 |
| | | | | | | | 2 | 100 | 025 | 3315 | 5500 | | -2,833 | | | | | | | |
| | | | | | | | 3 | 100 | 025 | 3315 | 5550 | | -543 | | | | | | | |
| | | | | | | | 4 | 100 | 025 | 3315 | 8400 | | 15,000 | | | | | | | |
| | | | | | | | 5 | 400 | 070 | 7531 | | 6600 | -543 | | | | | | | |
| | | | | | | | 6 | 400 | 070 | 7531 | 6580 | | -543 | | | | | | | |

**BOARD OF COUNTY COMMISSIONERS**
**AGENDA ITEM BRIEFING**
**STAFF REPORT SUPPLEMENT**

---

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DAN NOELLE,
Sheriff

TODAY'S DATE: APRIL 29, 1999

REQUESTED PLACEMENT DATE: NEXT AVAILABLE BOARD MEETING

RE: BUDGET MODIFICATION REQUESTING AUTHORIZATION TO MOVE $15,000 FROM SALARY SAVINGS TO EQUIPMENT TO FUND THE PURCHASE OF A REPLACEMENT VEHICLE

I. Recommendation/Action Requested:

Request approval for a budget modification requesting authorization to move $15,000 from salary savings to equipment to fund the purchase of a replacement vehicle.

II. Background/Analysis:

The Motor Carrier Safety Unit is in need of purchasing a replacement vehicle for their operation. The current vehicle they are using is too small for their operation and a larger ¾ ton style vehicle is needed for replacement. This bud mod, if approved by the Board will move one time only salary savings, to be combined with the existing vehicle's replacement funds to purchase, the new vehicle. Future motor pool costs will be absorbed through the unit's base line budget.

III. Financial Impact:

This bud mod will move revenues from salary related line items to the equipment line item in order to facilitate the purchase of the vehicle. The Insurance Fund will be reduces by $543. The bud mod itself is revenue neutral.

III. Legal Issues:

None known

V. Controversial Issues:

None known

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

F.R.E.D.S.

MEETING DATE: JUN 03 1999

AGENDA NO: C-4

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

---

## AGENDA PLACEMENT FORM

SUBJECT: Cancellation of Defaulted Land Sales Contract

BOARD BRIEFING: Date Requested:
Requested by:
Amount of Time Needed:

REGULAR MEETING: Date Requested:

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calendar

### ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER

SUGGESTED AGENDA TITLE:

Request cancellation of Land Sales Contract 15570 to GAYLE G. & P. LAUDENSLAGER.

Cancellation Order and Copy of Default Notice attached

6/3/99 2 certified true copies & 1 copy to TAX TITLE

'99 MAY 25 PM 8:23
BOARD OF COUNTY COMMISSIONERS
PUBLICATION COUNTY OREGON

### SIGNATURES REQUIRED:

ELECTED OFFICIAL:

OR

DEPARTMENT MANAGER:

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

2/97

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 99-107

Cancelling Land Sale Contract 15570 with GAYLE G. & P. LAUDENSLAGER upon Default of Payments and Performance of Covenants

The Multnomah County Board of Commissioners Finds:

a) Contract purchaser, GAYLE G. & P. LAUDENSLAGER, by contract dated September 17, 1991, book 2457 and Page 696, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

LOT 2, BLOCK 1, TRUVAY, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

b) The purchaser is now in default of the terms of contract in that purchaser

Failed to make monthly payments of $150.45 since March 31, 1998 for a total of $2,106.30.
Failed to pay delinquent taxes for tax years 97/98 & 98/99 for a total of $2,430.76.
Failed to pay delinquent City Liens in the amount of $5,180.65.
Failure to pay delinquent costs in the amount of $1,692.58.
Failure to provide Homeowner and fire insurance.

c) ORS 275.220 provides that upon default, the Board may cancel the contract:

d) The County sent notice to contract purchaser and other interested parties of this cancellation consistent with ORS 93.915.

The Multnomah County board of Commissioner Orders:

1. That the subject contract be and is declared CANCELLED.

2. That the Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240.

3. That the MULTNOMAH COUNTY SHERIFF serve a certified copy of this order and a return of service be made upon such copy of the order to:

GAYLE G. LAUDENSLAGER, 36 SE 165TH AVE, PORTLAND OR 97233
P. LAUDENSLAGER, 36 SE 165TH AVE, PORTLAND OR 97233

Adopted this 3rd day of June , 1999.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair

REVIEWED:
Thomas Sponsler, County Counsel
for Multnomah County, Oregon

By _____
Matthew O. Ryan, Assistant County Counsel

MULTNOMAH COUNTY TAX TITLE
PO BOX 2716, PORTLAND OR 97208
421 SW 6TH AVE, RM 300, PORTLAND OR 97204
503-248-3590

January 13, 1999

# URGENT, REQUIRES IMMEDIATE ACTION

GAYLE G. & P. LAUDENSLAGER
36 SE 165TH AVE
PORTLAND OR 97233

FINAL NOTICE OF DEFAULT AND PENDING CANCELLATION OF CONTRACT 15570

YOU ARE HEREBY NOTIFIED THAT YOU ARE IN **DEFAULT** UNDER CONTRACT #15570 RECORDED ON September 17, 1991, BOOK 2457, PAGE 696 BETWEEN SELLER, **MULTNOMAH COUNTY AND** CONTRACT PURCHASER, **GAYLE G. & P. LAUDENSLAGER AND** FOR THE PROPERTY LEGALLY DESCRIBED AS:

LOT 2, BLOCK 1, TRUVAY, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon, also known as 36 SE 165TH AVE (R-84460-0030).

This contract is in Default due to:

1) Starting from March 31, 1998, no installments have been paid on Contract 15570. As of May 13, 1999, the amount due on the contract will be $2,106.30. This figure includes interest and principal. Make certified funds payable to TAX TITLE.

2) The delinquent taxes have not been paid for tax years 97/98 & 98/99 for a total of $2,430.76. This figure includes taxes, interest, and fees through May 13, 1999. Make certified funds payble to TAX COLLECTOR.

3) Failure to provide proof of homeowner & fire insurance as required per contract. **PROOF OF HOMEOWNER & FIRE INSURANCE MUST BE PRESENTED TO OUR OFFICE.**

4) The delinquent City liens have not been paid. You will need to contact the CITY OF GRESHAM LIENS & COLLECTION SECTION. You will need to call (503) 618-2380 for payoff instructions. **PROOF OF PAYMENT MUST BE PRESENTED TO OUR OFFICE (copy of receipt showing paid, before Multnomah County will accept items 1-3 above).**

TOTAL OF DEFAULT IS $4,537.06, OWED TO MULTNOMAH COUNTY. You have 120 days to cure this default. The deadline is May 13, 1999.

IN ORDER TO CURE THE DEFAULT YOU MUST PAY ALL INSTALLMENTS DUE, INCLUDING INTEREST, ALL DELINQUENT TAXES, INCLUDING INTEREST AND FEES, AND ALL COSTS INCURRED BY THE COUNTY RESULTING FROM THIS DEFAULT AS DESCRIBED ABOVE. PLEASE BE ADVISED THAT THE BACK INSTALLMENTS AND TAXES MUST BE PAID CURRENT TO THE DATE OF ACTUAL PAYMENT AND ARE SUBJECT TO CONTINUING ACCUMULATION OF INTEREST OR PRINCIPAL OR BOTH. PAYMENT MUST BE MADE TO **TAX TITLE**, IN CERTIFIED FUNDS (NO PERSONAL OR BUSINESS CHECKS WILL BE ACCEPTED). YOU CAN MAIL TO THE PO BOX OR BRING YOUR PAYMENT IN PERSON TO THE STREET ADDRESS LISTED IN THE ABOVE LETTERHEAD.

**IF THE DEFAULT IS NOT CURED BEFORE May 13, 1999, (120 days) THIS CONTRACT WILL BE CANCELED, AND EVERY RIGHT, OR INTEREST OF ANY PERSON IN THE PROPERTY WILL BE FOREITED FOREVER TO THE COUNTY.**

SINCERELY,

Gary Thomas

GARY THOMAS
FORECLOSED PROPERTY COORDINATOR

CC: City of Gresham, Liens & Collection Section
Oregon Dept of Revenue
Internal Revenue Service

Recorded in the County of Multnomah, Oregon
C. Swick, Deputy Clerk
8.00
99009983 3:20pm 01/14/99
014 20022543 02 14
A90 1 0.00 5.00 3.00 0.00 0.00

Plu Tax Title 1-14-99

MEETING DATE: JUN 0 3 1999

AGENDA NO: C-5

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

*AGENDA PLACEMENT FORM*

*SUBJECT:* **Ratification of Developmental Disabilities Services Division annual agreement with Portland Employment Program.**

*BOARD BRIEFING*

*Date Requested:* _____

Requested By: _____

*Amount of Time Needed:* _____

*REGULAR MEETING*

*Date Requested:* Next available date

*Amount of Time Needed:* Consent

*DEPARTMENT:* **Community and Family Services**

*DIVISION:* Developmental Disabilites

*CONTACT:* **Lolenzo Poe/ Howard Klink**

*TELEPHONE:* **248-3691**

*BLDG/ROOM:* **B166/7th**

*PERSON(S) MAKING PRESENTATION:* **Lolenzo Poe/Howard Klink**

***ACTION REQUESTED:***

*[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER*

***SUGGESTED** AGENDA TITLE*

**Ratification of Developmental Disabilities Services Division Annual Agreement with Portland Community College/Portland Employment Program.**

6/3/99 ORIGINALS to ESTHER TRONTANEZ-MORALES

***SIGNATURES REQUIRED:***

*ELECTED OFFICIAL:* _____

*OR*

*DEPARTMENT MANAGER:* Lolenzo Poe mb

99 MAY 25 PM 8:24

BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY OREGON

***ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES***

*Any Questions: Call the Board Clerk @ 248-3277*

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# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
OFFICE OF THE DIRECTOR
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379 TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DIANE LINN • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: County Board of Commissioners

FROM: Lolenzo Poe, Director Lolenzo Poe
Department of Community and Family Services

DATE: May 18, 1999

SUBJECT: FY 1999-00 Intergovernmental Agreement with Portland Employment Program at PCC

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of an annual Intergovernmental Agreement with Portland Employment Program-Portland Community College, for the period July 1, 1999 through June 30, 2000.

**II. Background/Analysis:** The Department of Community and Family Services is renewing an annual agreement for the provision of Employment Services, Start-Up Funds, and Vocational Transportation Services for persons with developmental disabilities.

**III. Financial Impact:** Portland Employment Program-Portland Community College will receive an estimated amount of $303,070 (requirements) for the services. Funding is available via the State Mental Health Grant.

**IV. Legal Issues:** None

**V. Controversial Issues:** None

**VI. Link to Current County Policies:** The contract supports the County's efforts to maintain or enhance the quality of life and independence for the citizens of Multnomah County.

**VII. Citizen Participation:** N/A

**VIII. Other Government Participation:** N/A

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# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

*(See Administrative Procedure CON-1)*

Contract #: **0010169**

Pre-approved Contract Boilerplate (with County Counsel signature) [] Attached [x] Not Attached

Amendment #: **0**

| Class I | Class II | Class III |
|---|---|---|
| [] Professional Services not to exceed $50,000 (and not awarded by RFP or Exemption)<br>[] Revenue not to exceed $50,000 (and not awarded by RFP or Exemption)<br>[] Intergovernmental Agreement (IGA) not to exceed $50,000<br>[] Expenditure<br>[] Revenue<br>[] Architectural & Engineering not to exceed $10,000 *(for tracking purposes only)* | [] Professional Services that exceed $50,000 or awarded by RFP or Exemption (regardless of amount)<br>[] PCRB Contract<br>[] Maintenance Agreement<br>[] Licensing Agreement<br>[] Construction<br>[] Grant<br>[] Revenue that exceeds $50.000 or awarded by RFP or Exemption (regardless of amount) | [x] Intergovernmental Agreement (IGA) that exceeds $50,000<br>[x] Expenditure<br>[] Revenue<br>**APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS**<br>**AGENDA #** C-5 **DATE** 6/3/99<br>DEB BOGSTAD<br>**BOARD CLERK** |

| | | | | | |
|---|---|---|---|---|---|
| Department: | Community and Family Services | Division: | Developmental Disabilities | Date: | May 18, 1999 |
| Originator: | Donald Acker | Phone: | 26461 | Bldg/Rm: | 166/4 |
| Contact: | Esther Montanez-Morales | Phone: | 26223 | Bldg/Rm: | 166/7 |

Description of Contract **Contract renewal to purchase Employment and Transportation services for individuals with developmental disabilities.**

RENEWAL: [X] PREVIOUS CONTRACT #(S): 9910045

RFP/BID: RFP/BID DATE:

EXEMPTION #/DATE: N/A EXEMPTION EXPIRATION DATE: ORS/AR #:

CONTRACTOR IS: [] MBE [] WBE [] ESB [] QRF [] N/A [X] NONE *(Check all boxes that apply)*

| | | | |
|---|---|---|---|
| Contractor | **Portland Employment Program** | | |
| Address | **1201 SW 12th Suite 520** | Remittance Address | |
| | **Portland, OR 97205-2046** | *(If different)* | |
| Phone | **222-1121** | Payment Schedule / Terms | |
| Employer ID# or SS# | **93-0575187** | [] Lump Sum $ | [] Due on Receipt |
| Effective Date | **July 1, 1999** | [] Monthly $ | [] Net 30 |
| Termination Date | **June 30, 2000** | [X] Other $ Invoice/Allotment | [] Other |
| Original Contract Amount $ | **0** | | |
| Total Amt of Previous Amendments $ | **0** | [X] Requirements $ | 303,070 |
| Amount of Amendment $ | **0** | | |
| Total Amount of Agreement $ | **0** | Encumber [] Yes [] No | |

REQUIRED SIGNATURES

| | | |
|---|---|---|
| Department Manager | Lolenzo Poe mus | DATE 5/19/99 |
| Purchasing Manager | | DATE |
| County Counsel | Katie Haun | DATE 5/25/99 |
| County Chair | | DATE June 3, 1999 |
| Sheriff | | DATE |
| Contract Administration | | DATE |

LGFS VENDOR CODE **620491A** DEPT REFERENCE

| LINE # | FUND | AGENCY | ORG | SUB ORG | ACTIVITY | OBJ/ REV | SUB OBJ | REP CAT | LGFS DESCRIPTION | AMOUNT | INC DEC |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 01 | | | | | | | | See | Attached | | |
| 02 | | | | | | | | | | | |
| 03 | | | | | | | | | | | |

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COMMUNITY AND FAMILY SERVICES DEPARTMENT
CONTRACT APPROVAL FORM SUPPLEMENT
Contractor : PORTLAND EMPLOYMENT PROGRAM


5/11/99

Vendor Code : 620491A

Fiscal Year : 99/00 Numeric Amendment : 00 Contract Number : 0010169

| LINE | FUND | AGEN | ORG CODE | ACTIVIY CODE | OBJECT CODE | REPORTING CATEGORY | LGFS DESCRIPTION | ORIGINAL AMOUNT | AMENDMENT AMOUNT | FINAL AMOUNT | REQT'S ESTIMATE |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 51 | 156 | 010 | 1510 | D49V | 6060 | 9501X | DD SMHD | Requirements | | Requirements | $5,000.00 |
| | | | | | | | DD Voc Serv Proj High School Trans Age Youth | | | | |
| 52 | 156 | 010 | 1510 | D53X | 6060 | 9501X | DD SMHD | Requirements | | Requirements | $1.00 |
| | | | | | | 93.778 | DD Transportation | | | | |
| 53 | 156 | 010 | 1510 | D54X | 6060 | 9501X | DD SMHD | Requirements | | Requirements | $296,469.00 |
| | | | | | | 93.778 | DD Employment & Alternative Service | | | | |
| 54 | 156 | 010 | 1510 | D57V | 6060 | 9501X | DD SMHD | Requirements | | Requirements | $1,600.00 |
| | | | | | | | DD Employment & Alternative/Startup | | | | |
| TOTAL | | | | | | | | $0.00 | $0.00 | $0.00 | $303,070.00 |

# MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

## SERVICE CONTRACT NO. 0010169

This Contract is between MULTNOMAH COUNTY (County) and Portland Employment Program(Contractor).

The parties agree as follows:

**Effective Date and Termination Date.** The effective date of this contract shall be July 1, 1999 or the date on which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be June 30, 2000 or the date when all work has been completed and all payments have been made, whichever is later.

**Statement of Work.** Contractor shall perform the work described in Exhibit 1.

**Payment for Work.** County agrees to pay Contractor in accordance with Exhibit 1.

**Contract Documents.** This Contract includes this document and:

| | |
|---|---|
| Exhibit 1 - Statement of Work, Compensation, Payment, and Renewal Terms | Ex. 1 - 4 Pages |
| Attachment A - Service Elements and Contract Amounts | Attach A 1 Page |
| Exhibit 2 - Insurance Requirements | Ex. 2 - 1 Page |
| Exhibit 3 - Certification Statement for Corporation or Independent Contractor | Ex. 3 - 1 Page |
| Exhibit 4 - Workers' Compensation Exemption Certificate | Ex. 4 - 1 Page |
| Exhibit 6A - Monthly Expenditure Report | Ex 6A - 1 Page |
| Exhibit 6B - Quarterly Budget Comparison Report | Ex 6B - 1 Page |
| Exhibit 6C - Contractor Annual Budget | Ex 6C - 1 Page |
| Exhibit 7 - Criminal History Records Check | Ex 7 - 1 Page |

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### STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.

2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.

3. **No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

4. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

5. **Early Termination.** This Contract may be terminated as follows:

   a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

   b. Either party may terminate this Contract for any reason on 30 days written notice.

   c. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

   d. Notwithstanding paragraph 5(c), County may terminate this Contract immediately by written notice to Contractor upon:

      (i) Denial, suspension, revocation or non-renewal of any license permit or certificate that Contractor must hold to provide services under this Contract.

Contractor must hold to provide services under this Contract.

(ii) Upon County obtaining evidence that Contractor has endangered or is endangering the health and safety of clients/residents, staff, or the public.

(iii) If the contract between County and any funding source for provision of services is terminated in whole or in part or reduced by the funding source for any reason.
(iv) If County obtains evidence of Contractor's financial instability, which COUNTY deems sufficient to jeopardize levels and/or quality of services required by this contract

(v) If County obtains evidence of Contractor's improper or illegal use of funds provided under this contract.

(vi) If Contractor is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

For programs with fee-for-service and service capacity payment terms, County may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by County. For contracts with cost-reimbursement payment terms, costs of Contractor resulting from obligations incurred by Contractor during a suspension or after termination of award are not allowable unless expressly authorized by County in writing.

Upon termination County may withhold reimbursement to Contractor as an offset for anticipated damages until such time as the exact damages due to County from Contractor are agreed upon or otherwise determined.

Upon termination, Contractor agrees to transfer back to County unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by County, the State of Oregon or the Federal Government. All property purchased with County funds is the property of County.

County may withhold part or all of the unpaid contract balance upon contract termination pending receipt of final reports.

6. **Payment on Early Termination.** Upon termination pursuant to paragraph 5, payment shall be made as follows:

   a. If terminated under 5(a) or 5(b) for the convenience of the County, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

   b. If terminated under 5(c) by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.

   c. If terminated under 5(c) or 5(d) by the County due to a breach by the Contractor, then the County shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the County is entitled.

7. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:

   a. If terminated under 5(c) by the County due to a breach by the Contractor, the County may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

   b. In addition to the remedies in paragraphs 5 and 7 for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.

   c. If the County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

8. **Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract. All fiscal records shall be maintained pursuant to generally accepted accounting standards of accuracy, timeliness, and completeness, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All such records shall be retained and kept accessible for at least three years following final payment. County's authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. County shall reimburse Contractor for Contractor's cost of preparing copies. If requested Contractor shall authorize access to verify federal and state employment tax payments by signing Oregon Department of Revenue form 150-800-005 "Authorization to Represent Taxpayer and/or Disclose Information" and federal form 8821, "Tax Authorization."

9. **Ownership of Work.** All work products of the Contractor that result from this Contract are the exclusive property of the County. If any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants County a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products and any other information, designs, plans or works provided or delivered to the County or produced by the Contractor under this Contract. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver such partially completed work products, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

10. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the following laws. Failure to comply with this paragraph shall be a breach of this Contract.

    a. Contractor shall make payment promptly, as due, to all persons supplying Contractor labor or material for work under this Contract; pay all contributions or amounts due the Industrial Accident Fund from Contractor or any subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. **ORS 279.312**

    b. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract. The payment of a claim under this section shall not relieve Contractor or Contractor's surety from any obligation with respect to any unpaid claims. **ORS 279.314**

    c. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS ORS 279.051, the laborer shall be paid at least time and a half pay:

        (A) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and

        (B) For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

        (C) For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or in ORS 279.334 (1)(a)(C)(ii) to (vii).

        The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. section 201 to 209 from receiving overtime. **ORS 279.316, ORS 279.334 (8).**

    d. Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. All employers working under this Contract

are subject employers that will comply with ORS 656.017. ORS 279.320

Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify County immediately if any license, permit, or certification required for performance of this Contract ceases to be in effect for any reason.

11. **Indemnity and Hold Harmless.** Contractor shall defend, hold harmless and indemnify the County, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract, except that, with respect to the performance of professional services, Contractor's obligation to defend, hold harmless and indemnify the County shall apply only to claims, suits, or actions which have or are alleged to have resulted from or arisen out of the negligent acts and omissions of the Contractor, its officers, employees, subcontractors, or agents.

12. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.

13. **Waiver.** Waiver of any default under this Contract by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

14. **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of Multnomah County, Oregon. Any legal action involving any question arising under this Contract must be brought in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

15. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

16. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

17. **Year 2000 Compliance.** If Contractor learns or has reason to believe that County's hardware or software environment fails to use a date format that explicitly and correctly specifies the century in any date data, Contractor shall promptly advise the County of such failure. If this Contract provides for the delivery of computer hardware or software, all such hardware or software shall, individually and in combination, correctly process, sequence, and calculate all date and date-related data for all dates prior to, through and after January 1, 2000. Any software products delivered under this Contract that process date or date-related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century.

18. **Anti-discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses.

19. **Non-appropriation Clause.** If payment for work under this Contract extends into the County's next fiscal year, County's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the Board of County Commissioners of Multnomah County, Oregon.

In the event that funds become unavailable to the County in the amounts anticipated, the County may, by amendment, reduce funding or terminate the contract as appropriate. County shall notify Contractor as soon as it receives notice of reductions from the funding source(s).

20. **Reporting and Investigation of Suspected Fraud and Embezzlement.** Contractor shall report in writing the details of any cases of suspected fraud and embezzlement involving its employees and/or the employees of its subcontractors to the County not later than one working day after the date the alleged activity comes to Contractor's attention. The report shall describe the incidents and action being taken to resolve the problem.

Activity comes to Contractor's attention. The report shall describe the incidents and action being taken to resolve the problem.

In cases of suspected fraud and embezzlement involving County funds and resources, Contractor is responsible for referral to the proper authorities. County may assume control of any case not handled to the County's satisfaction.

In cases of suspected fraud and embezzlement which do not involve funds and resources of the County, Contractor shall seek resolution of the problem. County may intervene in cases involving resources of clients served by Contractor.

County shall review all cases of suspected fraud or embezzlement whether or not County resources appear to be at risk. Contractor shall adopt and follow any internal control procedures, which the County decides are needed. Failure of the Contractor to adopt or follow such procedures will be considered a breach of this contract and will be dealt with according to provisions in Section 5.c.

21. **Resolution of audit findings.** Contractor shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

22. **Submission of Federal Tax Returns.** Contractor's, who receive in excess of $25,000 from County under this contract, shall submit annual Federal Tax Returns to County within 30 calendar days of their due date. Required tax returns are as follows:

| | |
|---|---|
| Sole Proprietor | Schedule C |
| Partnership | Form 1065, including Schedules L and K-1 |
| For Profit Corporation | Form 1120, including Schedule L or Form 1120A with Part 3 |
| S-Corp Corporation | Form 1120S, including Schedule L |
| Not-for-Profit Corporation | Form 990 and Schedule A (Form 990) |

23. **Criminal Record Background Checks.** Contractor shall comply with those provisions of ORS 181.536 et seq. and 309-018-0190 regarding criminal record checks, which apply to their programs.

Contractor shall make the results of the criminal records check available for review by County staff upon request. Contractor shall return a Certificate of Compliance (Exhibit 7) with this Contract.

24. **Compensation Adjustment Amendment.** County may unilaterally increase compensation by use of a Compensation Adjustment Amendment (CAA) mailed to the Contractor.

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT NO. 0010169

## CONTRACTOR DATA AND SIGNATURE

Contractor Address: 1201 SW 12th Suite 520, Portland, OR 97205-2046, 222-1121,
Federal Tax ID# or Social Security #: 93-0575187
State Tax ID # _____ Citizenship: Nonresident alien ____ Yes ____No
Business Designation (check one): _____ Sole Proprietorship ____ Partnership
_____ Corporation ____ Government

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand the Contract and agree to be bound by its terms.

_____ _____
Signature Title

_____ _____
Name (please print) Date

NOTE: Contractor must also sign Exhibit 3 and (if attached) Exhibit 4.

## MULTNOMAH COUNTY SIGNATURE

(This contract is not binding on the County until signed by the Chair or the Chair's designee)

_____ June 3, 1999
County Chair or Designee Date

## DEPARTMENT AND COUNTY COUNSEL APPROVAL AND REVIEW

Approved By: _____ 5/19/99
Department Manager or Designee Date

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

Reviewed By: _____ 5/25/99
Assistant County Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 6/3/99
DEB BOGSTAD
BOARD CLERK

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT NO. 0010169

EXHIBIT 1 – STATEMENT OF WORK, COMPENSATION, PAYMENT, AND RENEWAL TERMS

1. Contractor shall perform the following work.

A. Services

CONTRACTOR agrees to provide services as summarized below and detailed in Attachment A: Service Elements and Contract Amounts. COUNTY agrees to reimburse CONTRACTOR for providing COUNTY-funded services under the payment terms and up to the amounts specified in Attachment A. As applicable, and subject to program instructions, by this reference made part of this contract, CONTRACTOR agrees to also provide Title XIX services within the service element(s) marked **State Payment** in Attachment A. For these Title XIX services, CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-0000 through 0230. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's *Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates*. All funds identified **State Payment** are disbursed by the Oregon Office of Medical Assistance Programs (OMAP).

| Service | Service Description (Procurement Authorization) |
|---|---|
| Developmental Disabilities Services | |
| Transportation and Employment & Alternative Services | EX24, ( D49V, D53X, D54X, D57V )exemption valid through 6/00. |

B. Service Standards

1) CONTRACTOR agrees to provide the above services consistent and in compliance with the applicable COUNTY and State service definitions, Administrative Rules, priorities, policies, procedures, program instructions, and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in the applicable Request for Proposal or notice of intent and contractor's response to that proposal, Contract Renewal Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR, and any subsequent revisions to these documents. This includes program instructions/special conditions on mental health and developmental disabilities service elements.

2) CONTRACTOR shall provide written notice and obtain written COUNTY approval prior to implementing any substantive program change and/or change in method of service delivery that affects level, scope, or outcome of client services funded under this contract.

C. Program Outcomes

1) CONTRACTOR shall track, at a minimum, the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document and report this data to COUNTY at least quarterly, or as instructed by COUNTY.

2) CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

D. Special Conditions

1) See Developmental Disabilities Special Conditions #1.1, #2.1 through #2.2, #4.1 through #4.2, #6.1 through # 6.2, #9.1, #11.1, #12.1 through 12.6, #15, #26, #28.1 through #28.2, and Attachment A, incorporated herein.

**2. The maximum payment under this Contract, including expenses, is $ N/A**

**3. County will pay Contractor expenses on the following bases:**

CONTRACTOR shall be reimbursed for specific services based upon the payment terms set forth under Attachment A. and Statement of Work of this contract. Payment terms and required reports for that payment method and basis shall apply to the CONTRACTOR.

**A. Payment Terms and Reports: All Contracts**

An Annual Budget (see example in exhibit 6C) is due within one month and twenty (20) calendar days of contract effective date; revised annual budget(s) is due within thirty (30) calendar days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date dollar changes for that service element exceed 25%.

1) Expenditures of the CONTRACTOR under service capacity or cost reimbursement contracts, may be charged to this contract only if they are: l) in payment for services performed under this contract; 2) expensed in conformance with all applicable accounting standards, state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if the services are: 1) included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation as stated in Attachment A. Any refunds to the state or federal government resulting from state or federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures.

2) Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY at COUNTY'S discretion. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) calendar days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

3) All final requests for payment or an estimate of the final requests for payments shall be received by the Department of Community and Family Services no later than July 20th or the next working day after July 20th if the 20th falls on a weekend or legal holiday. Final requests or estimates of final request for payment documents not received by the Department of Community and Family Services within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

4) Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

**B. Payment Terms and Reports: Service Capacity**

1) Service capacity program contracts may be paid on a reimbursement basis or in equal monthly advanced allotments of annual contract amounts adjusted periodically to reflect:

a) Increases or decreases in annual contract amounts;
b) Amounts of client services contributions, if applicable;
c) Under-utilization of contracted capacity.

2) Payment of service capacity contracts is triggered by receipt by COUNTY of required utilization reports; annual budgets, monthly expense reports (see example in Exhibit 6A) and quarterly budget comparison reports (see example in Exhibit 6B). These requirements are included in the Department of Community and Family Services' *Subcontractor's Financial Policies and Procedures Manual.* CONTRACTOR shall have sole responsibility for submitting required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed (invoiced) costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

3) For Monthly Allotment payment methods, monthly Utilization Reports are due the 20th calendar day of the month following service.

4) Reported utilization shall be supported by properly executed client registers or files in accordance with COUNTY program instructions, Oregon Administrative Rules, and applicable federal requirements. Utilization shall be identified by service element.

C. Payment Terms and Reports: Cost Reimbursement

1) Cost Reimbursement contracts may be paid on a reimbursement basis or in equal monthly allotments of annual contract amounts paid in advance, adjusted periodically to reflect:

a) Increases or decreases in annual contract amounts;
b) Amounts of client services contributions, if applicable;
c) Under-expenditures of reimbursement-based contract amounts.

2) Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required fiscal reports, (see samples in Exhibit 6A &6B). CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

3) Monthly Expenditure Reports are due the 20th calendar day of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th calendar day of the month following each calendar quarter. If required, the Annual State MHDDSD Carryover Report is due November 20th following the end of the contract year or within thirty (30) calendar days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to carryover reporting at least thirty (30) days prior to the report due date.

4) Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions.

**4. Contractor will bill County for the work as described in Attachment A****

**5. Contractor will pay expenses on the following terms and conditions:**

N/A

**6. This contract may be renewed on the following basis:**

This contract is not renewable.

County shall have the right to withhold from payments due Contractor such sums as are necessary in County's sole opinion to protect County from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

**Attachment A:**
**Service Elements and Contract Amounts**

Contractor Name : PORTLAND EMPLOYMENT PROGRAM Vendor Code: 620491A
Contractor Address :
1201 SW 12 SUITE 520
PORTLAND OR 97205-2046
Telephone : 222-1121 Fiscal Year : 99/00 Federal ID # : 93-0575187

**Program Office Name : Vocational Services**

*Service Element Name : DD Voc Serv Proj High School Trans Age Youth (D49V)*

| Mod. # | Begin Date | End Date | Payment Method | Payment Basis | # of Units | Unit Description | Unit Rate | Amount |
|---|---|---|---|---|---|---|---|---|
| 0 | 07/01/99 | 06/30/00 | Per Invoice | Cost Reimbursement | | | | Reqt's |
| Total | | | | | | | | Reqt's |

*Service Element Name : DD Transportation (D53X)*

| Mod. # | Begin Date | End Date | Payment Method | Payment Basis | # of Units | Unit Description | Unit Rate | Amount |
|---|---|---|---|---|---|---|---|---|
| 0 | 07/01/99 | 06/30/00 | Monthly Allotment | Serv. Capacity | | PER CLIENT S | | Reqt's |
| Total | | | | | | | | Reqt's |

*Service Element Name : DD Employment & Alternative Service (D54X)*

| Mod. # | Begin Date | End Date | Payment Method | Payment Basis | # of Units | Unit Description | Unit Rate | Amount |
|---|---|---|---|---|---|---|---|---|
| 0 | 07/01/99 | 06/30/00 | Monthly Allotment | Case Rate | | PER CLIENT S | | Reqt's |
| Total | | | | | | | | Reqt's |

*Service Element Name : DD Employment & Alternative/Startup (D57V)*

| Mod. # | Begin Date | End Date | Payment Method | Payment Basis | # of Units | Unit Description | Unit Rate | Amount |
|---|---|---|---|---|---|---|---|---|
| 0 | 07/01/99 | 06/30/00 | Per Invoice | Cost Reimbursement | | | | Reqt's |
| Total | | | | | | | | Reqt's |

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT NO. 0010169

## EXHIBIT 2 – INSURANCE REQUIREMENTS

**Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:****

**Workers Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor **and all subcontractors of Contractor** with one or more employees must have this insurance unless exempt under ORS 656.027 **(See Exhibit 4)**. Employer's Liability Insurance with coverage limits of not less than $100,000 must be included.

**THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 4 in lieu of Certificate.**

**Professional Liability** insurance with a combined single limit of not less than ( ) $500,000, ( ) $1,000,000, ( ) $2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of ( ) $500,000, ( ) $1,000,000, ( ) $2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

( ) Required by County (X) Not required by County

**Commercial General Liability** insurance, on an occurrence basis, with a combined single limit of not less than ( ) $500,000, (X) $1,000,000, ( ) $2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of ( ) $500,000, (X) $1,000,000, ( ) $2,000,000. This insurance must include contractual liability coverage.

(X) Required by County ( ) Not required by County

**Commercial Automobile Liability** insurance with a combined single limit, or the equivalent of not less than ( ) $500,000, (X) $1,000,000, ( ) $2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

(X) Required by County ( ) Not required by County

**Additional Requirements.** Coverage must be provided by an insurance company admitted to do business in Oregon or rated B+ or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County with the signed Contracts. The Certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the County. The Certificate shall also state the deductible or retention level. For commercial general liability and automobile liability insurance the Certificate shall also provide that the County, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the County.

Completed by: Jn Olen
Contract Originator

****Note to Contract Originator**: For certain types of contracts additional insurance may be required. Refer to the Contract Insurance and Indemnification Manual or contact Risk Management.

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT NO. 0010169

EXHIBIT 3 – CERTIFICATION STATEMENT FOR CORPORATION OF INDEPENDENT CONTRACTOR

**NOTE: Contractor Must Complete A *or* B below:**

A. CONTRACTOR IS A CORPORATION

CORPORATION CERTIFICATION: I certify under penalty of perjury that Contractor is a corporation authorized to do business in the State of Oregon.

Signature Title Date

B. CONTRACTOR IS AN INDEPENDENT CONTRACTOR.

Contractor certifies that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, and
2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, and
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

____ A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.

____ B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.

____ C. My business telephone listing is separate from my personal residence telephone listing.

____ D. I perform labor or services only under written contracts.

____ E. Each year I perform labor or services for at least two different persons or entities.

____ F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

Contractor Signature Date

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT NO. 0010169

# EXHIBIT 4 - WORKERS' COMPENSATION EXEMPTION CERTIFICATE

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason *(check the appropriate box)*:

**SOLE PROPRIETOR**

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees or subcontractors to perform this contract.

**CORPORATION - FOR PROFIT**

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- All work will be performed by the officers and directors; Contractor will not hire other employees or subcontractors to perform this contract.

**CORPORATION - NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor will not hire employees or subcontractors to perform this contract.

**PARTNERSHIP**

- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees or subcontractors to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

**LIMITED LIABILITY COMPANY**

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees or subcontractors to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

**FOSTER CARE PROVIDER**

- Contractor is a Foster Care Provider and is exempt under ORS 656.027(19) *A person performing foster care duties pursuant to ORS chapter 411, 418, 430, or 443.*

*NOTE: Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who will perform construction work.

| | |
|---|---|
| Contractor Printed Name | Contractor Signature |
| Contractor Title | Date |

# MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

## SERVICE CONTRACT NO. 0010169

## EXHIBIT 6A – MONTHLY EXPENDITURE REPORT

**For Period from ___/___/___ to ___/___/___**

Page ___ of ___

Subcontractor: _____ Address: _____

Activity Code #:_____ Activity Code #:_____ Activity Code #:_____

| EXPENDITURES | CURRENT PERIOD | YEAR TO DATE | CURRENT PERIOD | YEAR TO DATE | CURRENT PERIOD | YEAR TO DATE |
|---|---|---|---|---|---|---|
| PERSONNEL | | | | | | |
| Salaries & Wages | | | | | | |
| Taxes & Benefits | | | | | | |
| SUBTOTAL PERSONNEL | | | | | | |
| SERVICES & SUPPLIES | | | | | | |
| Communications | | | | | | |
| Professional Services | | | | | | |
| Depreciation | | | | | | |
| Education & Training | | | | | | |
| Equipment Rental | | | | | | |
| Indirect Expenses | | | | | | |
| Insurance | | | | | | |
| Occupancy | | | | | | |
| Office Supplies | | | | | | |
| Postage | | | | | | |
| Printing | | | | | | |
| Other (List) _____ | | | | | | |
| _____ | | | | | | |
| _____ | | | | | | |
| SUBTOTAL SER/SUPPLIES | | | | | | |
| **TOTAL EXPENDITURES** | | | | | | |

DD Residential Providers: Vacancy Contingency Fund Balance _____

I certify that I am the Official Disbursing Officer of _____ for which this statement of expenditures for the period from ____/____/____ to ____/____/____ is made herein to the best of my knowledge. I understand that all expenditures reported are subject to audit by the Department of Community & Family Services and its agents.

AGENCY SIGNATURE:_____ Date: ___/___/___ CONTACT PERSON: _____

TITLE:_____ PHONE: _____

| OFFICE USE ONLY | DCFS Program Office Approval:_____ Date: ___/___/___ | | |
|---|---|---|---|
| DATE RECEIVED | ACTIVITY CODE: | ACTIVITY CODE: | ACTIVITY CODE: |
| BY DCFS FISCAL: | Allotment for Month of _____: | Allotment for Month of _____: | Allotment for Month of _____: |
| | Adjustments: | Adjustments: | Adjustments: |
| DATE PMT PROCESSED BY DCFS FISCAL: | | | |
| TOTAL PAYMENT: $ | | | |
| PV #: | NET PMT: | NET PMT: | NET PMT: |

# MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

## SERVICE CONTRACT NO. 0010169

## EXHIBIT 6B – QUARTERLY BUDGET COMPARISON REPORT

**For Quarter Ended** _____

**Subcontractor:** _____ **Activity Code:** _____

**Address:** _____ **Phone #:** _____

| | | YTD BUDGET | YTD ACTUALS | VARIANCE (Favorable) Unfavorable |
|---|---|---|---|---|
| **REVENUE** | | | | |
| This Contract | | | | |
| State | | | | |
| County General Fund | | | | |
| Local 2145 | | | | |
| Title XIX | | | | |
| Other: | | | | |
| | | | | |
| Other State Funds: | | | | |
| | | | | |
| Federal Funds: | | | | |
| | | | | |
| | | | | |
| Client Fees | | | | |
| Third Party Payments | | | | |
| Contributions | | | | |
| United Way | | | | |
| Other: | | | | |
| **TOTAL REVENUE** | | | | |
| **EXPENDITURES** | | | | |
| **Personnel** | | | | |
| Salaries & Wages | | | | |
| Taxes & Benefits | | | | |
| **Total Personnel** | | | | |
| **Services and Supplies** | | | | |
| Communications | | | | |
| Professional Services | | | | |
| Depreciation | | | | |
| Education & Training | | | | |
| Equipment Rental | | | | |
| Indirect Expenses | | | | |
| Insurance | | | | |
| Occupancy | | | | |
| Office Supplies | | | | |
| Postage | | | | |
| Printing | | | | |
| Other: | | | | |
| **Total Services & Supplies** | | | | |
| **TOTAL EXPENDITURES** | | | | |
| **EXCESS OF REVENUE OVER EXPENSE** | | | | |

I certify that I am the Official Disbursing Officer of _____, and that this statement of revenues and expenditures for the period _____ through _____ is true and correct to the best of my knowledge.

**Authorized Organization Signature:** _____ **Date:** _____

# MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

## SERVICE CONTRACT NO. 0010169

## EXHIBIT 6C – CONTRACTOR ANNUAL BUDGET

**For FY July _____ through June _____**

**Subcontractor:** _____ **Activity Code:** _____

**Address:** _____ **Phone #:** _____

| | | Activity Code | Activity Code | Activity Code |
|---|---|---|---|---|
| **REVENUE** | | | | |
| This Contract | | | | |
| State | | | | |
| County General Fund | | | | |
| Local 2145 | | | | |
| Title XIX | | | | |
| Other: | | | | |
| | | | | |
| Other State Funds: | | | | |
| | | | | |
| Federal Funds: | | | | |
| | | | | |
| | | | | |
| Client Fees | | | | |
| Third Party Payments | | | | |
| Contributions | | | | |
| United Way | | | | |
| Other: | | | | |
| **TOTAL REVENUE** | | | | |
| **EXPENDITURES** | | | | |
| **Personnel** | | | | |
| Salaries & Wages | | | | |
| Taxes & Benefits | | | | |
| **Total Personnel** | | | | |
| **Services and Supplies** | | | | |
| Communications | | | | |
| Professional Services | | | | |
| Depreciation | | | | |
| Education & Training | | | | |
| Equipment Rental | | | | |
| Indirect Expenses | | | | |
| Insurance | | | | |
| Occupancy | | | | |
| Office Supplies | | | | |
| Postage | | | | |
| Printing | | | | |
| Other: | | | | |
| **Total Services & Supplies** | | | | |
| **TOTAL EXPENDITURES** | | | | |

**TOTAL BUDGETED EXPENDITURES FOR ENTIRE ORGANIZATION: $**

Required for determination of Annual Audit Requirements

**Authorized Organization Signature:** _____ **Date:** _____

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT NO. 0010169

EXHIBIT 7 – CRIMINAL HISTORY RECORDS CHECK

**Certificate of Compliance**

Contractor: Portland Employment Program

Address: 1201 SW 12th Suite 520, Portland, OR 97205-2046

Telephone: 222-1121

The Authorized Signature below certifies that the organization named above is currently in compliance with ORS 181.536-537 and OAR 309-018-0190 and Department of Community and Family Services contract condition # 19. Further,

□ □ Helv Arial □□□ □ □ Tms Rmn Times New Roman □□□ □ □ Courier Courier es to contract with Multnomah county and the law defined in with ORS 181.536-537 and OAR 309-018-0190 remain in effect.

Printed Name: _____ Date: _____

Authorized Signature: _____

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 08/25/98

**PRODUCER**

Sedgwick of Oregon, Inc.
111 SW Columbia
Portland, OR 97201
503-248-6400

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**

Portland Community College
Portland Community College Foundation
PO Box 19000
Portland, OR 97280

**COMPANIES AFFORDING COVERAGE**

| | |
|---|---|
| COMPANY A | OSBA Property & Casualty Trust and USF & G Company |
| COMPANY B | Hartford Fire Insurance Company |
| COMPANY C | |
| COMPANY D | |
| COMPANY E | |

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | 30027876000S | 07/01/98 | 07/01/99 | GENERAL AGGREGATE | $ 5,000,000 |
| | [X] COMMERCIAL GENERAL LIABILITY | | | | PRODUCTS - COMP/OP AGG | $ 5,000,000 |
| | [ ] CLAIMS MADE [X] OCCUR | | | | PERSONAL & ADV. INJURY | $ 1,000,000 |
| | [X] OWNER'S & CONTRACTOR'S PROT. | | | | EACH OCCURENCE | $ 1,000,000 |
| | [X] SEXUAL ABUSE / MOLESTATION | | | | FIRE DAMAGE (Any one fire) | $ incl in loss limit |
| | [ ] STUDENT MEDICAL | | | | MED EXPENSE (Any one person) | $ |
| | [X] STUDENT PROFESSIONAL | | | | STUDENT MEDICAL | $ |
| | [X] WRONGFUL ACTS 25,000 Ded | | | | | |
| | [X] 100,000 SIR Applies | | | | | |
| A | AUTOMOBILE LIABILITY | 30027876000S | 07/01/98 | 07/01/99 | COMBINED SINGLE LIMIT | $ 1,000,000 |
| | [X] ANY AUTO | | | | BODILY INJURY (Per person) | $ |
| | [ ] ALL OWNED AUTOS | | | | | |
| | [ ] SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) | $ |
| | [ ] HIRED AUTOS | | | | | |
| | [ ] NON-OWNED AUTOS | | | | PROPERTY DAMAGE | $ |
| | [X] 100,000 SIR Applies | | | | | |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | $ |
| | [ ] ANY AUTO | | | | OTHER THAN AUTO ONLY: | |
| | | | | | EACH ACCIDENT | $ |
| | | | | | AGGREGATE | $ |
| | EXCESS LIABILITY | | | | EACH OCCURENCE | $ |
| | [ ] UMBRELLA FORM | | | | AGGREGATE | $ |
| | [ ] OTHER THAN UMBRELLA FORM | | | | | $ |
| B | OTHER Crime/Fidelity - Public Employee Dishonesty Form "O" | PEBHN5638 | 07/01/98 | 07/01/99 | $500,000 Limit per loss $ 2,500 Deductible | |

DESCRIPTION OF OPERATIONS/VEHICLES/SPECIAL ITEMS

Operations of the Named Insured as respects Developmental Disabilities Services - Annual Agreement.

**CERTIFICATE HOLDER**

MULTNOMAH COUNTY
DEPT OF COMMUNITY & FAMILY SERVICES
CONTRACTS AND EVALUATION DIVISION
421 SW SIXTH, SEVENTH FLOOR
PORTLAND, OR 97204-1618

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Robert H Fuller

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED — DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

Name of Person or Organization:
Multnomah County, Dept. of Community & Family Services, Contracts and Evaluation

As Respects:
Developmental Disabilities Services - Annual Agreement

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Effective Date: 07/01/98 Expiration Date: 07/01/99

Named Insured: Portland Community College; Portland Community College Foundation

Insurance Company: OSBA Property & Casualty Trust and USF & G Company

Endt No.: 58


Copyright, Insurance Services Office, Inc., 1984

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 6/29/98

PRODUCER

Sedgwick of Oregon, Inc.
111 SW Columbia
Portland, OR 97201
503-248-6400

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A: National Union Fire Ins. Co.

INSURED

Portland Community College
P.O. Box 19000
Portland OR 97280

COMPANY B:

COMPANY C:

COMPANY D:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE(MM/DD/YY) | POLICY EXPIRATION DATE(MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | GENERAL AGGREGATE | $ |
| | COMMERCIAL GENERAL LIABILITY | | | | PRODUCTS-COMP/OP AGG | $ |
| | CLAIMS MADE / OCCUR | | | | PERSONAL & ADV INJURY | $ |
| | OWNER'S & CONT PROT | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE ( Any one fire) | $ |
| | | | | | MED EXP ( Any one person) | $ |
| | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT | $ |
| | ANY AUTO | | | | | |
| | ALL OWNED AUTOS | | | | BODILY INJURY (Per person) | $ |
| | SCHEDULED AUTOS | | | | | |
| | HIRED AUTOS | | | | BODILY INJURY (Per accident) | $ |
| | NON-OWNED AUTO | | | | | |
| | | | | | PROPERTY DAMAGE | $ |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | $ |
| | ANY AUTO | | | | OTHER THAN AUTO ONLY: | |
| | | | | | EACH ACCIDENT | $ |
| | | | | | AGGREGATE | $ |
| | EXCESS LIABILITY | | | | EACH OCCURRENCE | $ |
| | UMBRELLA FORM | | | | AGGREGATE | $ |
| | OTHER THAN UMBRELLA FORM | | | | | |
| | WORKMAN'S COMPENSATION AND EMPLOYER'S LIABILITY | | | | WC STATUTORY LIMITS / OTHER | |
| | THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL / EXCL | | | | EL EACH ACCIDENT | $ |
| | | | | | EL DISEASE - POLICY LIMIT | $ |
| | | | | | EL DISEASE - EA EMPLOYEE | $ |
| A | OTHER<br>EXCESS WORKERS' COMPENSATION | 4158251 | 7/01/98 | 7/01/99 | SEE BELOW | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

SUBJECT TO TERMS & CONDITIONS OF THE POLICY. COVERS STATE OF OREGON.
S.I.R. - $325,000: COVERAGE A - STATUTORY; COVERAGE B - $1,000,000

CERTIFICATE HOLDER

MULTNOMAH COUNTY OREGON
DEPT. OF COMMUNITY & FAMILY SERVICES
421 SW SIXTH, 7TH FLOOR 1
PORTLAND, OR 97204-1618

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

MARGIE MOSES


©ACORD CORPORATION 1993

MEETING DATE: JUN 03 1999

AGENDA NO: C-6

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

***AGENDA PLACEMENT FORM***

*SUBJECT.* Amendment increasing the City of Portland funding for homeless youth and homeless families and decreasing funding, changing subcontractor, and revising the scope of service of intensive support services. The net funding increase is $377,575.

*BOARD BRIEFING*

*Date Requested:* _____

*Requested By:* _____

*Amount of Time Needed:*

*REGULAR MEETING*

*Date Requested:* Next Available

*Amount of Time Needed:* Consent Agenda

*DEPARTMENT:* Community and Familiy Services

*DIVISION:* Community Programs and Partnerships

*CONTACT:* Lolenzo Poe/ Mary Li

*TELEPHONE:* 248-3691

*BLDG/ROOM:* 166/7

*PERSON(S) MAKING PRESENTATION:* Lolenzo Poe/ Mary Li

***ACTION REQUESTED:***

*[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER*

***SUGGESTED AGENDA TITLE***

Amendment to the OMNIPLAN Revenue Agreement With the City of Portland

6/3/99 ORIGINALS to Patty Doyle

***SIGNATURES REQUIRED:***

99 MAY 2[illegible] PM 8:24

OREGON

*ELECTED OFFICIAL:* _____

*OR*

*DEPARTMENT MANAGER:* Lolenzo Poe mas

***ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES***

*Any Questions: Call the Board Clerk @ 248-3277*

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# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
OFFICE OF THE DIRECTOR
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379 TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DIANE LINN • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Board of Multnomah County Commissioners

FROM: Lolenzo Poe, Director Lolenzo Poe mds
Department of Community and Family Services

DATE: May 14, 1999

SUBJECT: FY 1998-99 Contract Amendment with City of Portland, Bureau of Housing and Community Development

**I. Retroactive Status/Recommendation Action Requested:** The Department of Community and Family Services recommends Board approval of the attached revenue contract amendment with the City of Portland for the period July 1, 1998 through June 30, 1999. This amendment is retroactive to July 1, 1998. The Division received the amendment from the City in April 1999.

**II. Background/Analysis:** The Department of Community and Family Services annually receives a transfer of City funds for the purchase of human services. Services include homeless programs, public safety programs, housing programs, and Youth Employment and Empowerment (YEEP) services. The Department of Community and Family Services is amending its contract with the City of Portland to:

- Increase funding to purchase homeless youth services under the newly award Homeless Youth RFP,
- Increase funding to purchase additional homeless families shelter through June 30, 1999, and
- Decrease funding for intensive supervision services, change the subcontractor of this services, and revise the scope of these services.

**III. Fiscal Impact:** The net increase in funding is $377,575.

**IV. Legal Issues:** None

**V. Controversial Issues:** None

**VI. Link to Current County Policies:** The City funds pay for services directed toward County policies, including public safety, access to mental health services, reduction of homelessness, and building the resiliency of youth affected by gang behavior.

**VII. Citizen Involvement:** Citizens are involved through the Citizens Advisory to the Multnomah Commission on Children, Family and Community.

**VIII. Other Government Involvement:** This agreement represents a continuing partnership between the City of Portland and Multnomah County to fund and deliver human services.

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# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

*(See Administrative Procedure CON-1)*

Contract #: **9910347**

Pre-approved Contract Boilerplate (with County Counsel signature) [ ] Attached [x] Not Attached

Amendment #: **2**

| Class I | Class II | Class III |
|---|---|---|
| [] Professional Services not to exceed $50,000 (and not awarded by RFP or Exemption)<br>[ ] Revenue not to exceed $50,000 (and not awarded by RFP or Exemption)<br>[ ] Intergovernmental Agreement (IGA) not to exceed $50,000<br>[ ] Expenditure<br>[ ] Revenue<br>[ ] Architectural & Engineering not to exceed $10,000 *(for tracking purposes only)* | [ ] Professional Services that exceed $50,000 or awarded by RFP or Exemption (regardless of amount)<br>[ ] PCRB Contract<br>[ ] Maintenance Agreement<br>[ ] Licensing Agreement<br>[ ] Construction<br>[ ] Grant<br>[ ] Revenue that exceeds $50.000 or awarded by RFP or Exemption (regardless of amount) | [X ] Intergovernmental Agreement (IGA) that exceeds $50,000<br>[ ] Expenditure<br>[X ] Revenue<br>**APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS**<br>**AGENDA #** C-6 **DATE** 6/3/99<br>DEB BOGSTAD<br>**BOARD CLERK** |

| | | | | | |
|---|---|---|---|---|---|
| Department: | Community and Family Services | Division: | Community Programs and Partnerships | Date: | May 14, 1999 |
| Originator: | Cilla Murray | Phone: | X 28403 | Bldg/Rm: | 166/5 |
| Contact: | Patty Doyle | Phone: | X 24418 | Bldg/Rm: | 166/7 |

Description of Contract: **Amends the OMNIBUS Revenue Agreement to: a) decrease City General Fund for intensive supervision services by $37,500, authorizes a different subcontractor, and revises the scope of work for this service, b) increase City General Fund for homeless youth by $350,000, c) increase CDBG funds by $58,075, and d) increase Emergency Shelter Grant funds by $7,000. The net increase is $377,575.**

| | | | |
|---|---|---|---|
| RENEWAL: [ ] | PREVIOUS CONTRACT #(S): | | |
| RFP/BID: | | RFP/BID DATE: | |
| EXEMPTION #/DATE: | | EXEMPTION EXPIRATION DATE: | ORS/AR #: |

CONTRACTOR IS: [ ] MBE [ ] WBE [ ] ESB [ ] QRF [ X ] N/A [ ] NONE *(Check all boxes that apply)*

| | | | | | |
|---|---|---|---|---|---|
| Contractor | **City of Portland, Bureau of Housing and Community Development** | | | | |
| Address | **808 SW 3rd, Suite 600**<br>**Portland, OR 97204** | *(If different)* | | | |
| Phone | **(503) 823-2375** | Payment Schedule / Terms | | | |
| Employer ID# or SS# | | [ ] Lump Sum | $ | [ ] Due on Receipt | |
| Effective Date | **July 1, 1998** | [ ] Monthly | $ | [ ] Net 30 | |
| Termination Date | **June 30, 1999** | [X] Other | $ Quarterly | [ ] Other | |
| Original Contract Amount $ | **1,292,693** | | | | |
| Total Amt of Previous Amendments $ | **114,979** | [ ] Requirements $ | | | |
| Amount of Amendment $ | **377,575** | | | | |
| Total Amount of Agreement $ | **1,785,247** | Encumber [ ] Yes [ ] No | | | |

REQUIRED SIGNATURES

| | | |
|---|---|---|
| Department Manager | Lolenzo Poe | DATE 5/20/99 |
| Purchasing Manager | | DATE |
| County Counsel | Katie Dalton | DATE 5/25/99 |
| County Chair | Beverly Stein | DATE June 3, 1999 |
| Sheriff | | DATE |
| Contract Administration | | DATE |

LGFS VENDOR CODE **R6**

DEPT REFERENCE

| LINE # | FUND | AGENCY | ORG | SUB ORG | ACTIVITY | OBJ/ REV | SUB OBJ | REP CAT | LGFS DESCRIPTION | AMOUNT | INC DEC |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 01 | | | | | | | | See | Attached | | |
| 02 | | | | | | | | | | | |
| 03 | | | | | | | | | | | |

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**DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**
**CONTRACT APPROVAL FORM SUPPLEMENT**
**Contractor: CITY OF PORTLAND, BUREAU OF HOUSING AND COMMUNITY DEVELOPMENT**

**Vendor # R6**

**Fiscal Year 1998/99** **Amendment No. 2** **Contract # 9910347**

| Line | Fund | Agency | Org Code | Revenue Code | Report Category | LGFS Description | Original Amount | Amend # 1 | Amend #2 | Final Amount |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 156 | 010 | 1112 | 2025 | 9205 | City CDBG | $51,688 | $25,844 | $185,135 | $262667 |
| 2 | 156 | 010 | 1112 | 2025 | 9205 | City CDBG | $33,467 | $16,734 | $222,940 | $273,141 |
| 3 | 156 | 010 | 1662 | 2101 | 9003 | CMI/Homeless/CDBG | $233,678 | | | $233,678 |
| 4 | 156 | 010 | 1121 | 2025 | 9205 | City CDBG | $12,519 | | | $12,519 |
| 5 | 156 | 010 | 1150 | 2025 | 9205 | City CDBG Clearinghouse | $17,781 | | | $17,781 |
| 6 | 156 | 010 | 1150 | 2795 | 9216 | HAP/PILOT | $318,038 | | | $318,038 |
| 7 | 156 | 010 | 0135 | 2719 | 9203 | City Emergency Fund | $30,900 | | | $30,900 |
| 8 | 156 | 010 | 1112 | 2025 | 9205 | City CDBG | $91,567 | | | $91,567 |
| 9 | 156 | 010 | 1112 | 2719 | 9203 | City Emergency Fund | $50,000 | | ($37,500) | $12,500 |
| 10 | 156 | 010 | 1162 | 2719 | 9203 | City Emergency Fund | $50,000 | | | $50,000 |
| 11 | 156 | 010 | 1112 | 2719 | 9930 | City Emergency Fund | $194,350 | | | $194,350 |
| 12 | 156 | 010 | 1112 | 2719 | 9203 | City Emergency Fund | $24,000 | ($24,000) | | $-0- |
| 13 | 156 | 010 | 1150 | 2114 | 9415 | HOME Award | $184,705 | $86,201 | | $270,906 |
| 14 | 156 | 010 | 1150 | 2097 | 9202 | City ESG | | $10,200 | $7,000 | $17,200 |
| | | | | | | **TOTAL** | **$1,292,693** | **$114,979** | **$377575** | **$1,785,247** |

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# AMENDMENT #2

An Amendment to Agreement No. 32045 between the City of Portland and Multnomah County to decrease General Funds for intensive supervision services by $37,500, increase General Funds for homeless youth by $350,000, increase Community Development Block Grant funds by $58,075, increase Emergency Shelter Grant funds by $7,000, change the subcontractor authorized to deliver intensive supervision services, and modify the Scope of Work.

**RECITALS:**

1. An ordinance authorizing Agreement No. 32045 with Multnomah County was signed on November 12, 1998 to fund an array of homeless, safety, housing, and youth programs administered by the County.

2. This modification is needed to refine that contract.

3. Thus, the City now desires to amend Agreement No. 32045 with Multnomah County in order to decrease General Funds for intensive supervision services by $37,500, increase General Funds for homeless youth by $350,000, increase Community Development Block Grant funds by $58,075, increase Emergency Shelter Grant funds by $7,000, change the subcontractor authorized to deliver intensive supervision services and modify the Scope of Work.

**AGREED:**

The undersigned agree to amend Agreement No. 32045 between the City of Portland and Multnomah County as follows:

1. Replace Exhibit J related to the Portland House of Umoja's Intensive Monitoring Program with a new Exhibit J related to Emmanuel Community Services' Intensive Supervision Program detailed in Attachment A.

2. Amend Exhibit A as follows:

    a. Amend Section II to add $58,075 in CDBG funds to the $77,532 already allocated to be used for additional overnight shelter for up to 25 youth a night, bringing the total amount of CDBG funds to $135,607.
    b. Amend Section II to add $32,828 in General Funds to cover costs for the new short-term shelter.
    c. Amend Section II to add $59,250 in General Funds to cover costs for the new crisis shelter located at the YWCA
    d. Amend Section II to add $34,982 in General Funds to cover costs for the winter overflow shelter.
    e. Extend the length of the contract to June 30,1999.

3. Amend Exhibit B as follows

    a. Amend Section II to add $73,699 in General Funds to the $50,201 CDBG funds already allocated to day shelter services.
    b. Amend Section II to read that day shelter services will only be available for 4.5 hours a day starting May 1, 1999.

c. Amend Section II to read that $149,241 in General Funds will be allocated to Transitional Housing.
d. Extend the length of the contract to June 30,1999.
e. Amend Section III, B to add that the Contractor will track the number of youth who access transitional housing.

4. Amend Exhibit Q to add $7,000 in ESG funds to the $10,200 already allocated to emergency family shelter to bring the total amount of ESG funds to $17,200 and to extend the length of the contract until June 30, 1999.

All other terms and conditions of Amendment No. 32045 between the City of Portland and Multnomah County shall remain the same.

Dated this _____ day of _____ 1999

MULTNOMAH COUNTY, OREGON

BY Lolenzo Poe 5/20/99
Lolenzo Poe
Director, Dept. of Community Services Date

BY _____
Beverly Stein, Multnomah County Chair Date

REVIEWED:
Thos. Sponsler, County Counsel
for Multnomah County, Oregon

By Katie Gaetjens 5/25/99
Katie Gaetjens, Asst. Co. Coun Date

CITY OF PORTLAND

BY _____ _____
Erik Sten
Commissioner of Public Works Date

APPROVED AS TO FORM:

By _____ _____
Jeffrey L. Rogers, City Attorney Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 6/3/99
DEB BOGSTAD
BOARD CLERK

Attachment A

**EXHIBIT J**

**MULTNOMAH COUNTY: GENERAL FUND**
**EMMANUEL COMMUNITY SERVICES: INTENSIVE SUPERVISION PROGRAM**

## I. AUTHORITY

The City of Portland has committed to supporting coordinated efforts by youth service providers and law enforcement agencies to direct services to youth at high risk of being incarcerated. The aim of this effort is to provide intensive, appropriate services and supports to these individuals to steer them away from criminal activity and towards positive options for the future. The City has budgeted General Funds for such an effort. Multnomah County through its Department of Community and Family Services administers programs for gang involved and affected youth. The City and the County agree that the County will administer the contract for the provision of the youth violence prevention services.

## II. SCOPE OF SERVICES

A. Develop a referral agreement with parole and probation to document that ECS is looking to accept referrals of high risk young adults, ages 18-22, from parole and probation officers affiliated with both the juvenile and adult corrections systems. Referred youth will have the following characteristics:
- History of violent behavior
- High number of negative police contacts
- History of unsuccessful treatment
- History of unsuccessful program completion
- No educational involvement
- History of demonstrated poor social skills
- Lack of positive adult supervision support system

B. Serve 12 young adults during the course of the year, with a focus on serving 5-7 youth at any given time with the understanding that youth will enter and exit the program at varying times of the year based on their individual circumstances but will require services for a minimum of six months.

C. Establish clear criteria for participation, clear consequences for non-participation, and a participant contract, detailing these terms, that must be signed by each participant. Contract elements will pertain to:
- Being drug & alcohol free
- Being in-school and/or working
- Being in compliance with parole/probation
- Having no new negative police contact or arrest
- Maintaining regular contact with program as detailed in Section IID.

D. Operate an intensive supervision program that includes:
- Needs assessment of each referred participant
- Working with each participant on the development of an individual treatment based on clear goals
- Regular contact with each participant that will include daily contact by phone or face-to-face five days/week with a minimum of two contacts/week being face-to-face for all participants, with exceptions negotiated between staff and participants on a case-by-case-basis.
- Assuring that participants are linked to the following services – with the assistance of local service providers, parole and probation – as necessary:
  - Education & Training
  - Pre-employment training and job placement
  - Social Skill building
  - Drug and alcohol assessment, education, and/or treatment
  - Mental Health screening and/or treatment
- Actively working with participant to ensure they accept responsibility for making progress toward their goals in each program
- Being actively engaged with education, training, and service programs to ensure they have

the support and resources necessary to effectively serve these participants
- Being actively engaged with employers to ensure participants are successful.
- Cultivating community based support systems and/or mentors for each of the program participants
- Diminished monitoring for youth transitioning out of program
- Regular evaluation of participant progress toward personal goals

E. Convene a service team comprised of the Executive Director, Gang Specialist, Outreach Worker, Tracker, and Case Manager on a monthly basis to discuss each participant's contract status.

F. Maintain ongoing and regular communication with parole and probation officers affiliated with both juvenile and adult corrections.

G. Define program graduation as 85% completion of case plan, approval by probation or parole, and completion of one year independence plan.

H. Perform a six month follow-up on each young adult following graduation to determine their status relative to the contract elements.

I. Mention the City's participation in the project in all publicity for the Intensive Supervision Program.

J. The CONTRACTOR will maintain all records for the project, including performance; participant demographic data; and fiscal data, for a minimum of three years after termination of the contract. All records regarding the project, as well as general organizational and administrative information, will be made available to the CITY Project Manager, or other designated persons, upon request. At a minimum, records will be reviewed as part of the annual monitoring process.

K. Any changes to the Scope of Services must be approved in writing by the CITY Project Manager.

## III. PERFORMANCE MEASURES

A. CONTRACTOR will track and report on achievement of the following levels of service (outputs) during the period of this agreement:

- ♦ 12 participants will participate during the course of the year
- ♦ 10 youth participants graduate

B. CONTRACTOR will track and report on achievement of the following accomplishments (outcomes) during the period of this agreement:

- ♦ 8 young adults (75%) will remain drug & alcohol free for five consecutive months during the program
- ♦ 8 young adults (75%) will remain in school for 120 days or remain employed for 120 days during the program
- ♦ 8 young adults (75%) will remain free of parole/probation violations for five consecutive months during the program
- ♦ 8 young adults (75%) will have no new negative police contract for the duration of the program
- ♦ 4 (33%) young adults will be working actively with a positive support person in the community upon graduation
- ♦ 3 participants (25%) will be in 100% compliance with 5 of the 5 contract elements
- ♦ 4 participants (33%) will be in 100% compliance with 4 of the 5 contract elements
- ♦ 2 participants (17%) will be in 100% compliance with 3 of the 5 contract elements

## IV. PERIODIC REPORTING REQUIREMENTS

A. CONTRACTOR will submit to the Bureau of Housing & Community Development a quarterly progress report. Payment will be based on receipt of these reports. Program reports will contain

- Demographic data regarding gender, age, and ethnicity using the aggregate beneficiary portion of the report form attached as "Attachment J-B"
- The following information using the progress portion of the report form attached as "Attachment J-B".
  - # of young adults served during the period
  - # of young adults with 100% compliance with check-in expectations
  - # of young adults with 80%-99% compliance with check-in expectations
  - # of young adults with 60%-79% compliance with check-in expectations
  - # of young adults with 40%-59% compliance with check-in expectations
  - # of young adults drug & alcohol free during the period
  - # of young adults free of parole/probation violations during the period
  - # of young adults with no new negative police contact during the period
  - # of young adults enrolled in GED training or secondary school
  - # of young adults enrolled higher education or trade school.
  - # of young adults employed in a job
    - # of young adults employed in full-time unsubsidized employment
    - # of young adults employed in part-time unsubsidized employment
    - # of young adults employed in temporary employment

Reports also will include a narrative description of the Intensive Supervision program including:
- information related to development of mentors and community support systems
- relationships with parole and probation officers
- program successes, challenges, and recommended changes

B. CONTRACTOR will submit to the Bureau of Housing & Community Development a final report using the report form – at the conclusion of the 12 month program - attached as "J-C". Payment will be based on receipt of this report. This report will contain

- Information related to the performance measures outlined in Section III
- Six month follow-up information on each of the program graduates including:
  - # of graduates who are drug & alcohol free
  - # of graduates free of parole/probation violations during the period
  - # of graduates with no new negative police contact during the period
  - # of graduates enrolled in GED training or secondary school
  - # of graduates enrolled in higher education or trade school.
  - # of graduates employed in a full time job
  - # of graduates employed in a part-time job
  - # of graduates in contact with a positive support person

Reports are due to the Bureau within 30 days of the end of the reporting period on the following date:

1st Quarter (April 1 – June 30, 1999) due July 30, 1999

B. Financial reports regarding expenditures of all dollars associated with the contract for this project according to the budget included as Attachment "J-A" will be submitted - using "Attachment J-D" - within 30 days after the end of the quarter according to the above schedule and will include:

- Program expenditures for the quarter by gross service element as well as payment summary detail by provider.

C. All required reports must accompany the billing of each quarter in order for the billings to be paid.

## V. COMPENSATION AND METHOD OF PAYMENT

A. The CONTRACTOR will be compensated for the above described services through CITY General Fund. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service. Funds will be disbursed to the CONTRACTOR, per the budget attached as Attachment "J-A", for actual expenditures as follows:

1. Payments to the CONTRACTOR for eligible expenses will be made quarterly, upon submission of a statement of expenditures and performance report using the invoice form included as "Attachment J-D". Expenditures will be listed by gross service element, using the same line items as are listed in the budget, attached hereto as Attachment "J-A".
2. The CONTRACTOR will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and contractor services. Requests for payment will be submitted to the Bureau of Housing & Community Development.

B. Any reallocation of funds between budget line items or between programs, as shown in the attached budget, must be approved in writing by the CITY Project Manager prior to making the change.

C. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by CITY-funded programs.

D. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED TWELVE THOUSAND FIVE HUNDRED DOLLARS ($12,500) OF GENERAL FUNDS.

## VI. CITY PROJECT MANAGER

A. The CITY Project Manager shall be Karen Belsey, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.

B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

ATTACHMENT J-A

**Multnomah County**
**Emmanuel Community Services: Intensive Supervision Program**

BUDGET
April 1, 1999 - June 30, 1999

| | | |
|---|---|---|
| Personnel | | **6,026** |
| | Monthly | |
| *Salary* | *1,666.67* | |
| *Benefits* | *342* | |
| Client Services & Supplies | | **3,075** |
| *Client Service Funds* | *400* | |
| *Transportation* | *300* | |
| *Support Services* | *150* | |
| *Recreation* | *75* | |
| *Equipment* | *30* | |
| *Education/Training* | *70* | |
| **Operations** | | **1,524** |
| *Occupancy* | *350* | |
| *Communications* | *50* | |
| *Printing & Postage* | *58* | |
| *Program Supplies* | *50* | |
| Admin @ 15% | | **1,875** |
| **TOTAL** | | **$12,500** |

ATTACHMENT J-B

**Emmanuel Community Services: Intensive Supervision Program**
**Project Report**
**Section 1: AGGREGATE BENEFICIARY DATA**

**Reporting Period From:_____ To:_____**

| Individual Beneficiaries _X_ | Household Beneficiaries ___ |
|---|---|

(check one)

| **Participant Information** | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter | Y-T-D |
|---|---|---|---|---|---|
| **1. Gender** Males | | | | | |
| Females | | | | | |
| Gender Total* | | | | | |
| **2. Ethnicity** African American | | | | | |
| Asian | | | | | |
| European American | | | | | |
| Hispanic | | | | | |
| Native American | | | | | |
| Ethnicity Total* | | | | | |
| **3. Age** 18 | | | | | |
| 19 | | | | | |
| 20 | | | | | |
| 21 | | | | | |
| 22 | | | | | |
| Age Total* | | | | | |

(*Totals should equal one another)

ATTACHMENT J-B cont.

**Emmanuel Community Services: Intensive Supervision Program**
**Project Report**
**Section II: Performance Report**

**Reporting Period From:_____ To:_____**

| | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter | Total YTD |
|---|---|---|---|---|---|
| **Outputs** | | | | | |
| # of participants served | | | | | |
| # of participants with 100% compliance with check-in expectations | | | | | |
| # of participants with 80%-99% compliance with check-in expectations | | | | | |
| # of participants with 60%-79% compliance with check-in expectations | | | | | |
| # of participants with 40%-59% compliance with check-in expectations | | | | | |
| # of participants alcohol & drug free during period | | | | | |
| # of participants free of parole/probation violations during period | | | | | |
| # of participants with no new negative police contact during period | | | | | |
| # of participants enrolled in GED training, or secondary school | | | | | |
| # of participants enrolled in higher education or trade school | | | | | |
| # of participants employed | | | | | |
| # of participants employed in full time unsubsidized employment | | | | | |
| # of participants employed in part time unsubsidized employment | | | | | |
| # of participants employed in temporary jobs | | | | | |

Progress Narrative: Please detail the following:

- information related to mentor program
- relationships with parole and probation officers
- program successes, challenges, and recommended changes
- as appropriate, participant termination summaries

ATTACHMENT J-C

**Emmanuel Community Services: Intensive Supervision Program**
**Project Report**
**FINAL REPORT**

| | Actual | Goal |
|---|---|---|
| **Outputs** | | |
| # of young adults served | | 12 |
| **Outcomes** | | |
| # of graduates | | 10 |
| # of participants remaining drug & alcohol free for five consecutive months | | 8 (75%) |
| # of participants remaining in school for 120 days or employed for 120 days | | 8 (75%) |
| # of participants remaining free of parole/probation violations for five consecutive months | | 8 (75%) |
| # of participants with no new negative police contact for the duration of the program | | 8 (75%) |
| # of participants actively working with a positive support person upon leaving the program | | 4 |
| # of participants in 100% compliance with five of the five contract elements | | 3 |
| # of participants in 100% compliance with four of the five contract elements | | 4 |
| # of participants in 100% compliance with three of the five contract elements | | 2 |
| **Graduate Information** | | |
| # of graduates who are alcohol & drug free at 6 month follow-up | | |
| # of graduates who are free of parole and probation violations at 6 month follow-up | | |
| # of graduates who have had no new negative police contact at 6 month follow-up | | |
| # of graduates enrolled in GED training or secondary schooling | | |
| # of graduates enrolled in higher education or trade school | | |
| # of graduates employed in a full time job | | |
| # of graduates employed in a part-time job | | |
| # of graduates in contact with a positive support system | | |

ATTACHMENT J-D

**MULTNOMAH COUNTY**

REQUEST FOR PAYMENT*

Project Name: **Emmanuel Community Services: Intensive Supervision Program** Request #_____

Project Sponsor:_____

Billing Period: _____

| Budget Category | Contracted Budget | Amount This Bill | Amount Billed to Date | Balance |
|---|---|---|---|---|
| Personnel | 24,104 | | | |
| Client Services | 12,300 | | | |
| Operations | 6,096 | | | |
| Admin | 7,500 | | | |
| TOTAL | | | | |

In addition, please provide the billing detail identified on the following pages

Total Amount Requested _____

Prepared By _____ Phone #_____

Approved By _____

*NOTE: Please reproduce this form on agency letterhead or submit cover letter to this invoice that includes total requested and authorizing signature.

**BUDGET MODIFICATION NO.** **HD 22**

(For Clerk's Use) Meeting Date JUN 03 1999

Agenda No. C-7

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT **Health** DIVISION **Field**

CONTACT **Kathy Innes** TELEPHONE 248-3056 x27027

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD **Pat Foley**

SUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)

Approve a decrease of 1.0 FTE and an increase in contracted services in the Healthy Birth Initiative Program. All changes are funded from within the current budget.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

[X] Personnel changes are shown in detail on the attached sheet

This action cuts 1 Program Development Specialist, increases contracted services by $53,991 and decreases indirect by $5,851 in the Healthy Birth Initiative Program.

BOARD OF COUNTY COMMISSIONERS
99 MAY 26 AM 9:25
MULTNOMAH COUNTY OREGON

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

Reduces indirect to the General Fund by $5,851

Reduces service reimbursement to the Insurance Fund by $5,483

4. CONTINGENCY STATUS (to be completed by Budget & Quality)

General Fund Contingency before this modification 5-26-99 1,974,993

Date

After this modification 1,969,142

| | | | |
|---|---|---|---|
| Originated By Joan Sears | Date 5/18/99 | Department Director Pat Foley | Date 5-19-99 |
| Plan/Budget Analyst Amy Hatzenbuhler | Date 5-19-99 | Employee Services Melissa Darby for Sharon Tarson | Date 5/24/99 5/18/99 |
| Board Approval Deborah C. Bogstad | Date 6/3/99 | | |

## PERSONNEL DETAIL FOR BUDGET MODIFICATION NO. HD 22

5. ANNUALIZED PERSONNEL CHANGE HD 22 (Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

| | | | | ANNUALIZED | | | |
|---|---|---|---|---|---|---|---|
| Permanent Positions, Temporary, Overtime, or Premium | JCN | Org | Explanation of Change | BASE PAY Increase (Decrease) | Increase/(Decrease | | TOTAL Increase (Decrease) |
| | | | | | Fringe | Ins. | |
| -1.00 | 6021 | 0493 | Prog Dev Spec | (36302) | (6355) | (5483) | (48140) |
| | | | | | | | 0 |
| -1.00 | TOTAL CHANGE (ANNUALIZED) | | | ($36,302) | ($6,355) | ($5,483) | ($48,140) |

6. CURRENT YEAR PERSONNEL DOLLAR CHANGE HD 22 (Calculate costs/savings that will take place this FY; these should explain the actual dollar amounts changed by this BudMod.)

| | | | | CURRENT FY | | | |
|---|---|---|---|---|---|---|---|
| Permanent Positions, Temporary, Overtime, or Premium | JCN | Org | Explanation of Change | BASE PAY Increase (Decrease) | Increase/(Decrease | | TOTAL Increase (Decrease) |
| | | | | | Fringe | Ins. | |
| -1.00 | 6021 | 0493 | Prog Dev Spec | (36302) | (6355) | (5483) | (48140) |
| -1.00 | | | | | | | |
| TOTAL CURRENT FISCAL YEAR CHANGES | | | | ($36,302) | ($6,355) | ($5,483) | ($48,140) |

EXPENDITURE HD 22

TRANSACTION EB GM [ ] TRANSACTION DATE ACCOUNTING PERIOD BUDGET FY

| Document Number | Action | Fund | Agency | Organi-zation | Activity | Reporting Category | Object | Current Amount | Revised Amount | Change Increase (Decrease) | Subtotal | Description |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 156 | 015 | 0493 | | | 5100 | | | (36,302) | | |
| | | 156 | 015 | 0493 | | | 5500 | | | (6,355) | | |
| | | 156 | 015 | 0493 | | | 5550 | | | (5,483) | (48,140) | |
| | | 156 | 015 | 0493 | | | 6060 | | | 53,991 | | |
| | | 156 | 015 | 0493 | | | 7100 | | | (5,851) | 48,140 | 0 |
| | | 100 | 075 | 9120 | | | 7700 | | | (5,851) | (5,851) | |
| | | 400 | 070 | 7522 | | | 6520 | | | (5,483) | (5,483) | |
| | | | | | | | | | 0 | | | |
| TOTAL EXPENDITURE CHANGE | | | | | | | | | | (11,334) | (11,334) | |

TRANSACTION RB GM [ ] TRANSACTION DATE ACCOUNTING PERIOD BUDGET FY

| Document Number | Action | Fund | Agency | Organi-zation | Activity | Reporting Category | Object | Current Amount | Revised Amount | Change Increase (Decrease) | Subtotal | Description |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 100 | 075 | 7410 | | | 6602 | | | (5,851) | | |
| | | 400 | 070 | 7522 | | | 6602 | | | (5,483) | | |
| | | | | | | | | | | | (11,334) | |
| | | | | | | | | | 0 | | | |
| TOTAL REVENUE CHANGE | | | | | | | | | | (11,334) | (11,334) | |

# MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DIANE LINN
SERENA CRUZ
LISA NAITO
SHARRON KELLEY

HEALTH DEPARTMENT
BUSINESS SERVICES
McCOY BUILDING
426 SW STARK
PORTLAND, OR 97204
PHONE (503) 248-3056

TO: Board of County Commissioners

FROM: Gary Oxman

TODAY'S DATE: May 18, 1999

REQUESTED PLACEMENT DATE: June 3, 1999

SUBJECT: Health Budget Modification Number 22

---

**I. Recommendation / Action Requested:**

Approve a decrease of 1.0 FTE and an increase in contracted services in the Healthy Birth Initiative Program. All changes are funded within the current budget.

**II. Background / Analysis:**

The Healthy Birth Initiative program was established to combine community mobilization with intensive case management targeted to improving birth outcomes. This program is focused in Northeast and North Portland where infant mortality and poor birth outcomes are highest. This action cuts 1 Program Development Specialist and increases contracted services in order to pay for services being provided by an Oregon Health Division employee.

**III. Financial Impact:** Reduces indirect to General Fund by $5,851.

**IV. Legal Issues:** NA

**V. Controversial Issues:** NA

**VI. Link to Current County Policies:** NA

**VII. Citizen Participation:** NA

**VIII. Other Government Participation:**

Maternal and Child Health Bureau and Oregon Health Division

MEETING DATE: JUN 03 1999
AGENDA NO.: R-2
ESTIMATED START TIME: 9:30

**(Above space for Board Clerk's Use ONLY)**

---

**AGENDA PLACEMENT FORM**

SUBJECT: RESULTS PRESENTATION

BOARD BRIEFING: DATE REQUESTED: Thursday, June 3, 1999
REQUESTED BY: Gary Oxman/Joe Wahl
AMOUNT OF TIME NEEDED: 10 minutes

REGULAR MEETING: DATE REQUESTED:
AMOUNT OF TIME NEEDED:

DEPARTMENT: HEALTH DIVISION: Regulatory Health

CONTACT: Bill Collins TELEPHONE#: 248-3220
BLDG/ROOM#: 160/10

PERSON(S) MAKING PRESENTATION: Bill Collins, Jon Jui, MD

**ACTION REQUESTED:**

[X] INFORMATIONAL ONLY [ ] POLICY DIRECTION [] APPROVAL [ ] OTHER

**SUGGESTED AGENDA TITLE:**

Description of the Health Department's EMS Outcomes Database System which allows tracking of patients' health from the time a 9-1-1 call is received to hospital discharge.

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

99 MAY 28 AM 10:48
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

**Any Questions: Call the Board Clerk @ 248-3277**

# Emergency Medical Services

**Multnomah County**

BOARD OF
COUNTY COMMISSIONERS
99 JUN -7 PM 2:39
MULTNOMAH COUNTY
OREGON

**MEMORANDUM**

TO: Deborah L. Bogstad

FROM: Bill Collins

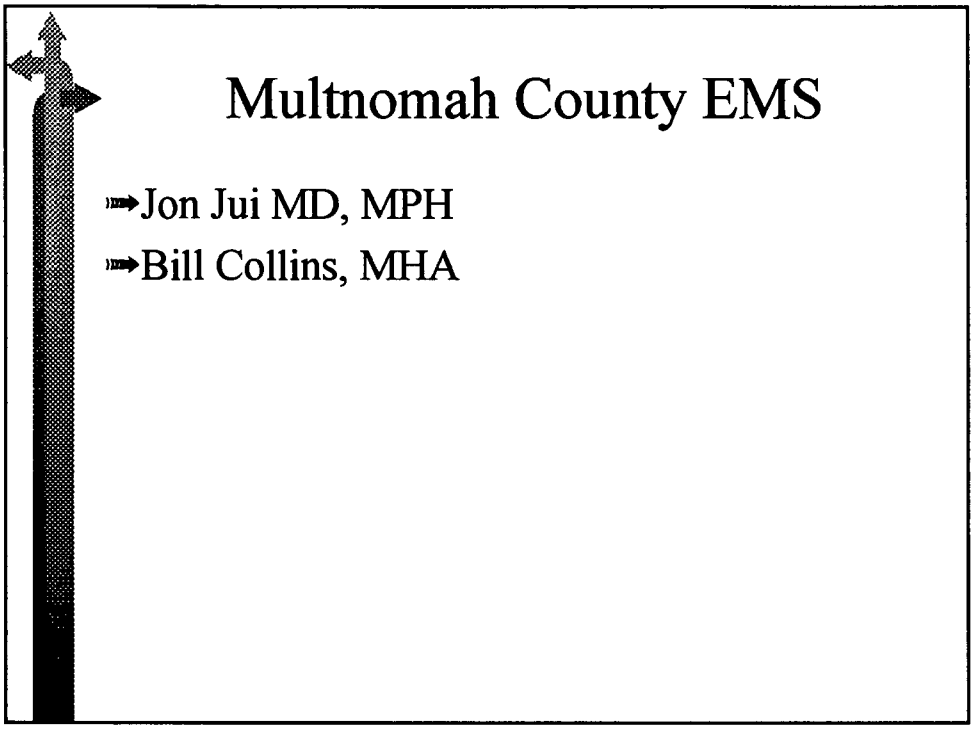
DATE: 6/7/99

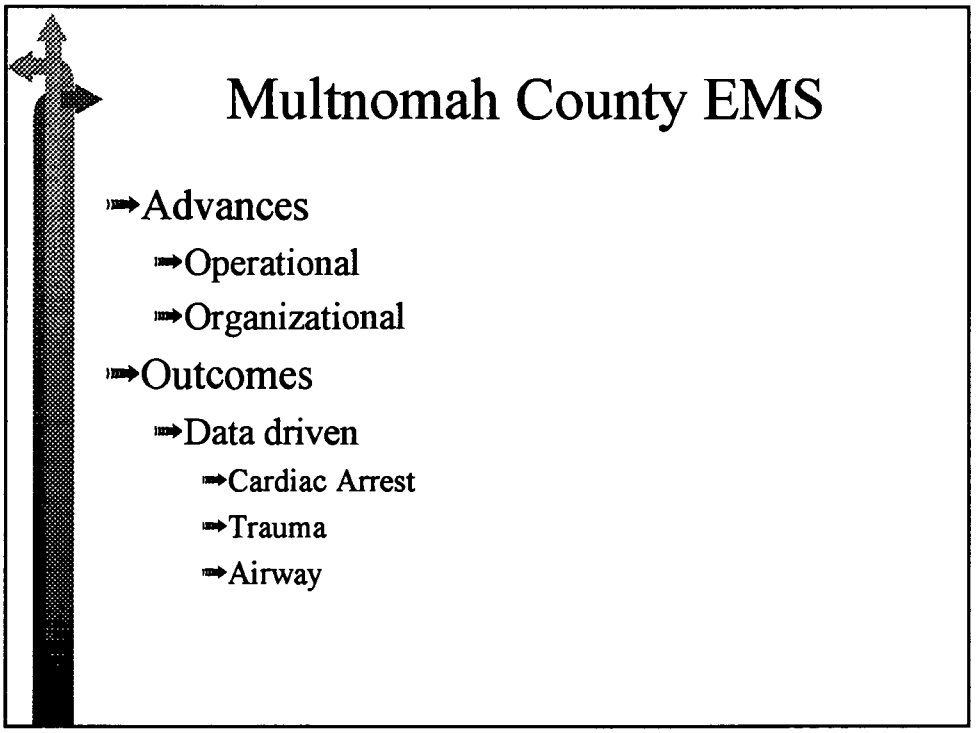
RE: EMS Board Presentation - 6/1/99

Attached are the slides presented by Dr. Jon Jui on 6/1/99 as requested by the Board. In addition to this copy we will e-mail the slides to the Commissioners. Thanks.

**Health Department**
**426 S.W. Stark Street–10th Floor · Portland, Oregon 97204 · 248-3220 · Fax 306-5847**

AN EQUAL OPPORTUNITY EMPLOYER


Multnomah County EMS
Jon Jui MD, MPH
Bill Collins, MHA


Multnomah County EMS
Advances
Operational
Organizational
Outcomes
Data driven
Cardiac Arrest
Trauma
Airway

# Multnomah County EMS

- Multnomah County
  - 465 square miles
    - Urban, Rural, Frontier
  - Population of 650,000

# Multnomah County EMS

- Structure
  - Providers
    - Single dispatch center - Bureau of Emergency Communications (BOEC)
      - Enhanced 911
      - Computer aided
      - AVL capable
      - 800 mHz technology
      - Resource Dispatching (Fire + EMS)

# Multnomah County EMS

- Providers
  - First Response
    - Portland Fire Bureau
    - Gresham Fire
    - Port of Portland Fire
    - Volunteer Fire
      - Corbett Fire
      - Sauvie Island
    - Law Enforcement First Response

# Multnomah County EMS 1999

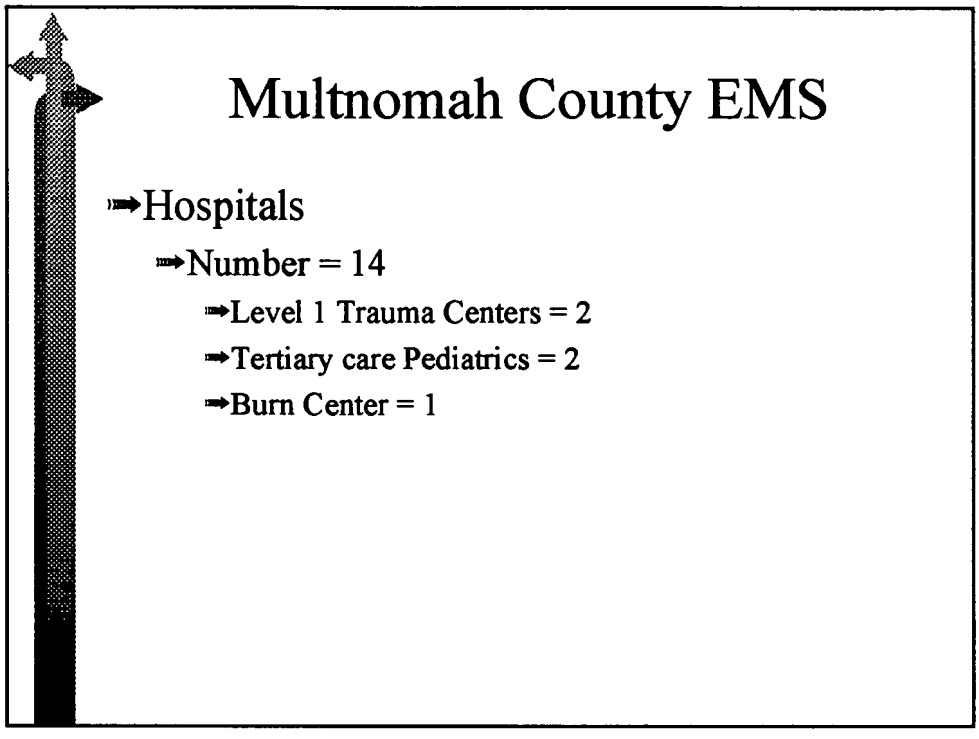
- Fire First Response
  - Portland Fire
    - Stations 26
      - ALS 22
      - BLS 4
  - Gresham Fire
    - Stations 6
      - ALS 6
  - Estimated ALS coverage (by population: 90%)

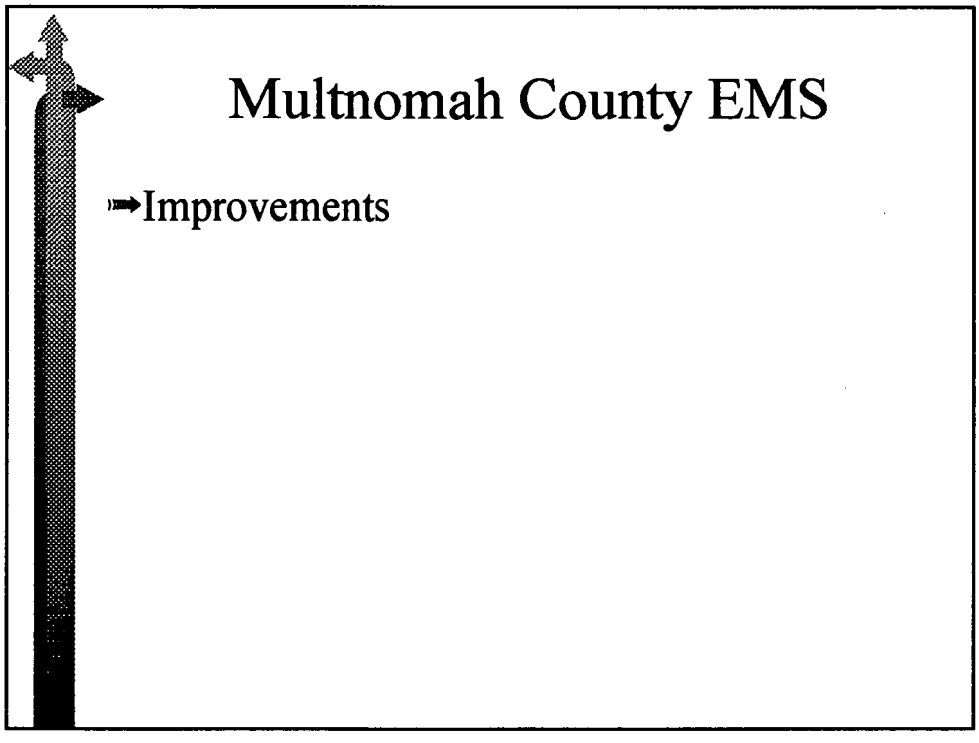
# Multnomah County EMS

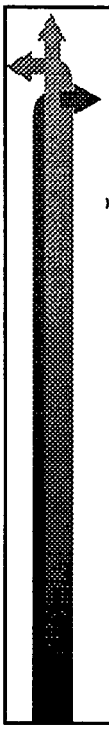
- Providers
  - Transporting
    - Private Ambulance
      - AMR - Multnomah County
    - Aeromedical
      - Lifeflight

# Multnomah County EMS Personnel

- EMT - Paramedics 275
- EMT - Basic 700 to 800


Multnomah County EMS
Hospitals
Number = 14
Level 1 Trauma Centers = 2
Tertiary care Pediatrics = 2
Burn Center = 1


Multnomah County EMS
Improvements



# EMS System Design: Multnomah County

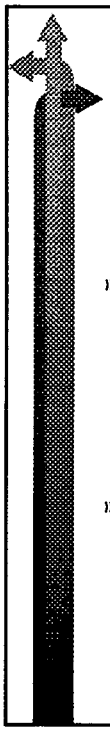
- BOEC Improvements (since 1995)
  - Automatic Vehicle Location - AVL
  - Resource Dispatching
  - Revision of Dispatch Cards
  - Restructuring of managers
    - EMS Supervisor
    - Associate Operations Manager
    - CQI Manager
  - Computerized Hospital Status (CHORAL)

# EMS System Design: Multnomah County

- BOEC Quality Improvement
  - Integration of database into Multnomah CQI dataset
    - Linked dispatch times to cardiac arrest outcomes
    - Linked dispatch times to trauma system entries
    - Initiated agency-wide changes to increase dispatch aided CPR
    - Integral to "optimization of EMS resources"

# EMS System Design: Multnomah County

- Organizational Changes
  - Integration of Clackamas and Multnomah County Treatment Protocol Committees
  - Restructuring
    - Medical Advisory Board
    - County CQI
    - Dispatch CQI
    - EMS Operations Group



# EMS Dispatch: Nursing Home Project 1998

- Currently
  - All calls prior to this study received a Fire First Response and AMR transport EMS response.
- Purpose:
  - To optimize Fire response to critical medical needs of patient in nursing homes.

# EMS Dispatch: Nursing Home Project 1998

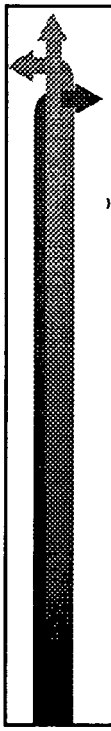
- Methods
  - Analysis of all nursing EMS nursing home responses for 1 year (1998).
  - Analysis revealed that only 5 types of calls (UN, BR, CH, SZ, UK) needed Fire First response.
  - AMR respond (code 3) to all calls

# EMS Dispatch: Nursing Home Project 1998

- Results
  - Better patient and nursing home satisfaction
  - Decrease of 800 calls per year for Fire First Response
  - No adverse outcomes to date

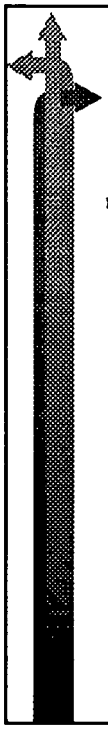
# EMS System Design: Multnomah County

- Medical Care
  - Integration of BLS and ALS responders
  - Universal AED coverage by First Responders
  - Law enforcement EMS
  - Pediatric protocols
  - HAZMAT protocols
  - Advanced Airway protocols
  - Increased Category A (non call in) protocols



# EMS System Design: Multnomah County

- Communications
  - 2 radios for all transporting units
  - Revision of hospital 800 mHz radios

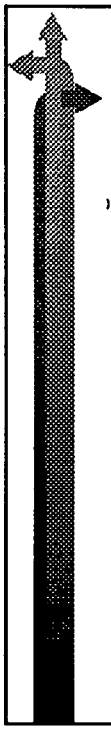


# EMS System Design: Multnomah County

- Education and Training
  - Strengthening of FTO programs
  - Skills and performance testing
    - Paramedic
    - EMT - Basic
  - Law enforcement first responder training
    - Multnomah County Sheriff (First Responder)
    - Portland Police

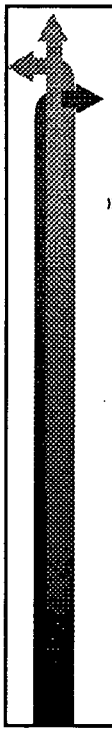
# EMS System Design: Multnomah County

- Disaster Preparedness
  - Dedicated funding for MRH/Regional
  - Increased state of readiness of City and State emergency operations centers
  - Enhanced communications and activities of disaster preparedness groups
  - Enhanced communications between emergency departments and Regional (all call)
  - Multiple multi-agency drills (Weapons of Mass Destruction and catastrophic disaster)



# EMS System Design: Multnomah County

- Optimization of Fire Resources
  - Redeployment of Fire resources
    - ALS Engine
      - Gresham
      - Portland
    - Enhanced first responder paramedic coverage from approximately 50% of the county to 90%



# EMS System Design: Multnomah County

- Law Enforcement EMS
  - Multnomah County Sheriff's
    - All first responder trained
    - AED capable
  - Portland Police
    - CPR
    - Basic First Aid

# EMS System Design: Multnomah County

- Volunteer Fire
  - Both
    - AED capable
    - EMT - Intermediate

# EMS System Design: Multnomah County

- EMS System data
  - Registries
    - Cardiac
    - Trauma
    - Airway
    - County data repository
  - Increased automation
    - AMR scantron
    - Fire Information System
  - Increased use of geomapping software
  - Hospital Outcomes

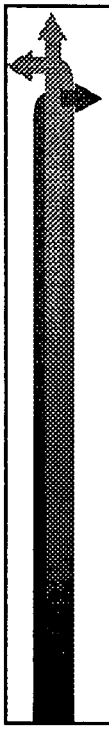
## BOEC Dispatch
## Jan 1, 1996 to July 31,1997

- Initial Type Codes (N=71581)

| Code | # | % |
|---|---|---|
| TA | 10327 | 14 |
| CH | 7765 | 11 |
| BR | 7735 | 11 |
| UN | 7498 | 10 |
| TR | 4238 | 6 |
| FA | 4220 | 6 |
| SZ | 4048 | 6 |

## BOEC Dispatch
## Cardiac Arrest: Top 90%

| Code | % |
|---|---|
| UN | 65 |
| CH | 9 |
| BR | 9 |
| SZ | 4 |
| UK | 3 |

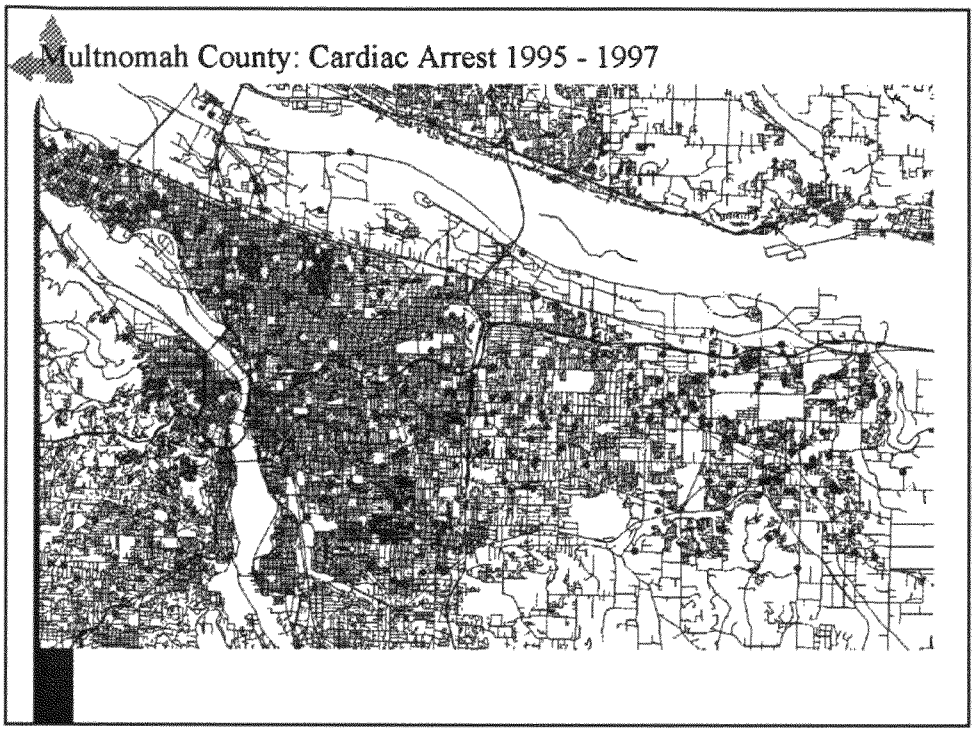


## BOEC Data
## Trauma System Entry: 90%

| Code | % |
|---|---|
| TA | 51 |
| AS | 22 |
| TR | 10 |
| FA | 6 |

## Cardiac Arrest:
## Multnomah County 1995 -1997

- Interesting facts
  - Approximately 500 cardiac arrest patients per year
    - 75% resuscitation attempted
    - 60% transported to hospital
- Overall 25% pulse present upon arrival at hospital




# Cardiac Arrest Multnomah County 1995 to 1997

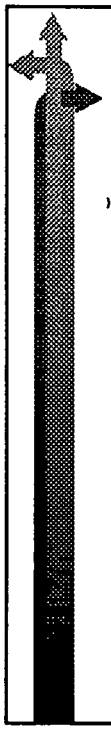
- 767 Patients in arrest treated by EMS
- 183 (24%) Return of spontaneous circulation

# Cardiac Arrest
# Multnomah County 1995 -1997
# ROSC Patient Rhythms

| Presenting Rhythm | Pulse + | Total | % |
|---|---|---|---|
| V Fib | 102 | 369 | 28 |
| Asystole | 25 | 159 | 15 |
| PEA | 24 | 155 | 15 |
| Bradycardia | 9 | 28 | 32 |
| V Tach | 5 | 7 | 71 |

# Cardiac Arrest:
# Multnomah County 1995 -1997

- Hospital Destination
  - Hosp Frequency (%)
    - EM 22
    - PA 16
    - MH 15
    - PR 12
    - WP 10
    - EH 8
    - UH 6
    - GS 5



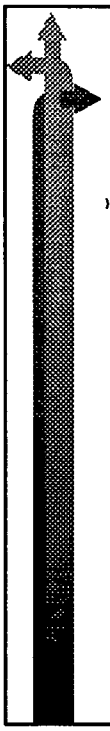
## Cardiac Arrest: Multnomah County 1995 -1997

- Community Interventions
  - Prearrival Instructions 17%
  - Bystander CPR 33%

## Cardiac Arrest: Multnomah County 1995 -1997

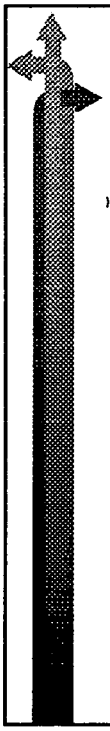
- Intubation

| Agency | % successful |
|---|---|
| AMR | 94 |
| PFB | 97 |
| GFD | 94 |



## Cardiac Arrest

- How does this compare with other communities?



## Cardiac Arrest

- Multnomah County: 1991
  - 343 cardiac arrests
    - Ventricular Fibrillation 193 (56%)
    - Other 150 (44%)
      - Asystole 73
      - EMD 34
      - Other 37
  - Overall: 36 of VFib + 2 other survive to discharge for overall survival rate of 11.3%
    - Ref: Stevens

# Cardiac Arrest: BLS

Cardiac Arrest - Metaanalysis

| City | Number | EMS | Bystander | Mean response | Survival to discharge |
|---|---|---|---|---|---|
| Durham, NC | 126 | BLS | 28.5 | 6.5 | 8.7 |
| Reykjavik, Iceland | 222 | BLS | 40.5 | 7.3 | 9.5 |
| Halifax | 114 | BLS | 20.2 | 5.3 | 7 |
| King County, Wa | 321 | BLS | 19 | 4 | 5.5 |
| Winnipeg | 849 | BLS | 24 | 18 | 3.9 |
| Arrowhead, Mn | 116 | BLS | 37.1 | 6.5 | 2.6 |
| Vancouver, BC | 110 | BLS | 30 | 5.7 | 3.6 |
| Odense | 160 | BLS | 13 | | 5.3 |
| Ontario | 764 | BLS | 16.2 | 7.8 | 2.1 |

# Cardiac Arrest - BLS D

Cardiac Arrest - Metaanalysis

| City | Number | EMS | Bystander | Mean response | Survival to discharge |
|---|---|---|---|---|---|
| Stockholm | 307 | BLS-D | 16 | 7.8 | 3.6 |
| Stockport, England | 113 | BLS-D | 38 | 4.5 | 0 |
| Nottinghamshire, England | 403 | BLS-D | 44.7 | 9 | 10.9 |
| Iowa | 110 | BLS-D | 20 | 5.7 | 10.9 |
| Milwaukee | 566 | BLS-D | 49 | 7.1 | 8.4 |
| Arrowhead, Mn | 116 | BLS-D | 32 | 6.5 | 5.2 |
| Brighton, England | 216 | BLS-D | 15 | 16 | 2.3 |
| Rochester, Mn | 100 | BLS-D | 35 | | 6 |
| Stockholm | 199 | BLS-D | 27 | 8 | 2.8 |
| Odense | 148 | BLS-D | 15 | | 1.4 |
| Ontario | 756 | BLS-D | 19 | 7.6 | 2.9 |

# Cardiac Arrest: ALS

Cardiac Arrest - ALS Responders

| City | Number | EMS | Bystander | Mean response | Survival to discharge |
|---|---|---|---|---|---|
| New Westminster, BC | 224 | ALS | | | 6.6 |
| Pittsburgh | 197 | ALS | 21 | 6.97 | 6.6 |
| Los Angeles | 254 | ALS | 36 | 6 | 10.2 |
| Lucas, Kent, Southfield counties, | 3849 | ALS | 20 | 4.73 | 7 |
| Vancouver, BC | 244 | ALS | 14 | 6.7 | 11.6 |
| Chicago | 3221 | ALS | 24.9 | 8 | 1.7 |
| Torrance, Ca | 112 | ALS | | | 13.4 |
| West Yorkshire, England | 1196 | ALS | 31 | 6.4 | 6.4 |
| Cincinnati, OH | 147 | ALS | | | 16 |
| St. Louis | 349 | ALS | 31 | 6 | 4.6 |
| Royal Oak, MI | 244 | ALS | | | 9.1 |
| South Glamorgan, England | 108 | ALS | 11 | 6 | 6.6 |

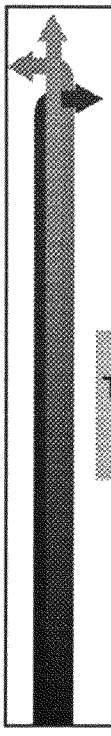
# Cardiac Arrest: BLS + ALS

Cardiac Arrest - BLS + ALS

| City | Number | EMS | Bystander | Mean response | Mean Second Response | Survival to discharge |
|---|---|---|---|---|---|---|
| Milwaukee | 4218 | BLS + ALS | | 2 | 6 | 12.8 |
| Lincoln, Ne | 169 | BLS + ALS | | | | 28.7 |
| Tucson | 372 | BLS + ALS | 29.8 | 4.1 | 6.1 | 6.9 |
| Seattle | 800 | BLS + ALS | 22.4 | 3.4 | 5.1 | 6.8 |
| Minneapolis | 514 | BLS + ALS | 15 | 4.6 | 6.5 | 15.1 |
| King County, Wa | 349 | BLS + ALS | 28 | 5.7 | 7.7 | 17.2 |
| Tucson | 294 | BLS + ALS | 28.9 | 3 | 6 | 8.4 |
| Seattle | 687 | BLS-D + ALS | 25.9 | 3.2 | 5.1 | 12.9 |
| King County, Wa | 321 | BLS-D + ALS | 61 | 4.8 | 11.2 | 12.8 |

# Cardiac Arrest
# Salt Lake City : 1992-1994

- Demographics
- Number: 322
- Gender
  - Male 65%
  - Female 25%
- Age (yrs)
  - Males 67
  - Females 71.6



# Cardiac Arrest
# Salt Lake City : 1992-1994

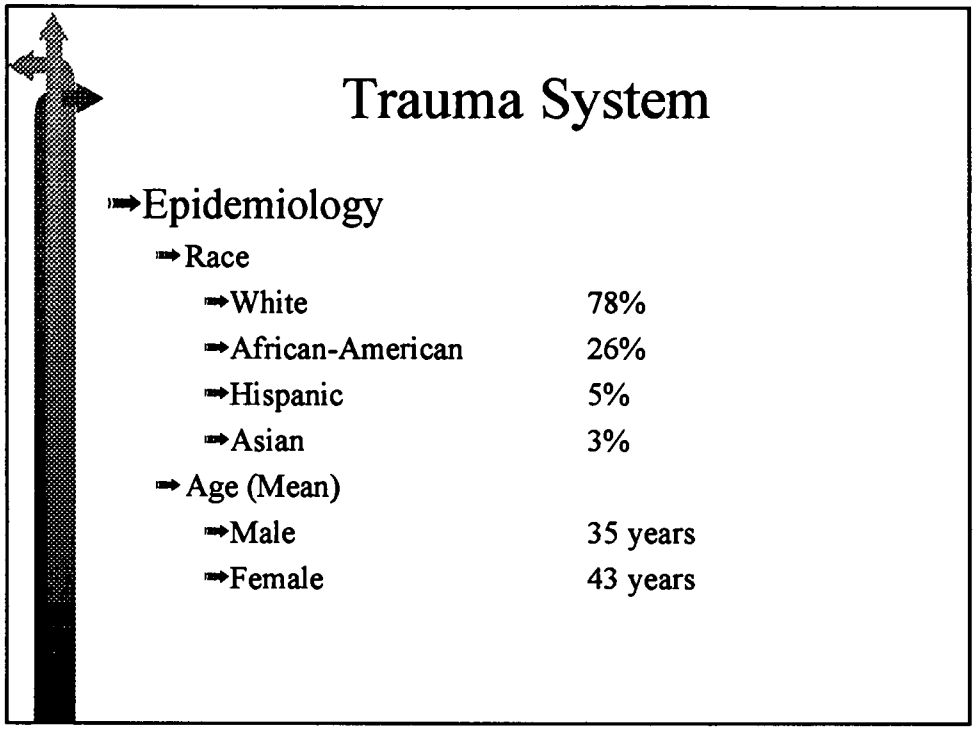
| | EMT-D + ALS | ALS First Response |
|---|---|---|
| Times (mean) | | |
| EMT-B | 3.6 +/- 1.8 | 4.6 +/- 2.0 |
| EMT-P | 6.6 +/- 2.2 | |

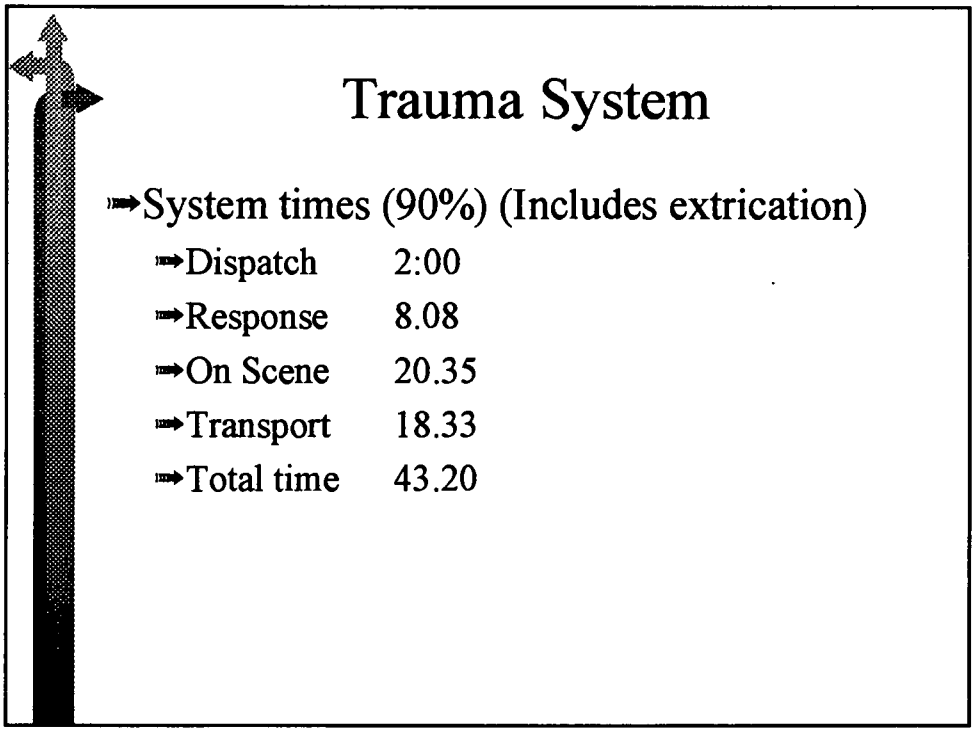
# Cardiac Arrest
# Salt Lake City : 1992-1994

| | EMT-D + ALS | ALS First Response |
|---|---|---|
| Total | 46 | 276 |
| Vtach/Vfib (%) | 46.3 | 52.5 |
| Survival to admission | 9 (19.6) | 74 (26.8) |
| Survival to discharge | 4 (8.7) | 22 (8.0) |
| Neurological Survival | 2 (4.3) | 16 (5.8) |

# Trauma System

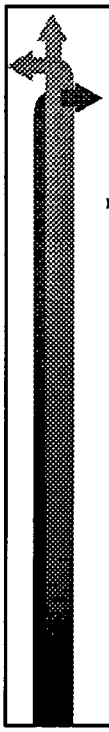
- Epidemiology(ISS > 16)
  - Number
    - Approximately 2400 to 2600 patients entered into the trauma system every year in ATAB1; 600 (25%) of these have ISS > 16,
  - Type
    - Blunt 80%
    - Penetrating 20%
  - Sex
    - Male 75%
    - Female 25%


Trauma System
Epidemiology
Race
White 78%
African-American 26%
Hispanic 5%
Asian 3%
Age (Mean)
Male 35 years
Female 43 years


Trauma System
System times (90%) (Includes extrication)
Dispatch 2:00
Response 8.08
On Scene 20.35
Transport 18.33
Total time 43.20

## Trauma System

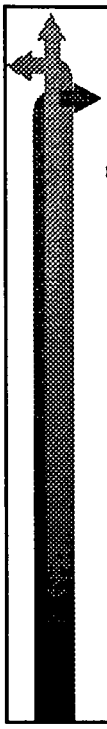
- Mean On Scene time
  - 12.25 minutes



## Trauma System

- Hospital Outcome

| Type | Alive | Dead |
|---|---|---|
| Blunt | 220 (84%) | 43 (16%) |
| Penetrating | 52 (75%) | 17 (17%) |

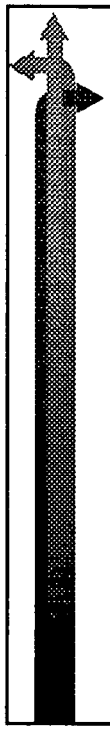


## Trauma System

- 1997 Oregon Health Division Under Triage Study
  - Total Trauma patients transported in 1997 = 2224
  - 147 patients transferred from non - designated trauma facilities to trauma hospitals
    - 68 /147 were ambulance
  - Of the 68 only 8 (11.7% met mandatory entry criteria for trauma system entry)
  - Under Triage rate = 68/2224 (3%)
  - True under triage rate = 8/2224 (0.3%)

## Oregon Trauma System Triage

- Definition of Triage
- Goal of the Oregon Trauma System Triage
  - "appropriate triage"
- Difficult concept
- If safety is a priority, Overtriage is necessary

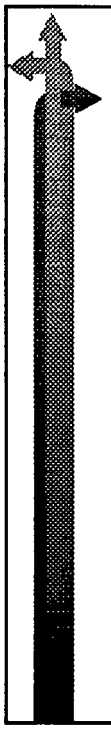


## Intubation
## January 1996 to August 1997

| Success | # | % |
|---|---|---|
| ➡Yes | 832 | 84 |
| ➡No | 156 | 100 |

## Intubation
## January 1996 to August 1997

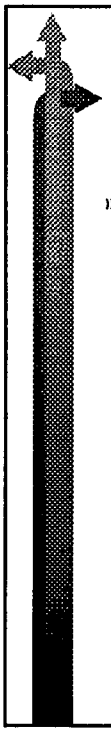
| Type | Success | Attempt | % |
|---|---|---|---|
| ➡Cardiac | 644 | 693 | 93 |
| ➡Medical | 158 | 238 | 65 |
| ➡Trauma | 30 | 57 | 53 |



# Intubation
# January 1996 to August 1997

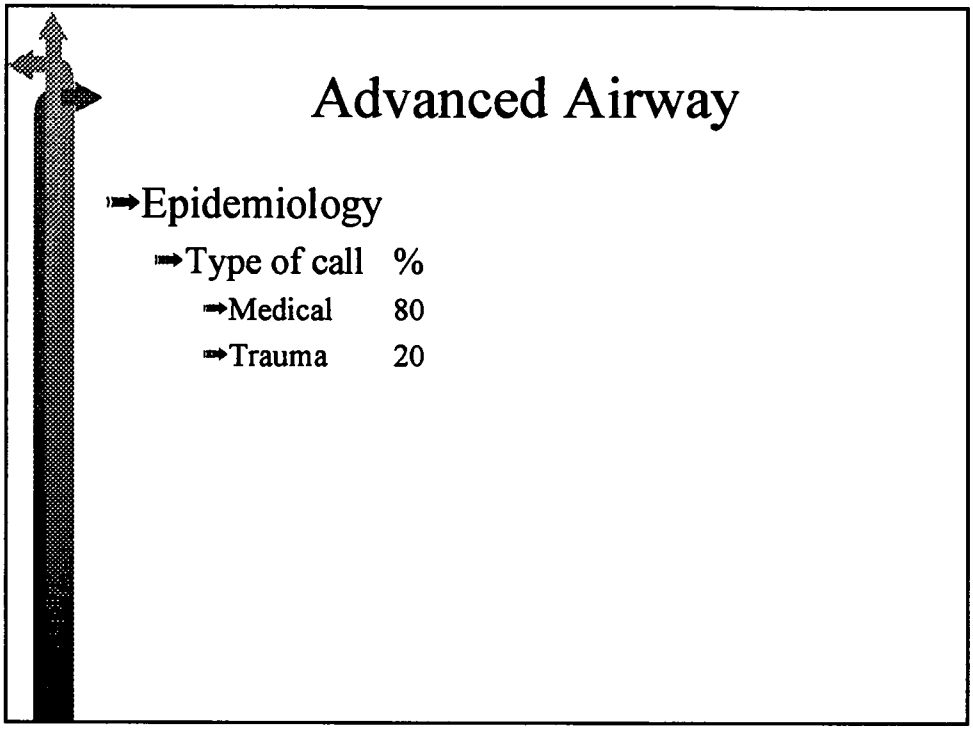
Success on Attempts

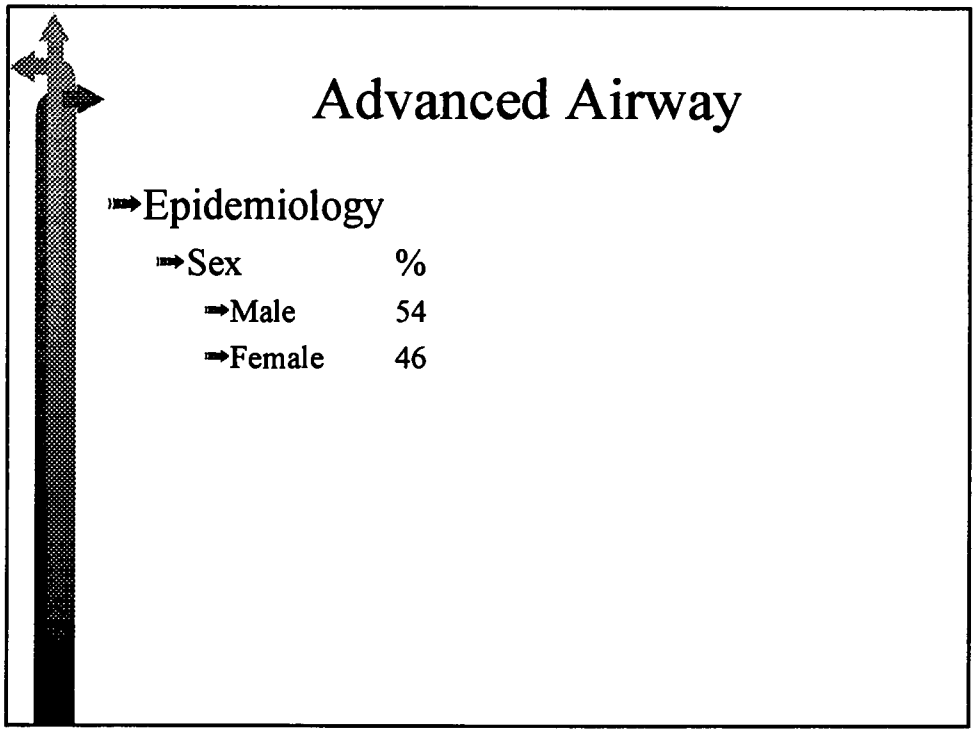
| Attempt | Number | % |
|---|---|---|
| ➡1 | 312 | 62 |
| ➡2 | 111 | 22 |
| ➡3 | 53 | 11 |
| ➡4 | 15 | 3 |
| ➡5 | 7 | 1 |

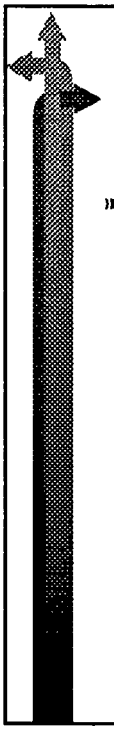


# Advanced Airway Interventions
# 1998 to present

- ➡Advanced Airway (paralytics)
  - ➡Timeframe:
    - ➡January 1998 to Feb 1999
  - ➡Number:
    - ➡Approximately 87 patients

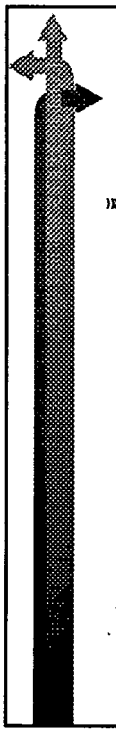

Advanced Airway
Epidemiology
Type of call %
Medical 80
Trauma 20


Advanced Airway
Epidemiology
Sex %
Male 54
Female 46



# Advanced Airway

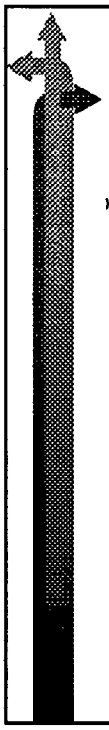
- Epidemiology
  - Age — Mean
    - Male — 46
    - Female — 65
  - Age range
    - 17 years to 91 years



# Advanced Airway

- Results

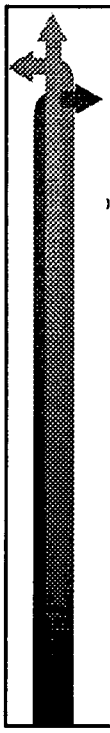
| Success | Number | % |
|---|---|---|
| Yes | 78 | 89 |
| No | 9 | 11 |
| Combitube | 4 | 5 |
| BVM | 5 | 6 |



## Advanced Airway

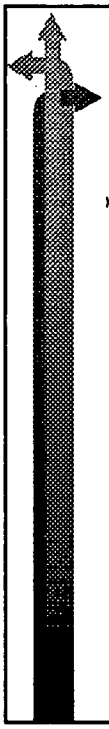
- Outcome by number of attempts

| Attempt | % |
|---|---|
| 1 | 61 |
| 2 | 30 |
| 3 | 4 |
| 4 | 3 |



## Advanced Airway

- Outcome
  - January 1 to April 30 1998
    - 19 uses, 15 successful (78%)
  - May 1 to present
    - 53 uses, 49 successful (93%)



## Advanced Airway

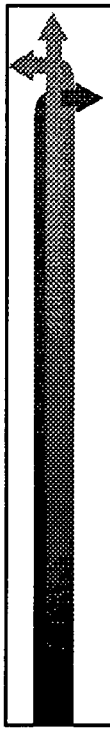
- Of the 7 unsuccessful
  - Type
    - medical 5
    - trauma 2
  - 5 of the 7 were ventilated by BVM or Combitube.
  - 2 had difficulty with maintaining airway (all were trauma)

## Summary

- EMS system with interventions derived from outcome measurements
  - Cardiac arrest
    - Decreased time to dispatch calls
    - Newer technologies (AED)
    - Better use of available resources (Law enforcement)
    - Optimal resources needed to adequately deal with the situation (Fire ALS First Response )
    - Nursing home responses

## Summary

- Trauma System
  - Decrease scene time
  - Appropriate triage
- Airway
  - Appropriate medical intervention and training
  - Increased success rate after intervention



## The Future

- Enhanced community participation
  - Improved rates of CPR performed
- Improved protocols
  - Allow EMS to make definitive triage decisions which would allow multiple options
  - Newer medications in the setting of cardiac arrest (amiodarone)

# The Future

- Improved data integration
  - EMS data warehouse with linkages with health care institutions. Fundamental for outcome based interventions
- Improved training
  - Simulation with real life modeling (similar to flight training)

MEETING DATE: June 3, 1999
AGENDA # : R-3
ESTIMATED START TIME: 9:40

(Above Space for Board Clerk's Use ONLY)

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# AGENDA PLACEMENT FORM

SUBJECT: Labor Contract Ratification

BOARD BRIEFING: DATE REQUESTED: N/A
REQUESTED BY:
AMOUNT OF TIME NEEDED:

REGULAR MEETING: DATE REQUESTED: June 3, 1999

AMOUNT OF TIME NEEDED: 5 min.

DEPARTMENT: Support Services DIVISION: Labor Relations

CONTACT: Darrell Murray TELEPHONE #: 248-5135, ext. 22595
BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [x] APPROVAL [ ] OTHER

SUGGESTED AGENDA TITLE:

Ratification of a 1998-01 collective bargaining agreement between Multnomah County and the International Brotherhood of Electrical Workers, Local 48.

6/3/99 ORIGINALS to Darrell Murray

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
99 MAY 24 PM 3:31

SIGNATURES REQUIRED:

ELECTED OFFICIAL:
(OR)
DEPARTMENT MANAGER: Vicki L. Gates

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions? Call the Board Clerk @ 248-3277

## SUPPLEMENTAL STAFF REPORT

**TO:** Board of County Commissioners

**FROM:** Darrell Murray, Labor Relations Manager, D.S.S.

**DATE:** June 3, 1999

**RE:** Ratification of 1998-2001 County-International Brotherhood of Electrical Workers (IBEW) Local 48 Collective Bargaining Agreement

---

1. **Recommendation/Action Requested:** Ratify the tentative 1998-01 County-IBEW Local 48 Collective Bargaining Agreement.

2. **Background/Analysis**: The tentative 1998-01 County-IBEW Local 48 collective bargaining agreement is the result of over a year of negotiations. The main substantive changes from the pre-existing agreement are as follows:

   - **Article 2, Definitions:** The basic probationary period is extended from six to twelve months.

   - **Article 7, Holidays:** Effective July 1, 1999 two personal holidays will be folded into employees' annual vacation accrual.

   - **Article 8, Vacation Leave:** Language implements the folding of two personal holidays into vacation accrual effective July 1, 1999. Also, the parties clarified the application of seniority in vacation time bidding, allowing its application only during the annual signup.

   - **Article 11, Health and Welfare:** This article has been amended to implement a joint labor-management committee that will manage the medical and dental insurance plans in the context of a limitation on increases in employer contributions that takes effect July 1, 1999. Drug and alcohol testing policy and procedures have also been updated. Finally, the deadline for employees hired before July 1, 1992 to choose between the former retiree insurance plan and the one that replaced it in 1992 has been moved to June 30, 1999. The former plan paid 100% of the premium from age 60 to 65 for eligible retirees. The replacement plan allows payment of 50% of the premium from age 58 to 65 (age 55 with 30 years of service).

   - **Article 12, Pensions:** The bargaining unit will be placed back on PERS pick up within 60 days of contract signing.

- **Article 14, Hours of Work:** The County will have the right to include a weekend day within the regular work week schedule of new hires and current employees volunteering for such a schedule. split the days off of four day per week employees hired after the contract is signed so long as two of their days off are consecutive. Also, the language has been modified to fast track the procedure for implementing voluntary twelve-hour shift schedules.

  **Article 15, Wages:** Employees will receive a 3% increase retroactive to July 1, 1998. In addition, a new step 3% above the existing top step will be added effective retroactively to January 1, 1999. This reflects a market catch up adjustment. The July 1, 1999 increase will be 3% , minus any offset for excess insurance premiums. The unit will also receive a 3% increase on July 1, 2000, again minus any offsets for excess insurance premium costs.

  Shift differential will increase a dime for evening shift and a nickel for night shift.

- **Article 16, Disciplinary Action:** Purging of prior disciplinary actions from employee files will be hereafter governed by standards similar to those set out in the Local 88 general employee agreement.

- **Article 23, Termination:** The contract is for three years ending June 30, 2001.

3. **Financial Impact:** Costs arising out of this agreement are very roughly as follows, assuming no change in staffing levels over 7/1/98, and taking into account changed PERS contribution rates:

| Item | FY 98-99 | FY 99-00 | FY 00-01 |
|---|---|---|---|
| Base Wage | $55,866 | $29,610 | $30,497 |
| One time savings | ($13,967) | | |
| PERS Pickup | N/A | ($ 4,597) | N/A |
| Shift Differential | $0 | $0 | $0* |
| Rollup Costs | $9,777 | $ 5,625 | $ 6,252 |
| Health Ins. | $14,796 | $ 3,055 | $ 3,147 |
| Retiree Insurance | N/A | $3,600 | $3,600** |
| TOTALS | $36,246 | $33,926 | $31,165 |

Insurance costs assume 3% increases in employer contributions for FY 99-00 and 00-01 after equalization of rates.

*Estimated cost of shift differential reflects current practice of no employees on shifts qualifying for differential. Obviously, this amount will increase if that changes.

**These figures assume that 10 employees will elect this option, that two parties are covered in each case at an additional cost of $150 per month, that they receive a full five years of benefits, and that the cost is ammortized over 15 years. This is very

likely a substantial overstatement of ultimate cost. Also, in terms of cash flow, because the amount is small, it will likely be factored into the normal 30 year ammortization schedule for the overall retiree insurance plan.

4. **Legal Issues:** None.

5. **Controversial Issues:** None.

6. **Link to Current County Policies:** This agreement is consistent with and supportive of the County's dual objectives of improving quality of services while ensuring that the County remains an excellent place to work.

7. **Citizen Participation:** N/A.

8. **Other Government Participation:** N/A.

1998-01 A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 48, AFL-CIO

## ARTICLE 1

## PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and International Brotherhood of Elecrical Workers, Local 48, AFL-CIO, hereinafter referred to as the Union.

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

## ARTICLE 2

## DEFINITIONS

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

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

a. Continuous service shall include uninterrupted employment with another governmental agency accomplished in accordance with and subject to ORS 236.610 through 236.650.

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

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

3. Supervisory Employee. Means any individual having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or having responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in

connection therewith, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

4. Permanent Employee. An employee who, following an examination process, is appointed from a list of eligibles certified by the Employee Services Division to fill a position; provided that the employee shall retain such status upon temporary or permanent transfer, promotion, or demotion.

5. Probationary Employee. A permanent employee serving a one (1) year period of trial service to determine his or her suitability for continued employment, such period to begin on the date of his or her appointment to a permanent position from a certified list of eligibles. During the period of probation, the employee may be dismissed without recourse to the grievance procedure if, in the opinion of the employee's supervisor, his or her continued service would not be in the best interest of the County. The length of an employee's probationary period may not be extended by a Memorandum of Agreement under the terms of Article 20, Entire Agreement, unless the employee was absent from work for a period of six (6) months or more previous to the extension. The length of probationary periods for employees hired prior to the effective date of this Agreement shall not be affected by the terms of this definition.

6. Promotional Probationary Employee: A regular employee serving a six (6) month period of trial service upon promotion to determine his or her suitability for continued employment in the classification to which he or she was promoted, such period to begin on the date of his or her appointment to a higher classification from a certified list of eligibles. During the period of promotional probation, the

employee shall be returned to the classification and department from which he or she was promoted without recourse to the grievance procedure if, in the opinion of the employee's supervisor, his or her continued service in the classification to which he or she was promoted would not be in the best interest of the County. The length of promotional probationary period for employees promoted prior to the effective date of this Agreement shall not be affected by the terms of this definition.

5. Temporary Employee. Any nonpermanent employee who has worked less than 1044 hours in any twelve (12) consecutive months. Temporary employees shall be terminated upon completion of 1044 hours or shall be appointed to a position from a certified eligible list established by the Employee Services Division.

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

## ARTICLE 3

## RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining agent for all non-supervisory employee members of the bargaining unit for the purpose of establishing wages, hours, and other conditions of employment. The positions covered by this Agreement are listed in Addendum A attached hereto and made a part hereof.

Specifically excluded from the bargaining unit are temporary employees.

During a probationary period, employees shall be entitled to all contractual benefits excluding provisions relating to discipline or discharge.

## ARTICLE 4

## MANAGEMENT RIGHTS

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

## ARTICLE 5

## UNION SECURITY AND CHECK OFF

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

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

a. 0.50 of the current monthly union membership dues of those union members who individually request such deductions in writing on the form attached hereto as Addendum B; or

b. 0.50 of the current monthly service fee, in lieu of dues, from any employee who is a member of the bargaining unit and who has not joined the Union within thirty (30) days of becoming an employee. This service fee shall be segregated by the Union and used on a pro rata basis solely to defray the cost of its services in negotiating and administering this contract.

c. The Union expressly agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay the in-lieu-of-dues payment to a non-religious charity mutually agreed upon by the employee making such payment and the Union, or in lieu thereof, the employee shall request that such in-lieu-of-dues payment be not deducted and shall make such

payment to a charity as heretofore stated and shall furnish written proof to the Union and the County, when requested, that this has been done.

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

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

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

## ARTICLE 6

## NO STRIKE

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or at any location where County services are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Union will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization when the employee is required to cross such picket line to attend to an emergency involving protection of life or property. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross a picket line when directed to perform work which does not properly fall within the scope and jurisdiction of this Local Union.

When work is not available or is limited other than in picketed locations, all employees shall report for assignment. Any work that is available shall be assigned to bargaining unit members on the basis of seniority. Employees who reported but are not assigned work shall be paid two (2) hours pay.

ARTICLE 7

HOLIDAYS

1. Holidays. The following shall be recognized and observed as paid holidays for full-time employees:

- Any day the President of the United States and/or the Governor declares a holiday for all employees employed in the public sector.
- New Year's Day (January 1st)
- Dr. Rev. Martin Luther King Jr.'s Birthday (3rd Monday in January)
- Washington's Birthday (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans' Day (November 11th or date of County observance)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th)
- Four (4) hours on either Christmas Eve or New Year's Eve at the discretion of the employee with the consent of the employee's supervisor, provided that if the supervisor determines that holiday usage on either date is impracticable, the employee shall be credited with four (4) hours of Saved Holiday.
- 2 Personal Holidays for fiscal year 98-99 only which may be used at the discretion of the employee with the consent of his or her employer; PROVIDED HOWEVER, an employee must be employed for at least three (3) months before the first Personal Holiday may be used and must be employed for at least nine (9) months before the second Personal Holiday may be used. Personal and Saved Holiday time will be charged in accordance with the uniform time charging provisions of Article 14. In all cases, Saved or Personal Holidays must be taken by the end of each fiscal year (June 30th). Saved holiday time may be used at the discretion of the employee with the consent of his or her supervisor. Upon separation from service employees will be paid for unused saved holiday time acquired during the fiscal year of termination at their regular rate of pay. Beginning with fiscal year 99-00, the two (2) personal holidays which have historically been credited to employees each fiscal year will be eliminated and replaced by an offsetting increase in the vacation accrual rate as provided in Article 8 of this agreement.

2. Holiday Observance.

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

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

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

3. Holiday Pay. Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. To be eligible for holiday pay, full-time employees must be in pay status both on the day before and on the day after the observed holiday.

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

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

## ARTICLE 8

## VACATION LEAVE

1. Accrual. Each full-time employee is entitled and shall earn annual vacation leave credit from the first full pay period of employment. However, employees are not entitled to any leave with pay until they have been employed for a period of twelve (12) months of service. Vacation credits shall be earned in accordance with the following schedule:

a. Less than 10,440 straight time hours of continuous service, .0385 hours per hour worked, cumulative to 200 hours. After one (1) year of service, an employee shall be entitled to two (2) weeks (i.e., eighty (80) hours) vacation.

b. 10,440 straight time hours, but less than 20,880 straight time hours of continuous service, .0577 hours per hour worked, cumulative to 240 hours; and shall be entitled to three (3) weeks (i.e., one hundred twenty (120) hours) vacation.

c. 20,880 straight time hours, but less than 31,320 straight time hours of continuous service, .0769 hours per hour worked cumulative to 320 hours; and shall be entitled to four (4) weeks (i.e., one hundred sixty (160) hours) vacation.

d. 31,320 or more straight time hours of continuous service, .0961 hours per hour worked cumulative to 400 hours; and shall be entitled to five-(5) weeks (i.e., two hundred (200) hours) vacation.

2. Vacation Times. Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the County and the requirement for vacation relief, employees shall have the right to determine vacation times, but in any case vacation times shall be selected on the basis of seniority; however, each employee will be permitted to exercise his or her right of seniority only once per calendar year as provided herein. Use of seniority shall be confined to

times during the same calendar year selected during the annual sign-up. The annual sign up shall occur each January, beginning on the first work day and ending on the last workday of that month. Employees shall be permitted to express their first, second, and third preferences for vacation times during this sign-up, to ensure orderly selection of preferred vacation times in the event their higher preference times are taken by senior employees. Seniority may not be used to obtain preferred vacation times after the January sign-up concludes. However, seniority may be used during the January sign-up to secure either a continuous vacation or a vacation plan consisting of two or more non-continuous weeklong segments. Sign-up shall be in weekly increments. Used vacation shall be charged in accordance with the uniform time charging provisions of Article 14.

3. Termination or Death. After six (6) months of service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or his or her heirs, whichever the case may be.

4. Additional Vacation Accrual. To offset the elimination of two personal holidays as provided in Article 7 of this agreement, the accrual rates set forth in section 1, subsections a through d of this article shall be increased effective July 1, 1999 resulting in the following accrual rates under section 1 above:

Subsection a - 0.0462 hours per straight time hour worked (i.e. 96 hours vacation per full time year of straight time work);

Subsection b - 0.0654 hours per straight time hour worked (i.e. 136 hours vacation per full time year of straight time work);

Subsection c - 0.0846 hours per straight time hour worked (i.e. 176 hours vacation per full time year of straight time work);

Subsection d - 0.1038 hours per straight time hour worked (i.e. 216 hours vacation per full time year of straight time work).

The foregoing increase in accrual rate does not affect service breaks in the vacation schedule or accumulation ceilings.

## ARTICLE 9

## SICK LEAVE

1. Accrual. Employees shall accrue sick leave at the rate of .0461 hours for each hour worked, to be used in the event of their non-occupational illness or the illness of a member of their immediate household. Sick leave may be accrued on an unlimited basis.

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

2. Incentive Conversion. Full-time employees who have worked the twelve-(12) months preceding June 30 of any year, may at their option, convert accrued sick leave to saved holiday time to be taken in accordance with Article 7, Section 1 subject to the following schedule:

| Hours of sick leave used in 26 pay periods preceding June 30 of any year | Allowable additional Saved Holidays |
|---|---|
| (1) None | 3 days |
| (2) 0.1 - 8 hours | 2 days |
| (3) 8.1 - 16 hours | 1 day |

3. Bereavement Leave. An employee shall be granted not more than three (3) days leave of absence with full pay in the event of death in the immediate family of the employee to make household adjustments or to attend funeral services. If such funeral is beyond 350 miles, the employee may be granted up to three (3) additional days with pay at the discretion of his or her supervisor for travel and personal

considerations. For purposes of Bereavement Leave, an employee's immediate family shall be defined as spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, or brother-in-law. In relationships other than those set forth above, under exceptional circumstances, such leave of absence may be granted by the County Chair or his or her designee(s) upon request.

4. Reporting of Sick Leave. An employee who must be absent by reason of illness or injury shall make reasonable effort to notify his or her immediate supervisor at least one (1) hour before the beginning of his or her scheduled shift.

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

## ARTICLE 10

## OTHER LEAVES

1. Leave of Absence. Consistent with the needs of the County, leaves of absence without pay for a limited period not to exceed thirty (30) days will be granted by an employee's appointing authority for any reasonable purpose, and such leaves may be renewed or extended for any reasonable period up to one (1) year.

Any employee who has been granted a leave of absence and who for any reason fails to return to work at the expiration of said leave of absence shall be considered as having resigned his or her position with the County, and his or her position shall thereupon be declared vacated, except and unless the employee, prior to the expiration of his or her leave of absence, has made application for and has been granted an extension of said leave or has furnished evidence that he or she is unable to return to work by reason of sickness or physical disability.

2. Jury Duty. Employees shall be granted leave with full pay in lieu of jury fees any time they are required to report for jury duty. Any payment received from the court as jury fees shall be returned to the County promptly upon receipt. If an employee is excused or dismissed prior to noon, he or she shall report for work.

3. Voting Time. Employees shall be granted two (2) hours to vote on any election day if due to shift scheduling they would not be able to vote.

4. Union Business. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the County shall, at the written request of the Union, be recommended in accordance with the leave

provisions set forth in Multnomah County Code 3.10.260 or its successor for a leave of absence exceeding thirty (30) days. Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union.

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

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

Employees may also be granted leaves of absence with or without pay for educational purposes for reasonable lengths of time to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it does not interfere with the operation of the County.

6. Military Leave. Employees who have served with the County for six (6) months or more immediately preceding an application for military leave and who are members of the National Guard or any reserve components of the Armed Forces of the United States are entitled to a leave of absence with pay from their duties for a period not exceeding fifteen (15) calendar days or eleven (11) work days in any calendar year. Employees will be granted a leave of absence without pay for any

additional time needed for the purpose of discharging their obligation of annual active duty for training in the military reserve or National Guard.

7. Reimbursement. The County will reimburse an employee for the cost of tuition for any course of study, including state-required classes to maintain or upgrade licenses, taken on the employee's own time which, in the County's judgment, is related to the employee's position and will result in improved performance, subject to the County's budgetary limitations and priorities. Employees shall apply for approval of the request for reimbursement at least five (5) days prior to the proposed enrollment. If approved prior to enrollment, the County will make reimbursement within thirty (30) days after proof of satisfactory completion of the course. In addition, the County may advance the cost of tuition and incidental expenses if, in the county's judgment, such advance is consistent with County financial and operational needs and priorities, and the employee signs an agreement that if he or she does not satisfactorily complete the course, or if his or her County employment terminates before completion of the course, the County will have the right to deduct the amount of the advance from his or her pay or use other means to collect the amount of the advance.

8. Parental Leave. An employee's entitlement to parental leave shall be governed by Oregon law and Board Resolution No. 89-111. The employee may use his or her accrued sick leave during the term of such leave as provided therein. If sick leave is exhausted, he or she may use his or her accrued unused vacation leave subject to the provisions of Article 8, Section 2 of this Agreement during the remaining period of parental leave.

ARTICLE 11

HEALTH AND WELFARE

1. Medical - Vision.

A. Unless the union elects to require out of pocket premium contributions by individual employees pursuant to section 3 of this Article, the County agrees to contribute monthly on behalf of each eligible employee and his or her eligible dependents the monthly premium for one of the following plans:

- Kaiser HMO Plan (array number 1A5AEP);
- The County's self-insured indemnity plan, including vision benefits, in effect when this contract is signed; or
- Any other medical/vision insurance plan approved by the Multnomah County Employee Benefits Board (MCEBB) pursuant to Section 12(H) below; or
- Any successor medical/vision insurance plan to replace any of the foregoing plans implemented upon approval of the MCEEB pursuant to section 12 (H) below.

2. Dental Plan..

A. Unless the union elects to require out of pocket premium contributions by individual employees pursuant to section 3 of this article the County agrees to contribute monthly on behalf of each eligible employee and his or her eligible dependents the monthly premium for one of the following plans:

- Kaiser HMO Plan (array number 2 CA);
- The County's self-insured indemnity plan in effect when this contract is signed; or

- Any other dental benefits plan approved by the Multnomah County Employee Benefits Board (MCEBB) pursuant to Section 12(H) below; or
- Any successor dental insurance plan to replace any of the foregoing plans implemented upon approval of the MCEEB pursuant to section 12(H) below.

3. The County shall pay the full premium for medical and dental coverage for fiscal year 1998-99. The County's contribution in FY 1999-2000 and 2000-01 at each level of plan participation (i.e. one party, two party or family) within each medical and dental plan shall increase three percent (3%) over the County contribution rates in effect for the preceding fiscal year after adjustment for any supplemental wage increase paid in the preceding fiscal year pursuant to this subsection 3. Thereafter, the County's contribution toward each plan at each level of participation will increase on July 1 of the applicable fiscal year by a percentage equal to the percentage increase in the consumer price index ("CPI") after adjustment for any supplemental wage increase paid in the preceding fiscal year pursuant to this subsection IV. For purposes of this article the CPI used shall be the Portland Urban and Clerical Wage earners index (CPI-W, 1982-84=100 base except 1993-95 = 100 base for reports on or after January 1, 1999) reported for the twelve (12) months ending December 31 immediately preceding the July 1 on which the contribution increase will take effect (i.e. the second-half report). Premium increases for July 1 of a fiscal year beginning on or after July 1, 1999 that exceed the amount of the increase in the County's contribution shall be paid by employees as a uniform percentage offset to the base wage rate schedule. However, for fiscal years beginning on or after July 1, 2000, the union may elect to absorb such excess costs

through individual employee payroll deduction of excess premiums. If it wishes to elect the payroll deduction option the union shall deliver written notice of such election to the County Labor Relations Manager no later than March 1 preceding the July 1 on which such premium increases are to take effect. The increase in the employees' aggregate contribution in any fiscal year by wage rate offset (or equivalent payroll deduction) shall not exceed three quarters of one percent (0.75%), calculated in accordance with the Budget Manager's memoranda described below. Premium increases in excess of this amount shall be paid by the County. If on July 1 of a fiscal year premiums decrease, or if they increase in an amount less than the increase in the County's contribution, the increase over the preceding fiscal year in the difference between the amount of the County's contribution and the premiums for the plans shall be paid to bargaining unit members as a uniform percentage wage adjustment on the wage schedule unless the County proposes and the MCEBB decides, by unanimous vote, to direct these amounts toward other Health Fund purposes. Such supplemental wage increase shall not exceed three quarters of one percent (0.75%) of the rates in effect June 30 preceding the effective date of the increase. The amount of such excess County contribution and such wage increases (or calculation of amounts available for MCEBB to redirect) or wage offsets (or amounts payable by payroll deduction) called for under this section shall be calculated and certified to the union according to the Total Compensation Costing Memorandum from the County Budget Manager to the County Labor Relations Manager dated May 18, 1998 and as supplemented by the Budget Manager's memorandum dated June 2, 1998, except that the projected annual base against

which projected annual premium deficits or surpluses are measured shall include lead pay and overtime in addition to regular straight time pay.

4. Eligibility.

a. Coverage under sections 1 and 2 of this Article shall include the employee and his or her immediate family (i.e. wife/husband and eligible children) or the employee's domestic partner and the partner's eligible dependents as provided in (b) and (c) below. Eligibility for coverage under Section 1 commences on the first of the calendar month in which the employee commences work following hire or rehire unless the employee commences work on the first calendar day of the calendar month in which case eligibility for coverage commences at the time the employee commences work. Eligibility under section 2 commences on the first of the calendar month following completion of six (6) months of continuous County service following hire or rehire. After initial qualification for coverage, termination and resumption of coverage (toward which the county contributes) shall be governed as follows:

i. Coverage At Termination. If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteenth (15th) day of the calendar month in which the employee's County employment terminates, that employee's coverage toward which the County has contributed will lapse at the end of the immediately succeeding calendar month. (Example: Employee A resigns effective July 15. Employee A's coverage will lapse July 31. Employee B resigns July 16. Employee B's coverage toward which the County has contributed will lapse August 31.

ii. Coverage When Going On Unpaid Leave. If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteenth (15th) day of the calendar month in the calendar month in which the employee's authorized leave without pay commences, coverage toward which the County has contributed will lapse at the conclusion of the calendar month in which the leave commences. If such day falls after the fifteenth (15th) of the month in which such unpaid leave commences, coverage toward which the County has contributed will lapse at the end of the immediately succeeding calendar month. (Example: Employee A's last regularly scheduled workday worked is July 15, and his or her unpaid leave commences July 16. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B's last regularly scheduled workday worked is July 16 and his or her unpaid leave commences July 17. Employee B's coverage toward which the County has contributed will lapse August 31.

iii. Coverage Upon Return from Unpaid Leave. If the employee is scheduled to and returns form an authorized unpaid leave of absence on or before the fifteenth (15th) day of the calendar month the employee's coverage toward which the County shall make its normal contribution shall be effective on the first day of that calendar month, subject to the limitations of Section 125 of the U.S. Internal Revenue Code. If the employee is scheduled to and returns from such leave without pay after the fifteenth (15th) day of the calendar month, the employee's coverage toward which the County has contributes will be effective on the first day of the immediately succeeding calendar month. (Example: Employee A's unpaid

leave commences July 1 and ends July 15. Employee A's coverage toward which the County contributes does not lapse. Employee B's unpaid leave commences July 1 and ends August 7. Owing to the combination of paragraphs ii and iii of this subsection, Employee B's coverage will not lapse. Employee C's unpaid leave commences July 1 and terminates August 16. Employee C's coverage toward which the County contributes lapses July 31 and recommences September 1.)

b. Coverage of Spouses and Domestic Partners.

i. A covered employee may enroll his or her spouse, or domestic partner with which he or she has a domestic partnership and the partner's eligible dependents, for coverage under sections 1 and 2 of this article. A "spouse" is a person to whom the employee is married under Oregon law. A "domestic partner is a person with whom the employee has a close personal relationship and jointly shares the same permanent residence for at least six (6) months immediately preceding the date of signing an Affidavit of Marriage or Domestic Partnership with the intent to continue to do so indefinitely. In addition, the employee and the domestic partner must share the following characteristics:

- they are not legally married to anyone;
- each is at least eighteen years of age;
- they are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;
- they were mentally competent to contract when the domestic partnership began;
- they are each other's sole domestic partner

- they are jointly responsible for each other's common welfare

including "basic living expenses" as defined in the Affidavit of Marriage or Domestic Partnership set forth in Addendum E of this agreement.

ii. As a further precondition of coverage, all employees enrolling for new or changed coverage whether married or with a domestic partner, shall be required to complete, sign, and submit to the Employee Services Division a copy of the Affidavit attached hereto as Appendix D. Enrollment times and other procedures for administration of medical and dental insurance plans shall be applied to employees with domestic partners in the same manner as to married employees.

c. Coverage of Children. Eligible children of the employee or the employee's spouse or domestic partner may be enrolled in the medical and dental insurance plans described in Sections 1 and 2 above. "Eligible children" include any biologic or adoptive child under the age of 23 who is a dependent under the federal tax code, a court-appointed ward, or anyone under age 23 for whom the employee is required by court order to provide coverage. "Eligible children" may also include dependent children over age 23 who are permanently disabled, and the children of eligible children.

d. Termination of Coverage. Employees whose marriage or domestic partnership terminate[~~d~~]s must complete, sign, and file with the Employee Services Division a copy of the statement of Termination of Marriage/Domestic Partnership set forth in ADDENDUM F of this agreement within ninety (90) days of death, divorce, or dissolution of domestic partnership. In addition, employees must remove from coverage a child who has become ineligible because he or she is 23 years old,

or for any other reason within 90 days of disqualification. Pursuant to federal HIPAA regulations in effect at the signing of this agreement, employees who fail to remove an ineligible spouse, domestic partner, or child within ninety (90) days will be required to reimburse the County for premiums paid for the time the spouse, partner or child was no longer eligible for coverage.

d. Default enrollment. New employees who fail to submit timely application for "opt out" benefits under section 11 below or for enrollment into medical and dental plans described in sections 1 and 2 above will be enrolled in the indemnity plans by default. Eligible dependents of such employees may be enrolled in the same plans if the employee submits application within fifteen (15) days of receiving notice of his or her default enrollment. (NOTE: We need to incorporate as well the "new babies" provisions per HIPAA and state law.)

5. Retirees. Employees who retire from the County shall be eligible to participate in the County's retiree medical insurance program subject to the same terms, conditions, and limitations as applied to Exempt County employees at the time this Contract is executed, pursuant to Ordinance Nos. 629 and 670, set forth in Addendum C, attached hereto and by this reference incorporated herein. However, employees hired before July 1, 1992 who retire from the County with ten (10) or more years of continuous service may, in lieu of coverage under the terms of the foregoing retiree insurance provisions, elect an alternate retiree insurance benefit whereby the employer will pay 100 percent of the premium for the employee and his or her eligible dependents from age sixty (60) or date of retirement, whichever is later, until the employee is eligible for Medicare. The

election to participate in this alternative program must be made in writing, signed by the employee, and received by the County's Employee Services Division Manager not later than June 30, 1999. An employee who elects the alternate program and who retires from the County early with ten (10) or more years continuous service may receive the employer-paid benefit beginning at age sixty (60) provided the employee continuously participates in the County's medical plan by timely payment of the full premium due from the date of retirement until age sixty (60). After such employee reaches age sixty-five (65), he or she may continue to continuously participate in the County's medical plan by timely payment of the monthly premium.

If the union elects to require out of pocket medical contributions by payroll deduction pursuant to section 3 of this Article, the employer contribution toward eligible retirees' insurance shall be 100% of the contribution it makes for an active employee on the same plan and participation level, rather than 100% of the premium, for employees hired prior to July 1, 1992 who timely elect the above-referenced alternative plan, or 50% of the contribution the employer makes for an active employee on the same plan and participation level, rather than 50% of the premium, for employees on the plan set out in Addendum C.

6. Life Insurance. The County agrees to provide each employee covered by this Agreement with term life insurance in the amount of twenty thousand dollars ($20,000). Upon retirement, employees with fifteen (15) or more years of service will be provided with two thousand dollars ($2,000) coverage. Employees shall designate their beneficiaries.

7. Health and Welfare Labor/Management Consortium. The County and Union jointly agree to maintain a health and welfare committee/consortium to review, explore, and advise bargaining unit members in respect to fringe benefits and cost effective use of those benefits.

The County and Union will work together with the County's professional benefits consultant to maintain and further develop a state of the art health and welfare program that meets the needs of bargaining unit members, with emphasis on cost efficiency, effectiveness, and cost containment in relationship to revenues allocated for fringe benefits.

The County shall have exclusive right in determining whether or not increases to present level of benefits are within budget constraints and priorities.

8. Drug and Alcohol Policy and Procedure. Those matters concerning the County's alcohol and drug policy and procedure which are a mandatory subject of bargaining, and which are contained in Addendum F of this agreement will not be changed in application to this bargaining unit except for changes made to conform to law or agreed upon in writing by the Union and the Labor Relations Manager; provided, that the parties agree that owing to the nature of duties performed by members of this bargaining unit the employer must have a reasonable suspicion that an employee is under the influence of substances regulated by this policy and in violation of said policy before a breathalyzer test or urinalysis may be performed. However, this shall not preclude unscheduled testing during the first twenty-four (24) months following completion of treatment pursuant to of Addendum F or at any time for those employees subject to random testing requirements under the U.S.

Department of Transportation and related state Commercial Drivers License laws and regulations.

9. Long Term Disability Insurance. The County shall provide bargaining unit members with a group Long Term Disability Insurance Policy with the same terms as apply to Corrections Officers under Standard Insurance Policy No. 607217, including a ninety (90) day waiting period.

10. Medical Spending Account. The County will offer bargaining unit members the opportunity to use medical spending accounts as permitted under the Internal Revenue Code to pay eligible unreimbursed medical expenses with pre-tax funds.

11. Waiver of Coverage. The County may offer employees cash payments in such amounts and on such conditions as it deems proper in exchange for the employee agreeing to waive coverage under the medical or dental plans or both.

12. Multnomah County Employees' Benefits Board (MCEBB). The Union agrees to participate as a member of the MCEEB jointly with representatives of the County's other participating bargaining units and its non-represented employees under the provisions below:

A. Membership: Each union or association representing a bargaining unit of County employees shall, upon the effective date of an authorizing provision in their respective collective bargaining agreements, be a member of the MCEEB. In addition, management employees will be deemed a member unit with the same voting privileges as the bargaining unit members.

B. Participation By Employees:

1. Two employee representatives from the AFSCME, Local 88 general employee bargaining unit may attend meetings with pay. In addition, the AFSCME business agent may attend.

2. Representatives from other bargaining units may attend per the provisions of their respective collective bargaining agreements. One (1) employee representative of the Local 48 bargaining unit may attend without loss of pay.

3. The Chair will appoint two exempt employees. One (1) will represent exempt employee interests and one shall represent the County's interests as an employer.

4. Other persons will attend as needed on a non-voting basis.

B. PURPOSE: The purpose of the MCEEB is to:

1. Provide a County-wide forum for education and discussion regarding Health and Welfare issues;

2. Provide a mechanism for responsibly modifying health and welfare benefits during the term of the Agreement as part of the total compensation approach detailed in section 1 through 3 of this Article;

3. Provide a mechanism for coherently implementing legally mandated changes to the health and welfare benefits package; and

4. Constitute an interim step in a movement to a stable, long-term structure for governance of matters relating to health and welfare benefits and the Health Fund.

C. Health Fund. The County shall maintain a fund into which it pays its monthly medical, dental and vision insurance contributions and into which any employee share of the monthly cost for such insurance is paid. Premium charges, reinsurance charges, claims and other costs normally encompassed by premium or premium equivalents shall be paid from this account. This fund shall be known as the Health Fund. Funds in this account shall, while in the account, accrue interest in accordance with past practice.

D. Long-Term Cooperation:

1. Beginning no later than July 1, 1999, the County's Labor Relations Manager shall meet and confer with the Benefits Manager and a representative designated by the union to develop mutually acceptable terms for the long-term financing and joint management of the county's medical/dental/vision insurance plans. The participants shall consider whether other County insurance benefits should be included in such an arrangement. If the representatives are able to identify specific and comprehensive terms for long-term financing and joint management of the plans that, after consultation with their constituents, they believe would be acceptable to bargaining unit members and the Board of County Commissioners, they shall report such terms to the members and Board for a formal vote. If approved by the members and Board, the terms shall be implemented as provided therein.

2. If, by January 1, 2001, a long-term agreement is approved by bargaining unit members and the Board of Commissioners pursuant to 1 above, the County shall, at 11:59:59 p.m., June 30, 2001, contribute four thousand two

hundred eighteen dollars ($4,218) to an excess stabilization reserve fund; PROVIDED, that this sum may be reduced by mutual agreement to the extent that it is drawn upon in the course of securing a long-term agreement pursuant to 1 above. Excess stabilization reserve funds shall be segregated for accounting purposes from other monies and assets in the Health Fund. However, they may be used in the same manner as other money in the Health Fund.

3. If, by January 1, 2001, a long-term agreement is approved by bargaining unit members and the Board of Commissioners as provided in 1 above, and if the employee share of any premium increases has been covered in FY 99-00 and 00-01 by an offset against applicable July 1 wage increases, the County shall, at 11:59:59 p.m., June 30, 2001, prospectively increase straight time base hourly wage rates by a percentage that will restore rates to the level they would have achieved had the FY 99-00 and 00-01 offsets, if any, been only sixty percent (60%) of the offset actually implemented pursuant to Article 11, section 3 of this agreement. If the union elects to cover employee contributions by payroll deduction in lieu of such offsets in either FY 99-00 or 00-01 or both, the percentage wage increase provided by this paragraph shall be the same as if the employee premium payments had been taken in the form of wage offsets in each of those fiscal years.

E. Meetings: The MCEBB will meet no less often than quarterly.

F. Training: The County agrees that it will initially provide training concerning the operation of jointly managed health and welfare plans to at least one person designed by the bargaining unit to serve on the MCEBB, upon request by the union. After initial training, the County agrees that it will provide training to any

MCEBB member designated by the union to replace the member initially trained so as to facilitate continuity. However, due to the transitional nature of the MCEBB, the County shall not be obligated to train more than two (2) members appointed by the union in any twelve-month period. The union shall make all reasonable efforts to give the County advance notice of changes in its MCEBB member designation.

G. Authority: The MCEEB is authorized to endorse or veto changes to the medical and dental insurance package proposed for their consideration by the County Benefits Administrator. The Administrator will propose an effective date for each change, and they will take effect on that date if approved by the MCEEB.

H. Voting: Each bargaining unit (including management equivalent) will have one (1) vote. Each bargaining unit will designate one voting representative who will cast the unit's vote for or against a proposed change. The Chair will designate one of the two management members to cast the management unit vote. A proposed change will have been approved by the MCEEB if all MCEBB votes cast are in favor of the change.

I. Allocation of Costs and Savings to the Bargaining Unit. Unless otherwise agreed in writing by memorandum of understanding between the parties pursuant to Article 20 of this agreement, allocation of any costs or savings from the implementation of any modifications approved by the MCEBB, as specified above, shall be on a case by case basis for those plan changes for this bargaining unit; i.e. the allocations will vary between bargaining units depending on the varied impact of changes to the particular plan design. These cost calculations shall be reasonably determined based on accepted actuarial practices by the County's Benefits

Consultants. Such determination of allocation amounts will specifically be without regard to funding reserve levels, except for reasonable, legitimate, plan specific Incurred But Not Reported (IBNR) Reserves.

J. Modification of Provisions Governing the MCEEB:

1. If enabling legislation for establishment of a benefits governance board for Multnomah County employees is passed by the state legislature, the terms of this section will be replaced by the requirements of such legislation upon its effective date. However, the contribution limits of sections 1 through 3 above, which collectively form a total compensation policy will remain in full force and effect.

2. Other structural changes to the MCEEB may be made by memoranda of agreement signed by all participating unions, Associations, and the Chair's designee for labor relations pursuant to Article 21 of this agreement.

ARTICLE 12

PENSIONS

1. PERS. The County shall continue to participate in the Oregon Public Employees Retirement System (PERS) pursuant to the Intergovernmental Integration Agreement between the County and PERS, dated January 22, 1982.

2. PERS "Pick-Up" and "Pick-Up" Under IRC Section 414(h)(2).

A. Effective no later than sixty (60) days after the date this agreement is signed by the parties hereto the County shall resume "pick-up" of the required 6% employee contribution to PERS as provided in ORS 237.075. The transition to the PERS pick up as provided above shall be accomplished by multiplying the rates and ranges of employees covered by this bargaining unit by 0.9434. The PERS pick up contribution and other wage-based payments under this agreement shall be premised on the resulting figures. The parties acknowledge that the PERS pick up payment is inapplicable to employees who are not PERS members due to insufficient service. If for any reason the ORS 238.204 "employer pick-up" is no longer legally available the County shall on the last payroll period of this Agreement increase employee wages by six percent (6%) and return to the limited "pick up" provided for prior to the resumption of PERS pick-up pursuant to this section, including but not limited to the terms of compensation for non-PERS members.

(B) Until the County resumes pick up of PERS contributions under ORS 237.075 as provided above, to the extent allowable by law, the required employee contribution of 6% of wages to PERS is deemed to be "picked up" by the County for

limited purposes of Section 414(h)(2) of the Internal Revenue Code and any related state or federal tax policies but for other purposes, the contribution shall be considered to have been by the employee, and payment by the employee of the 6% contribution through payroll deduction is mandatory for each employee who is a member of PERS. Employees do not have the option of receiving the wage payment in cash and paying the PERS contribution directly. The taxable wages of employees on the W-2 form for federal and state income tax purposes will not include the contribution to PERS.

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

## ARTICLE 13

## WORKERS' COMPENSATION AND SUPPLEMENTAL BENEFITS

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

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

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

a. Supplemental benefits shall only be payable for those days compensable under Worker's Compensation Law as time loss on an approved claim.

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

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

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

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

5. If a Worker's Compensation claim, which has been denied, is later held compensable upon appeal, any time loss benefits shall be reimbursed by the

employee to the County and the employee's sick leave account credited with an equivalent number of days.

6. Nothing in this article may be construed to permit borrowing of sick leave not accrued by and available to the employee.

7. The County shall continue to provide medical and dental benefits for employee and dependent(s) from the first day of occupational disability subject to the limitations of the Health and Welfare Article, if any, for a period of one year.

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

## ARTICLE 14

## HOURS OF WORK

1. Work Day.

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

b. Employees on a five-(5) day per week work schedule shall work eight (8) hours per day excluding the meal period. (Winter Schedule)

c. Employees on a four-(4) day per week work schedule shall work ten (10) hours per day excluding meal period. (Summer Schedule)

2. Work Week.

a. Regular. Except as provided herein, the regular workweek shall consist of consecutive days, Monday through Friday, of the same number of consecutive hours per day with consecutive days off. Employees hired on or after July 1, 1998 or Electronic Technician Assistants promoted on or after January 1, 1999 may be required by the County to work a regular work week that includes Saturday or Sunday but not both. Employees who wish to volunteer for such schedules or for a regular work week schedule including both Saturday and Sunday may do so and management may permit the employee to work such a schedule. However, by volunteering for such a schedule after this 1998-01 agreement is signed, an employee hired before July 1, 1999 will be treated as if he or she was hired on or after July 1, 1998 for purposes of this subsection. In no case shall the workweek be for more than forty (40) hours, excluding the meal period.

b. Continuous Operations. Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled work for twenty-four (24) hours a day, seven (7) days a week. The workweek for employees engaged in continuous operations shall consist of five (5) consecutive days, with two (2) designated days off.

3. Work Schedules. Work schedules showing the employee's shift, work days, and hours shall be posted on all department bulletin boards at all times. All employees shall be scheduled to work on a regular work shift and each shift shall have regular starting and quitting times. Except for emergency situations and during the duration of the emergency, work schedules for any work shift shall not be changed unless the changes are posted for ten (10) workdays.

4. Reduced WorkWeek. In the event that the financial budget situation of the County requires a reduced workweek for employees covered by this Agreement, the parties agree to meet and discuss scheduling problems, which may arise. Such meeting shall be held prior to implementation of the reduced workweek.

5. Rest Periods. All employees' work schedules shall provide for a fifteen-(15) minute rest period during each one-half (1/2) shift. Rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever feasible. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on the next succeeding shift when it is anticipated the overtime is expected to extend a minimum

of one and one-half (1-1/2) hours. In addition, they shall be granted the regular rest period that occurs during the shift.

6. Meal Periods. All employees shall be granted a meal period of not less than thirty (30) minutes during each work shift. Whenever practicable, meal periods shall be scheduled in the middle of the shift. The County shall provide a meal to any employee who is requested to and does work two (2) hours beyond his or her regular quitting time.

7. Clean-Up Time. Employees occupying labor, trades, or craft positions shall be granted adequate personal clean-up time prior to the end of each work shift. The County shall provide the required facilities for the employee's clean up. Neither party to this Agreement shall construe "clean-up time" to mean "quit-early time" or "leave-early time."

8. Uniform Time Charging Provisions

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

(1) 0 - 7 minutes rounds to 0 hours

(2) 8 - 15 minutes rounds to 1/4 hour

b. Applications

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

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

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

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

ARTICLE 15

WAGES

1. Wages and Classification Schedule

a. Wage Rates for FY 1998-99. Effective retroactive to and including July 1, 1998, 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 (3.0%) effective July 1, 1998. Effective January 1, 1999, a step shall be added above the existing top wage step for each classification. The new step shall be three percent (3.0%) higher than the revised July 1, 1998 top step rate. If the new step is added to a step at which new hires have been previously placed, management shall have the discretion to continue hiring at that lower step or to hire at the higher step. If the employee is hired at the lower step, he or she shall advance to the second step upon completion of his or her twelve (12) month probationary period.

b. Wage Rates for FY 1999-2000. Subject to the terms of Article 11, section 3 of this agreement, the July 1, 1998 rates set forth in Addendum A as adjusted upon implementation of the PERS pick up, and the new step added to each range on January 1, 1999 shall be increased three percent (3.0%) on July 1,

c. Wage Rates for FY 2000-2001. Subject to the terms of Article 11, section 3 of this agreement, the July 1, 1998 wage rates set forth in Addendum A, as adjusted upon implementation of the PERS pick up and as adjusted pursuant to Subsection b of this section, shall be further increased on July 1, 2000 by three percent (3.0%).

d. New Classifications. When any position covered by this Agreement not listed on the wage schedule is established, the County may designate a job classification and pay rate for the position. In the event the Union does not agree that the classification and/or rate is proper, the Union shall have the right to submit the issue as a grievance at Step III of the Grievance Procedure.

e. Reopener. In the event that the County's estimated general fund resources in the executive budget for fiscal year 1999-2000 or 2000-2001 fall ten percent (10%) or more below the estimated general fund resources in the preceding year's executive budget, any wage or benefit increase not implemented at the time of such determination shall not be implemented and negotiations will commence within a reasonable period thereafter for substitute terms for such increase not implemented.

f. Provisional Wage Rate. Notwithstanding any term of this agreement to the contrary, until the County resumes the PERS pick up as provided in article 12 above, employees who are not members of PERS shall be paid a base wage rate 94.3% of that which they would otherwise be paid under this agreement until they become PERS members. After the return to the PERS pick up, the employee shall earn 100% of the base wage rate for the classification.

g. Work In A Higher Classification. Whenever a supervisor instructs an employee to replace another employee in a higher classification and performs such work for more than one (1) shift, the employee shall be paid for all such work at the rate assigned to the higher classified work in the appropriate pay step, according to the promotional policy, if any.

2. Pay Period. The salaries and wages of employees shall be paid semi-monthly on the last regular county business day of the last week of the pay period following the pay period in which the pay was earned. In the event the normal payday is a holiday, the preceding day shall be the payday.

3. Height Time Bonus Pay. When workers are performing work on a structure at or above the 90 foot level, where scaffolding or special safety devices are used, the wage rate for such work shall be double the straight time hourly rate.

When the aforementioned work is performed on an overtime basis or on a holiday, the rate of pay shall be triple the straight time hourly rate.

4. Reporting Time. Any employee who is scheduled to report for work and who presents himself for work as scheduled, but where work is not available for him or her, shall be excused from duty and paid at his or her regular rate for a day's work

5. Call-In Time. Any employee called to work outside his or her regular shift shall be paid for a minimum of four (4) hours at the rate of time and one-half (1.5) except that an employee called to work within two (2) hours of the commencement of his or her scheduled shift shall be paid at the rate of one and one-half (1.5) times the employee's regular straight time rate only for the period elapsed from the commencement of the call-out to the commencement of the shift. The employer may also assign an employee who may be subject to call-out a County vehicle, which the employee shall use solely for performing County business and for commuting to and from work. The assignment of the vehicle shall be voluntary, except that it may be made mandatory in the event of an emergency or if the public health or safety may be in jeopardy. The vehicle assignment may be rescinded at the

employer's discretion. If such assignment is made, the employee shall not be charged for such vehicle.

6. Overtime. Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

a. When scheduled to work five (5) days a week:

(1) All authorized work performed in excess of eight (8) hours in any work day.

(2) All authorized work performed in excess of forty (40) hours in any work week.

(3) All work performed on employee's sixth (6th) day shall be paid for at the rate of time and one-half (1-1/2) and the seventh ($7^{th}$) day at double-time rate, provided the employee has worked such overtime on the sixth ($6^{th}$) day as was offered to him or her for that day.

b. When scheduled to work four (4) days a week:

(1) All authorized work performed in excess of ten (10) hours in any work day.

(2) All authorized work performed in excess of forty (40) hours in any work week.

(3) All work performed on employee's fifth (5th) day shall be paid for at the rate of time and one-half (1-1/2) and the sixth (6th) and seventh (7th) days at the double-time rate, provided that the double-time rate shall be paid only when the employee has worked such overtime on the-fifth (5th) day as was offered to him or her on that day. If an employee declines to work on the fifth (5th) day, the sixth (6th) day shall be paid at the rate of time and one-half (1-1/2) and the seventh (7th) day at the double-time rate.

(4) Overtime worked shall be calculated in accordance with the uniform time charging provisions of Article 14.

7. Distribution. Overtime work shall be distributed equally among qualified available employees. However, employees may volunteer for overtime work. Such volunteers may be assigned a pager or to otherwise be immediately reachable by electronic means for notification purposes to avail themselves of the opportunity for overtime work. Such volunteers shall receive priority for overtime opportunities. There shall be no discrimination against any employee who declines to work overtime. Overtime work shall be voluntary except in cases where the public health, safety, and welfare may be jeopardized.

A record of overtime hours worked by or offered to each employee shall be posted on the department bulletin board each month.

8. Mileage Pay. Whenever an employee is required to work at any location other than their permanent place of reporting, they shall be paid at the IRS tax exempt reimbursement rate for the use of their personal transportation from their permanent reporting place to and from the temporary new location. All employees shall be allowed pay from the time of reporting to their permanent reporting place, and this shall end when they return to their permanent reporting place. The four permanent reporting places shall be: Yeon shops, the Ford Building, Justice Center/Courthouse, and the Donald E. Long Home.

9. Parking. Whenever employees are required to report to the Courthouse on a temporary basis in their private vehicle, the County shall provide parking.

10. Stand-by. When employees are directed to stand by on a weekend or holiday, they shall be paid four (4) hours pay for each twenty-four hour period at the

straight time rate of pay in addition to any other compensation to which they may be entitled.

11. Shift Differential. In addition to the established wage rates, the County shall pay an hourly premium of fifty cents ($0.50) to employees for all hours worked on shifts beginning between the hours of 3:00 p.m. and 11:00 p.m. For all hours worked on shifts beginning between 11:00 p.m. and 6:00 a.m., the County shall pay an hourly premium of sixty cents ($0.60) to employees for each hour worked during that period. Relief shifts will be paid sixty-five cents ($0.65) per hour for all hours worked.

## ARTICLE 16

## DISCIPLINARY ACTION

1. Employees may be subject to disciplinary action by suspension, oral or written reprimand, demotion, reduction in pay, or dismissal; provided, however, that such action shall take effect only after the appointing authority gives written notice of the action and cause to the employee and mails such notice to the Union. This notice provision shall not apply to oral or written reprimands; provided, however, that a copy of any written reprimand must be mailed to the Union on the date of issuance.

2. Any permanent, non-probationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to appeal the action through the Grievance Procedure. The standard of review of disciplinary actions appealed under this section shall be the "in good faith for cause" standard.

3. Personnel Files.

a. An employee or his or her representative, with written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or his or her authorized representative shall be given a copy of any materials in his or her personnel file.

b. Except as provided below, an employee may request and have removed from his or her personnel file any letter of reprimand more than two (2) years old.

c. A single letter imposing discipline more severe than a letter of reprimand which is more than five (5) years old will be removed from an employee's personnel file upon his or her request.

d. If there is more than one letter imposing discipline which is more severe than a letter of reprimand on file, none of the disciplinary letters may be removed until the most recent disciplinary letter is more than five (5) years old. At that time, it and all previous disciplinary letters will be removed from the employee's personnel file upon request. For purposes of this subsection, "letter" includes attachments.

## ARTICLE 17

## SETTLEMENT OF DISPUTES

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

Step I: After first attempting to resolve the grievance informally, any employee or the Union may present in writing such grievance to the employee's section or division head through the immediate supervisor within ten (10) working days of the alleged contractual violation. If, at the time of the alleged violation, the employee or his or her representative is unaware of its occurrence, a grievance may be presented in writing within ten (10) working days of the time the employee first has knowledge or should have had knowledge of its occurrence. A grievance may not be initiated concerning an event after sixty (60) days have elapsed; however, in no way is this provision to be interpreted as affecting the pursuance of grievances which are of a continuing nature (i.e., the breach continues and is not a single isolated incident). The grievance notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The supervisor shall then attempt to adjust the matter and respond, in writing, to the employee or his or her representative within ten (10) working days.

Step II: If the grievance has not been answered or resolved, it may be presented in writing by the employee or his or her representative to the department head within ten (10) working days after the response is due from the supervisor. The department head shall respond to the employee or his or her representative, in writing, within ten (10) working days.

Step III: If the grievance has not been answered or resolved at Step II, it may be presented, in writing, by the grievant to the County Chair, or his or her designee(s), within ten (10) working days after the response of the department head is due. The County Chair, or his or her designee(s), shall respond in writing to the grievant within ten (10) working days.

County Grievances: When the County has a grievance, it may be presented in writing to the Union through the County Chair or his or her representative. The parties will each then promptly appoint two (2) persons to serve as a Board of Adjustment to consider the grievance of the County and resolve the dispute. If the Board of Adjustment is unable to resolve the dispute within ten (10) days of the notification to the Union, then the County may request arbitration under Step V of this Grievance Procedure by written notice to the other party. This procedure for County grievances is not exclusive, and the County expressly retains

the right to alternately proceed with any other action, including court proceedings, it may deem in its discretion to be advisable or warranted.

Step IV: If the grievance has not been answered or resolved at Step III, either party may, within ten (10) working days after the expiration of time limit specified in Step III, request arbitration by written notice to the other party.

Step V: Arbitration. After the grievance has been submitted to arbitration, the parties, or their representatives, shall jointly request the Oregon Mediation and Conciliation Service for a list of the names of seven (7) arbitrators. The parties shall select an arbitrator from the list by mutual agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names; the order of striking to be determined by lot. One day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.

No less than five (5) days prior to the scheduled arbitration, the parties shall submit to the designated arbitrator a signed stipulation of the issue before the arbitrator. In the event the parties are unable to stipulate the issue in dispute, each party shall, not later than four (4) days prior to the scheduled arbitration, submit to the arbitrator and the other party a signed statement of the issue that party asserts is in dispute.

The arbitrator shall be requested to begin taking evidence and testimony within a reasonable period after submission of the request for arbitration taking into account the schedules of the parties' representatives and the arbitrator and witnesses; and he or she shall be requested to issue his or her decision within thirty (30) days after the conclusion of testimony and argument. The parties hereby vest the arbitrator with authority to compel the attendance of witnesses on behalf of either party by issuance of a subpoena, the cost of which shall be borne by the party requesting the subpoena.

The arbitrator's decision shall be final and binding, but he or she shall have no power to alter, modify, amend, add to, or detract from the terms of the Contract. His or her decision shall be within the scope and terms of the Contract and in writing. Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior to the date the grievance was first filed with the supervisor, and it shall state the effective date of the award.

Expense for the arbitration shall be borne by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, on the condition that it pays for the record and makes copies available without charge to the other party and the arbitrator.

Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. A grievance may be terminated at any time upon receipt of a signed statement from the aggrieved party that the matter has been resolved.

2. Stewards and the Processing of Grievances.

a. Employees selected or elected by the Union as employee representatives shall be known as "stewards." The names of the stewards and the names of other Union representatives who may represent employees shall be certified in writing to the County by the Union. Stewards may investigate and process grievances during working hours without loss of pay. All efforts will be made to avoid disruptions and interruptions of work.

b. Departure from the established Grievance Procedure outlined in this article by any employee shall automatically nullify the Union's obligation to process the grievance.

## ARTICLE 18

## GENERAL PROVISIONS

1. No Discrimination. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, or political affiliation. It is further agreed that there will be no discrimination against the handicapped unless bona fide job related reasons exist. The Union shall share equally with the County the responsibility for applying the provisions of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

The County and the Union agree not to interfere with the rights of employees to become members or refrain from becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the County or Union or any County or Union representative against any employee because of Union membership or any employee activity in an official capacity on behalf of the Union, or for any other cause, provided such activity or other cause does not interfere with the effectiveness and efficiency of County operations in serving and carrying out its responsibility to the public.

2. Bulletin Boards. The County agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its postings of notices and bulletins to such bulletin boards. All

postings of notices and bulletins by the Union shall be factual in nature and shall be signed and dated by the individual doing the posting.

3. Visits by Union Representatives. The County agrees that the Business Manager or his or her Assistant, accredited representatives of the International Brotherhood of Electrical Workers, Local 48, AFL-CIO, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct Union business.

4. Changes in Existing Conditions. The County will solicit and be receptive to the input of the Union regarding changes in existing working conditions proposed by the County, and any such changes shall not be made for arbitrary or capricious reasons.

Any unresolved dispute as to the reasonableness of a change in existing working conditions shall be resolved through the grievance procedure.

Whenever any existing conditions are changed, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days prior to becoming effective.

5. Rules.

a. All future work rules shall be subject to discussion with the Union before becoming effective.

b. The County agrees to furnish each employee in the bargaining unit with a copy of the Collective Bargaining Agreement sixty (60) days after the signing of this Agreement.

c. The County agrees to furnish each employee in the bargaining unit with a copy of all changes to work rules thirty (30) days after they become effective.

d. The County shall provide new employees a copy of the Agreement and rules at time of hire.

e. Any dispute as to the reasonableness of any new rule, or any dispute involving discrimination in the application of new or existing rules may be resolved through the grievance procedure.

6. Tool Replacement. The County agrees to replace all tools required by the employer to be furnished by employees when such tools become damaged beyond usability or are lost or stolen while on the job. A "proof of loss by theft" statement must be signed by the employee prior to recovery for theft.

7. Uniforms and Protective Clothing. If an employee is required to wear a uniform, protective clothing, or any type of protective device, such uniform, protective clothing, or protective device shall be furnished by the County; the cost of maintaining the uniform or protective clothing or device, including initial tailoring, shall be paid by the County, in accordance with the current practice. The County will provide and maintain protective clothing for any employee required to work in sewer manholes.

8. Seniority.

a. Seniority will be determined as follows:

(1) Total length of continuous service within the affected job classification within the affected department; if a tie occurs, then

(2) Total length of continuous service within the affected Department; if a tie occurs. then

(3) Total length of continuous service within the County; if a tie occurs, then

(4) Score on the last performance evaluation awarded under the system to be developed in accordance with MCC 3.10.130; if no system exists, then score on original entrance examination.

b. In computing seniority for permanent employees, the following factors will be taken into account:

(1) Part-time work within the same classification will be counted on a pro rated hourly basis.

(2) Time spent on authorized leave without pay that exceeds thirty (30) calendar days will not count.

(3) Time spent in a trainee capacity (e.g., PEP, WIN, CETA, or other state or federally funded programs) will not be included.

(4) Time spent in classification in previous government service will be included if the employee transferred in accordance with ORS 236.610 through 236.650.

(5) Time spent on layoff will not count.

c. Seniority shall be forfeited by discharge for cause or voluntary termination.

d. On May 15 of each year, the County shall furnish to the Union sufficient copies of a seniority roster of all employees assigned to the classifications listed in Addendum A.

e. Employees may protest their seniority designation through the grievance procedure outlined in this agreement.

9. Merger and Consolidation. Prior to any merger or consolidation of any Division, Bureau, or Department by the County with any other governmental agency, the County shall notify and consult with the Union if members of the bargaining unit would be affected directly by such merger or consolidation.

10. Reduction in Force. Layoffs will be in accordance with Multnomah County Code 3.10.250 or its successor and the Personnel Rules pertaining thereto.

11. Contract Work.

a. Unless mutually agreed, the County will not contract out or subcontract any work now performed by employees covered by this Agreement when such would result in loss of employment by any bargaining unit employee(s) and the County is unable to find suitable or comparable alternate employment for the employee(s). However, this provision shall not apply to contracting out or subcontracting work such was anticipated and considered as a part of and during budget procedures.

b. If during the budget procedure contracting or subcontracting is considered, the County agrees to meet with the Union to discuss the effect of such action prior to the discussion of such proposals by the budget committee.

c. The County further agrees to meet with the Union, at its request, to explore the alternative of work force reduction by attrition. The County also agrees that, to the extent practicable, transfers shall be made to open vacancies, and re-employment of employees affected by such action shall occur for as long as they are so qualified in accordance with established layoff guidelines. The Union agrees to assist the County in minimizing the impact on such affected employees.

12. Safety Rules. When Workers are employed on electrical work in manholes or in vaults, there shall be one or more journeymen electricians present at all times to assist the employee. Workers shall be provided with all approved safety devices. On or immediately adjacent to all energized circuits of four hundred forty (440) volts or more, two (2) or more journeymen electricians must work together, as a safety measure.

The County will furnish all safety devices necessary to comply with existing and future State and Federal safety requirements. No employee shall be disciplined for refusal to violate the Safety Codes or the laws of the State of Oregon.

13. Supremacy of Contract. To the extent allowable by law, whenever a conflict arises between this agreement and Multnomah County Code 3.10 et seq. or its successor, this Agreement shall prevail.

14. Work Assignment Vacancies. Employees shall be granted at their request preference of assignment within their classification according to their respective seniority provided they are qualified to perform the duties of the assignment. Upon appointment to a new permanent work assignment, including transfers, the employee will serve a trial period of ninety (90) working days to

demonstrate his or her ability to fulfill the requirements of the assignment. If the employee does not satisfactorily fulfill the requirements of the assignment, such employee will be returned to his or her previous work assignment. Such determination of satisfactory performance within the ninety (90) day trial period will be made by management.

15. Performance Evaluation Process

a. The County may implement and maintain performance evaluation processes involving members of the bargaining unit.

b. Employees will have the right to attach a response to any evaluations in their personnel files.

c. No evaluations or employee responses will be admissible in any disciplinary or arbitration hearing.

d. All performance evaluations shall be signed by the employee's supervisor, who shall bear ultimate responsibility for the content of the evaluation.

## ARTICLE 19

## STANDARDS

The County may establish reasonable job performance standards, and may, from time to time, revise them. Such standards shall be individually stated to each affected employee, in order to assure advance comprehension and understanding of performance requirements. No employee shall be subject to disciplinary action for failure to meet standards of performance unless such employee has been fully advised of such expected performance standards in advance of the work period in question.

## ARTICLE 20

## SAVINGS CLAUSE AND FUNDING

1. Savings Clause. If any article, section, or portion thereof of this Agreement is held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

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

## ARTICLE 21

## ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by the rules and regulations of the Employee Services Division and by Multnomah County Code 3.10, or its successor. The County and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

Nothing in this article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement, nor shall the Union and the County Chair or his or her designee(s) for labor relations be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.

ARTICLE 22

TERMINATION

This Agreement shall be effective as of the 1st day of July 1998 and shall remain in full force and effect through the 30th day of June 2001, and shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing between January 1, 2001 and March 1, 2001 that it wishes to modify the agreement for any reason. The contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 3RD day of JUNE, 1999.

FOR THE UNION:

Business Manager
IBEW Local 48, AFL-CIO

MULTNOMAH COUNTY, OREGON
BOARD OF COUNTY
COMMISSIONERS:

Beverly Stein, County Chair

Serena Cruz, Commissioner

Sharron Kelley, Commissioner

Diane Linn, Commissioner

Lisa Naito, Commissioner

REVIEWED BY: Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By Kathryn A. Short
Assistant County Counsel

NEGOTIATED BY:

Darrell Murray
Labor Relations Manager
Multnomah County, Oregon

ADDENDUM A
WAGES AND CLASSIFICATIONS
ELECTRICAL WORKERS

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Effective July 1, 1998

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| | | HOURLY WAGE RATE | PENSION (6%) | WAGE + PENSION |
|---|---|---|---|---|
| CLASSIFICATION: | | | | |
| CHIEF BRIDGE ELECTRICIAN (3062) | | $25.33 | $1.52 | $26.85 |
| ELECTRICIAN(3061) ELECTRONIC TECH (6143) | | $24.12 | $1.45 | $25.57 |
| CHIEF ELECTRONIC TECH (6144) | | $26.23 | $1.57 | $27.80 |
| ELECTRONIC TECH ASST : | Step 1 | $16.68 | $1.00 | $17.68 |
| | 2 | $17.17 | $1.03 | $18.20 |
| | 3 | $17.69 | $1.06 | $18.75 |
| | 4 | $18.21 | $1.09 | $19.30 |
| | 5 | $18.79 | $1.13 | $19.92 |
| | 6 | $19.34 | $1.16 | $20.50 |
| ALARM TECHNICIAN | | $21.89 | $1.31 | $23.20 |
| ALARM TECHNICIAN ASSISTANT | Step 1: | $14.17 | $0.85 | $16.02 |
| | 2 | $14.61 | $0.88 | $15.49 |
| | 3 | $15.04 | $0.90 | $15.94 |

ADDENDUM A-2

LEADWORKER

1. In a department where three (3) or more electricians are employed or work together without on-site supervision there will be a lead worker assigned. Assignment and selection of such lead worker shall be at the sole discretion of the County.

2. If an exempt employee is not available to perform such duties or if it is otherwise deemed by the County convenient to do so, the County may assign the functions of a licensed Supervising Electrician to employees assigned as Lead worker; PROVIDED, that such employees possess the required Supervising Electrician license.

3. Employees simultaneously assigned to perform duties as Lead worker and Supervising Electrician pursuant to section 2 above shall hereafter receive a differential for all hours worked in such simultaneous assignment equal to three percent (3%) of straight-time Electrician/Electronic Technician wages, in addition to the eight and six-tenths (8.6%) differential he or she would normally receive for serving as Lead worker.

4. If the County assigns an employee as Leadworker the lead rate shall apply to any leave with pay taken by such employee after such assignment is made but before it is terminated unless the employer announces a date certain or event (e.g. return of another leadworker from leave) on which such assignment will terminate.

ADDENDUM A-3

BENCH WORK PREMIUM FOR

ELECTRONIC TECHNICIAN ASSISTANT

Subject to the limitations set forth herein, if the employer assigns an employee classified as an Electronic Technician Assistant to perform bench work and designates such assignment as eligible for premium pay, the employee shall be paid a premium equal to fifteen percent (15%) of his or her regular base hourly rate for the duration of the designated assignment. An assignment may only be designated for premium pay if, in the supervisor's judgment, the employee has the demonstrated skills and abilities to competently perform the assignment. This precludes such designation for on-the-job training given to aid in acquisition of such skills and abilities. For purposes of this Addendum A-3, "bench work" means journeyman level troubleshooting and repair of radios, sirens, Mobil Digital Terminals units, or Closed Circuit Television equipment at the component level on circuit boards.

ADDENDUM B

MULTNOMAH COUNTY OREGON

Employee Organization Membership Dues

Payroll Deduction Authorization Plan

I, _____, having voluntarily elected to become a member of (employee organization) _____, do hereby authorize Multnomah County as my employer to deduct from my accrued earnings the amount of $_____ per month. This deduction shall be made only if my accrued earnings are sufficient to cover the above amount after all other authorized payroll deductions have been made. I agree to indemnify, defend, and hold the County harmless against any claims made or suits instituted against Multnomah County as a result of this authorization. I understand that I may withdraw this authorization at such time as I terminate my membership in the above indicated employee organization or desire to make other payment arrangements directly with the employee organization involved.

Signed:_____ Date:_____
Name of Employee Month Day Year

Name of Employee Organization: _____

ADDENDUM C

COMPOSITE VERSION OF MULTNOMAH COUNTY
EXEMPT EMPLOYEE RETIREE INSURANCE POLICY
(EXHIBIT B OF ORDINANCE 534 AS AMENDED BY
ORDINANCES NOS. 629 & 670)

Retiree Medical Insurance

a. For purposes of this section, a "retiree" refers to a person who retired from the County on or after the effective date of this section and, at the time of retirement, occupied a position covered by the "Exempt" compensation plan. For purposes of this section, a "member" refers to an active employee(s) in a position covered by the "Exempt" compensation plan.

b. Except as otherwise provided by this section, retirees may continue to participate in the County medical plan available to members. Coverage of eligible dependents uniformly terminates when coverage of the retiree terminates, except as otherwise required by applicable state or federal law.

c. To the extent members are permitted to choose from among two (2) or more medical insurance plans, retirees shall be permitted to choose between the same plans under the same conditions and at the same time as apply to members. Retirees participating in the members' medical insurance plan shall be subject to the application of any change or elimination of benefits, carrier, administrator, or administrative procedure to the same extent and at the same time as are members.

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

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

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

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

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

(3) ten (10) years of continuous County service immediately preceding retirement in the event of disability retirement.

(ii) The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-fifth (55th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the employee had thirty (30) years of continuous service with employers who are members of the Oregon Public Employee Retirement System and

twenty (20) or more years of continuous County service immediately preceding retirement.

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

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

h. In addition to the other requirements of this section, continued medical plan participation or benefit of County contributions is conditioned on the retiree's continuous participation in the members' medical insurance plan from the time of retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e., 50% or 100% as applicable) of the monthly premium. Failure to continuously participate or make timely and sufficient payment of the applicable retiree portion of the monthly premium shall terminate the retiree's rights under this section. Payments by retirees of their portion of the monthly premiums under this section shall be timely if the retiree has directed PERS to regularly deduct his or her portion of the monthly premium from his or her pension check and remit the proceeds to the County's collection agent, or if it is received by the County's collection agent each month at least thirty (30) days prior to the month for which the resulting coverage will apply. The Employee Services Division shall inform the retiree at the time he or she signs up for continued medical insurance coverage of the

identity and address of the County's collection agent and shall thereafter inform the retiree of any change in collection agent at least forty-five (45) days prior to the effective date of such change.

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

APPENDIX D

MULTNOMAH COUNTY AFFIDAVIT OF MARRIAGE
OR DOMESTIC PARTNERSHIP

I, (print name of employee) _____, certify that I and (print name of spouse or domestic partner) _____ (check and complete either A. and B., whichever applies):

A. __ were legally married on (date) _____.

B. __ are and have each been the other's partner in a domestic partnership, as defined below. For purposes of this affidavit a "domestic partnership" is one consisting of two persons in which the members:

1. Jointly shared the same permanent residence for at least six (6) months immediately preceding the date of this affidavit and intend to continue to do so indefinitely;

2. Have a close personal relationship with each other;

3. Are not legally married to anyone;

4. Are each eighteen (18) years of age or older;

5. Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;

6. Were mentally competent to contract when the domestic partnership began;

7. Are each other's sole domestic partner; and,

8. Are jointly responsible for each other's common welfare including "basic living expenses." For purposes of this affidavit, "basic living expenses"

means the cost of basic food, shelter, and any other expenses of a member of the domestic partnership which are paid at least in part by a program or benefit for which the partner qualified because of domestic partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.

This affidavit terminates upon the death of the signing employee's spouse or domestic partner or by a change in circumstances attested to in this affidavit. The signing employee must notify the Employee Services Division within thirty (30) days after such death or change by filing a Statement of Termination of Marriage/Domestic Partnership. After filing of a Statement of Termination of Marriage/Domestic Partnership, the employee may not file a new Statement of Marriage/Domestic Partnership for the purpose of enrolling a new domestic partner for six (6) months from the date such statement was received by the Employee Services Division.

**NOTICE: Signing this affidavit may or may not have legal implications affecting relations between domestic partners beyond the extension of medical or dental insurance coverage for which it is intended. If you desire further information concerning the possible legal consequences of signing this form, please consult an attorney.**

I attest that the certification I have provided herein is true and correct to the best of my knowledge.

Employee's Signature _____ Date: _____

Received by: _____ Date: _____

Employee Services Division Representative

APPENDIX E

STATEMENT OF TERMINATION OF

MARRIAGE OR DOMESTIC PARTNERSHIP

I, (name of employee) _____, affirm that the Affidavit of Marriage/Domestic Partnership attested to and signed by me on (date of affidavit) _____ shall be and is terminated as of this date. Termination is due to:

___ Dissolution of marriage

___ Termination of domestic partnership

___ Death of spouse/domestic partner

I understand that I cannot file a Statement of Marriage of Domestic Partnership to enroll a new domestic partner until six (6) months following the receipt of this Statement by the Employee Services Division.

Employee's Signature :_____ Date: _____

Received by: _____ Date: _____
Employee Services Division Representative

# ADDENDUM F

# DRUG AND ALCOHOL POLICY

## I. Drug Free Workplace Act

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

## II. Holders of Commercial Drivers Licenses

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

## III. Alcohol and Drug Policy Work Rules and Discipline

### A. Conduct Warranting Discipline

1. While on duty, or on County premises, or operating County vehicles employees shall obey the work rules listed in "Section B" below. As with all work rules, violations may result in discipline per the provisions of Article 16, Disciplinary Action.

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

### B. Work Rules

#### 1. Possession, consumption, and distribution of alcohol and drugs while on duty

Employees shall:

- Not possess, consume, manufacture, distribute, cause

to be brought, dispense, or sell alcohol or alcohol containers in or to the work place except when lawfully required as part of the job. An exception will be sealed alcohol containers for gift purposes; supervisors must be notified when such containers are brought to the work place. The "work place" includes vehicles parked on County property.

- Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the work place except when lawfully required as part of the job.
- Not distribute, dispense or sell prescription medications except when lawfully required as part of the job.
- Not possess or consume prescription medications without a valid prescription.

**2. Possession, consumption, and distribution of alcohol and drugs while off duty on County premises**

Employees shall:

- Not use, possess, or distribute illegal drugs.
- Not use or distribute alcohol without authorization.

**3. Fitness for duty**

Employees shall:

- Not report for duty while "under the influence" of alcohol or drugs. An individual is considered to be "under the influence" of alcohol if a Breathalyzer test indicates the presence of alcohol at or above the .04% level. An individual is considered to be "under the influence" of drugs when testing indicates the presence of controlled substances at or above the levels applying to CDL holders.
- Not render them unfit to fully perform work duties because of the use of alcohol or illegal drugs, or because of the abuse of prescription or non-prescription medications.
- Comply with legally mandated occupational requirements, whether or not they are specifically included in this policy. For

example, by law holders of Commercial Drivers Licenses (CDL's) may not perform safety sensitive functions, such as driving, at or above the .02% level.

- Not be absent from work because of the use of alcohol or illegal drugs, or because of the abuse of prescription or non-prescription medications, except when absent to participate in a bona fide assessment and rehabilitation program while on FMLA leave.

- Inform themselves of the effects of any prescription or non-prescription medications by obtaining information from health care providers, pharmacists, medication packages and brochures, or other authoritative sources in advance of performing work duties.

- Notify their supervisors in advance when their use of prescription or non-prescription medications may interfere with the safe and efficient performance of duties.

**4. Cooperation with Policy Administration**

Employees shall:

- Not interfere with the administration of this Drug Policy. Examples include, but are not limited to, the following: tainting, tampering, or substitution of urine samples; falsifying information regarding the use of prescribed medications or controlled substances; or failure to cooperate with any tests outlined in this policy to determine the presence of drugs or alcohol.

- Provide within twenty-four (24) hours of request a current valid prescription in the employee's name for any drug or medication which the employee alleges gave rise to reasonable suspicion of being under the influence of alcohol or drugs.

- Respond fully and accurately to inquiries from the County's Medical Review Officer (MRO); authorize MRO contact with treating health care providers upon request.

- Complete any assessments or treatment programs required under this Policy.

- Sign a waiver upon request authorizing treatment

providers to disclose confidential information necessary to verify successful completion of any assessment or treatment program required under this Policy.

- Disclose promptly (upon the next working day) and fully to his/her supervisor:

i. All drug or alcohol-related arrests, citations, convictions, guilty pleas, no contest pleas or diversions which resulted from conduct which occurred while he or she was on duty, on County property, or in a County vehicle; or

ii. Any other violation of laws regulating use of alcohol and controlled substances which adversely affects an employee's ability to perform major job functions, specifically to include loss or limitation of driving privileges when the employee's job is identified as requiring a valid license.

**C. Levels of Discipline**

1. The level of discipline imposed on non-probationary employees for violation of the Alcohol and Drug Policy Work Rules above or other violations resulting from the use of alcohol or drugs will be according to the provisions of Article 16, Disciplinary Action.

2. Employees will be held fully accountable for their behavior. Use of alcohol or drugs, or alcohol or drug dependency, will not mitigate the discipline imposed for rule violations, misconduct, or poor performance except as specifically provided in the section on last chance agreements below.

3. The Parties acknowledge that, all other things being equal, certain duties imply a higher standard of accountability for compliance with the requirements of this policy than others. These duties include, but are not limited to, the following:

- carrying firearms
- work in the criminal justice system
- responsibility for public safety or the safety of co-workers
- handling narcotics or other controlled substances

- handling hazardous equipment or materials
- influencing the behavior of minors
- holding a Commercial Drivers License

4. In instances in which the County determines that an employee's conduct warrants termination, and the employee is diagnosed as having a chemical dependency by a Substance Abuse Professional (SAP) as provided for in "Section D" below, the County may offer the employee continued employment under the terms of a last chance agreement, an example of which is included as an attachment to this addendum.

a. Any Last Chance Agreement will include but not be limited to the following:

i. the requirement that the employee enroll, participate in, and successfully complete a treatment program as recommended by the Substance Abuse Professional;

ii. the right for the County to administer any number of unannounced follow up drug or alcohol tests at any time during the work day for a period of two (2) years from completion of any required treatment or education program;

iii. the signatures of the employee's supervisor, the employee, and the employee's Union representative.

b. The offer of a Last Chance Agreement will not set precedent for the discipline of other employees in the future. Any discipline incorporated in a Last Chance Agreement may not be grieved under the provisions of Article 18, Grievance Procedure.

**D. <u>Mandatory Assessment and Treatment</u>**

1. Employees who are disciplined for conduct which is related to the use of alcohol or drugs may be required to undergo assessment and to complete a program of education and/or treatment prescribed by a Substance Abuse Professional selected by the County. Employees who test positive for alcohol or controlled substances will be required to undergo assessment at the earliest opportunity,

regardless of whether disciplinary action has been taken.

2. The County will verify employees' attendance, and that the assessment and treatment have been completed. This verification and any other information concerning alcohol and drug dependency will be treated as confidential medical information per applicable state and federal law and County Administrative Procedures.

3. Policy on the use of leave for assessment and treatment will be the same as for any other illness.

**E. Return to Work Testing**

Employees who test positive for being "under the influence" of drugs may be required to test negative before returning to work. *(Note that Federal law requires CDL holders performing safety sensitive functions to undergo return to work testing after a positive alcohol or drug test.)*

## IV. Testing

### A. Basis for Testing

1. All employees may be tested:

a. based on reasonable suspicion of being "under the influence" of alcohol or prohibited drugs;

b. before returning to work after testing positive for being "under the influence" of alcohol or drugs;

c. as part of a program of unannounced follow-up testing provided for in a Last Chance Agreement.

2. An employee applying for a different County position will be subject to testing on the same basis, and using the same procedures and methods, as outside applicants.

3. Holders of Commercial Drivers Licenses shall be subject to the testing requirements of federal law, in addition to the requirements herein which apply to all employees. For example, unlike other employees, CDL holders will be subject to legally required random testing and testing following certain kinds of accidents.

B. **Establishing Reasonable Suspicion**

1. **Definition**

a. "Reasonable suspicion" is a set of objective and specific observations or facts which lead a supervisor to suspect that an employee is under the influence of drugs, controlled substances, or alcohol. Examples include, but are not limited to: slurred speech, alcohol on the breath, loss of balance or coordination, dilated or constricted pupils, apparent hallucinations, high absenteeism or a persistent pattern of unexplained absenteeism, erratic work performance, persistent poor judgment, difficulty concentrating, theft from office or from other persons, unexplained absences during office hours, or employee's admission of use of prohibited substances.

b. Lead workers who oversee day to day work activities are "supervisors" for the purposes of establishing reasonable suspicion and directing employees to be tested on that basis. This provision applies to lead workers who supervise or act as lead workers as part of their job description, (such as Corrections Records Supervisors and Maintenance Crew Leaders), as well as to those who receive premium pay under Addendum B, Lead Worker Assignment and Pay.

2. **Supervisory training**

The County will provide training to all supervisors on establishing reasonable suspicion and the nature of alcohol and drug dependency. Supervisors who have not been trained will not have the authority to direct employees to be tested on the basis of reasonable suspicion of being under the influence.

3. **Additional precautions**

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

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

b. The supervisor shall provide upon request within forty

eight (48) hours of the oral determination of "reasonable suspicion" a written specification of the grounds for reasonable suspicion; and

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

C. **Testing Methodology**

1. Testing procedures for all employees will be governed by the same standards as apply to CDL drivers under federal law. These standards include, but are not limited to, those governing sample acquisition, the chain of custody, laboratory selection, testing methods and procedures, and verification of test results.

2. In accordance with CDL standards, the County will contract with a medical doctor trained in toxicology to act as an MRO (Medical Review Officer). He or she will review preliminary positive test results with employees and any relevant health care providers before the results are reported to the County. Based on his or her professional judgment, he or she may change the preliminary test result to negative. The County will not be able to distinguish a test result that is negative by MRO intervention from any other negative result.

3. In addition to compliance with federal guidelines, the following safeguards will also be applied:

a. Test results will be issued by the MRO or the testing laboratory only to the investigatory or supervisory personnel designated by the County. The results will be sent by certified mail or hand-delivered to the employee within three working days of receipt of results by the County.

b. If an employee disagrees with the results of the alcohol or drug test, the employee may request, in writing within five (5) days of receipt of test results, that the sample be re-tested at the employee's expense by the testing laboratory. The result of any such retest will be deemed final and binding and not subject to any further test. Failure to make a timely written request for a retest shall be deemed acceptance of the test results. If an employee requests a retest, any

disciplinary action shall be stayed pending the results of the re-testing.

c. Test reports are medical records, and will be handled according to applicable state and federal law and County Administrative Procedures which insure the confidentiality of such records.

## V. Definitions

### A. Alcohol:

Ethyl alcohol and all beverages or liquids containing ethyl alcohol. Levels of alcohol present in the body will be measured using a breathalyzer test.

### B. Controlled Substance:

All forms of narcotics, depressants, stimulants, analgesics, hallucinogens, and cannabis, as classified in Schedules I-V under the Federal Controlled Substances Act (21 USC § 811-812) as modified under ORS 475.035, whose sale, purchase, transfer, use, or possession is prohibited or restricted by law.

### C. County:

Multnomah County, Oregon.

### D. Drug Paraphernalia:

Drug paraphernalia means any and all equipment, products, and materials of any kind, as more particularly defined in ORS 475.525(2), which are or can be used in connection with the production, delivery, or use of a controlled substance as that term is defined by ORS 475.005.

### E. Drug Test:

A laboratory analysis of a urine sample to determine the presence of certain prohibited drugs or their metabolites in the body.

### F. Drugs:

Controlled substances, designer drugs (drug substances not approved for medical or other use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration), and/or over-the-counter preparations available without a prescription from a medical doctor that are capable of impairing an employee's mental or physical ability to safely, efficiently, and accurately perform work duties.

G. **Medical Review Officer (MRO):**

A medical doctor trained in toxicology who contracts with employers primarily to review positive preliminary drug test results with employees. The MRO determines whether or not the results are likely to have been caused by factors other than drug abuse.

H. **On Duty:**

The period of time during which an employee is engaged in activities which are compensable as work performed on behalf of the County, or the period of time before or after work when an employee is wearing a uniform, badge, or other insignia provided by the County, or operating a vehicle or equipment which identifies Multnomah County.

I. **Prescription Medication:**

A medication for which an employee is required by law to have a valid, current prescription.

J. **Reasonable Suspicion of Being Under the Influence of Drugs or Alcohol:**

See "Section IV. B. 1. a" above.

K. **Substance Abuse Professional (SAP):**

A licensed physician, or licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

L. **Under the Influence of Alcohol:**

See "Section II. B. 2" above.

M. **Under the Influence of Drugs:**

See "Section II. B. 2" above.

LAST CHANCE AGREEMENT

The following agreement is entered into between The Employer and The Employee. Failure on the part of the employee to meet the expectations below will result in the termination of his or her employment.

1. I agree to be evaluated by a qualified alcohol/substance abuse counselor, and if required, I shall immediately enroll and continue in a bona fide alcohol/drug impatient or outpatient rehabilitation program approved by the Employer. I fully understand that should I fail to complete either the inpatient or outpatient program, my employment with The Employer will be terminated.

2. I agree to comply with and complete the conditions of my "Aftercare Plan" as recommended by my treatment counselor. If I must be absent from my aftercare session, I must notify the employer. The Employer has my permission to verify my attendance at required meetings. If I do not continue in the aftercare program, I understand that my employment will be terminated.

3. I understand that the signing of this agreement shall allow the Employer the right to communicate with my physician and/or counselors regarding my status and progress of rehabilitation and aftercare.

4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing (urinalysis or breath test) by the Employer for a period of 24 months from the date I return to work. (This time period will increase accordingly if I am absent from work, for any reason, for a cumulative period of one month or more.) I understand that if I refuse to take a drug test or if the test is positive, my employment will be terminated.

5. I agree to return to work upon successful completion of the alcohol/drug rehabilitation program.

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

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

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

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

Disciplinary Action

I understand that the disciplinary action imposed in the attached letter may not be grieved under the grievance procedure in the Local 88 contract.

Personal Commitment

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

I understand the terms and conditions of this letter. I also understand that, except as

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

| | | | |
|---|---|---|---|
| (Employee) | (Date) | (Exempt Employee With Disciplinary Authority)** | (Date) |
| (Labor Representative ) | (Date) | (Employee's Immediate Exempt Supervisor***) (optional) | ( Date) |
| (Multnomah County Labor Relations, if applicable*) | (Date) | | |

Footnotes:

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

** Always necessary.

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

MEETING DATE: June 3, 1999
AGENDA #: R-4
ESTIMATED START TIME: 9:45

(Above Space for Board Clerk's Use ONLY)

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# AGENDA PLACEMENT FORM

SUBJECT: Labor Contract Ratification

BOARD BRIEFING: DATE REQUESTED: N/A
REQUESTED BY:
AMOUNT OF TIME NEEDED:.

REGULAR MEETING: DATE REQUESTED: June 3, 1999

AMOUNT OF TIME NEEDED: 5 min.

DEPARTMENT: Support Services DIVISION: Labor Relations

CONTACT: Darrell Murray TELEPHONE #: 248-5135, ext. 22595
BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [x] APPROVAL [ ] OTHER

SUGGESTED AGENDA TITLE:

Ratification of a 1998-01 collective bargaining agreement between Multnomah County and the International Union of Operating Engineers, Local 701.

6/3/99 originals to Darrell Murray

SIGNATURES REQUIRED:

99 MAY 24 PM 3:36
OREGON

ELECTED OFFICIAL:
(OR)
DEPARTMENT MANAGER: Vicki L. Ireland

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions? Call the Board Clerk @ 248-3277

## SUPPLEMENTAL STAFF REPORT

**TO:** Board of County Commissioners

**FROM:** Darrell Murray, Labor Relations Manager, D.S.S.

**DATE:** June 3, 1999

**RE:** Ratification of 1998-2001 County-International Union of Operating Engineers (IUOE) Local 701 Collective Bargaining Agreement

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1. **Recommendation/Action Requested**: Ratify the tentative 1998-01 County-IUOE Local 701 Collective Bargaining Agreement.

2. **Background/Analysis**: The tentative 1998-01 County-IUOE Local 701 collective bargaining agreement is the result of over a year of negotiations. The main substantive changes from the pre-existing agreement are as follows:

   - **Article 2, Definitions:** The basic probationary period is extended from six to twelve months.

   - **Article 7, Holidays:** Effective July 1, 1999 two personal holidays will be folded into employees' annual vacation accrual.

   - **Article 8, Vacation Leave:** Language implements the folding of two personal holidays into vacation accrual effective July 1, 1999. Also, the parties clarified the application of seniority in vacation time bidding, allowing its application only during the annual signup.

   - **Article 11, Health and Welfare:** This article has been amended to implement a joint labor-management committee that will manage the medical and dental insurance plans in the context of a limitation on increases in employer contributions that takes effect July 1, 1999. Drug and alcohol testing policy and procedures have also been updated. Finally, the deadline for employees hired before July 1, 1992 to choose between the former retiree insurance plan and the one that replaced it in 1992 has been moved to June 30, 1999. The former plan paid 100% of the premium from age 60 to 65 for eligible retirees. The replacement plan allows payment of 50% of the premium from age 58 to 65 (age 55 with 30 years of service).

   - **Article 12, Pensions:** The bargaining unit will be placed back on PERS pick up within 60 days of contract signing.

- **Article 14, Hours of Work:** The County will have the right to include a weekend day within the regular work week schedule of new hires and current employees volunteering for such a schedule. split the days off of four day per week employees hired after the contract is signed so long as two of their days off are consecutive. Also, the language has been modified to fast track the procedure for implementing voluntary twelve-hour shift schedules.

  **Article 15, Wages:** Employees will receive a 3.2% increase retroactive to July 1, 1998. The increase will be 3% July 1, 1999, minus any offset for excess insurance premiums. In addition, employees will receive a minimum market adjustment of one-half percent (0.5%) July 1, 1999. This may be increased by the Employee Services Compensation Manager if she determines, after study of a pre-selected group of comparable employers, that such further adjustment is warranted based on weak market standing. The unit will receive a 3% increase on July 1, 2000, again minus any offsets for excess insurance premium costs.

  Shift differential will increase a dime for evening shift and a nickle for night shift.

- **Article 16, Disciplinary Action:** Purging of prior disciplinary actions from employee files will be hereafter governed by standards similar to those set out in the Local 88 general employee agreement.

- **Article 23, Termination:** The contract is for three years ending June 30, 2001.

3. **Financial Impact:** Costs arising out of this agreement are very roughly as follows, assuming no change in staffing levels over 7/1/98, and taking into account changed PERS contribution rates:

| Item | FY 98-99 | FY 99-00 | FY 00-01 |
|---|---|---|---|
| Base Wage | $20,755 | $23,427 | $20,783 |
| PERS Pickup | N/A | ($ 2,622) | N/A |
| Shift Differential | $0 | $0 | $0* |
| Rollup Costs | $3,632 | $ 4,451 | $ 4,260 |
| Health Ins. | $11,859 | $ 2,448 | $ 2,522 |
| Retiree Insurance | N/A | $3,600 | $3,600** |
| TOTALS | $36,246 | $33,926 | $31,165 |

Insurance costs assume 3% increases in employer contributions for FY 99-00 and 00-01 after equalization of rates.

*Estimated cost of shift differential reflects current practice of no employees on shifts qualifying for differential. Obviously, this amount will increase if that changes.

**These figures assume that 10 employees will elect this option, that two parties are covered in each case at an additional cost of $150 per month, that they receive a full five years of benefits, and that the cost is ammortized over 15 years. This is very likely a substantial overstatement of ultimate cost. Also, in terms of cash flow, because the amount is small, it will likely be factored into the normal 30 year ammortization schedule for the overall retiree insurance plan.

4. **Legal Issues:** None.

5. **Controversial Issues:** None.

6. **Link to Current County Policies:** This agreement is consistent with and supportive of the County's dual objectives of improving quality of services while ensuring that the County remains an excellent place to work.

7. **Citizen Participation:** N/A.

8. **Other Government Participation:** N/A.

1998-01

# AGREEMENT

Between

MULTNOMAH COUNTY, OREGON

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 701, AFL-CIO

## ARTICLE 1

## PREAMBLE

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

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

ARTICLE 2

DEFINITIONS

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

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

a. Continuous service shall include uninterrupted employment with another governmental agency accomplished in accordance with and subject to ORS 236.610 through 236.650.

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

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

3. Supervisory Employee. Means any individual having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or having responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in

connection therewith, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

4. Permanent Employee. An employee who, following an examination process, is appointed from a list of eligibles certified by the Employee Services Division to fill a position; provided that the employee shall retain such status upon temporary or permanent transfer, promotion, or demotion.

5. Probationary Employee. A permanent employee serving a one (1) year period of trial service to determine his or her suitability for continued employment, such period to begin on the date of his or her appointment to a permanent position from a certified list of eligibles. During the period of probation, the employee may be dismissed without recourse to the grievance procedure if, in the opinion of the employee's supervisor, his or her continued service would not be in the best interest of the County. The length of an employee's probationary period may not be extended by a Memorandum of Agreement under the terms of Article 20, Entire Agreement, unless the employee was absent from work for a period of six (6) months or more previous to the extension. The length of probationary periods for employees hired prior to the effective date of this Agreement shall not be affected by the terms of this definition.

5. Promotional Probationary Employee: A regular employee serving a six (6) month period of trial service upon promotion to determine his or her suitability for continued employment in the classification to which he or she was promoted, such period to begin on the date of his or her appointment to a higher classification from a certified list of eligibles. During the period of promotional probation, the

employee shall be returned to the classification and department from which he or she was promoted without recourse to the grievance procedure if, in the opinion of the employee's supervisor, his or her continued service in the classification to which he or she was promoted would not be in the best interest of the County. The length of promotional probationary period for employees promoted prior to the effective date of this Agreement shall not be affected by the terms of this definition.

6. Temporary Employee. Any nonpermanent employee who has worked less than 1044 hours in any twelve (12) consecutive months. Temporary employees shall be terminated upon completion of 1044 hours or shall be appointed to a position from a certified eligible list established by the Employee Services Division.

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

## ARTICLE 3

## RECOGNITION

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

## ARTICLE 4

## MANAGEMENT RIGHTS

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

## ARTICLE 5

## UNION SECURITY AND CHECK OFF

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

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

a. 0.5 of the current monthly union membership dues of those union members who individually request such deductions in writing on the form attached hereto as Addendum B; or

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

c. The Union expressly agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay the in-lieu-of-dues payment to a non-religious charity mutually agreed upon by the employee making such payment and the Union, or in lieu thereof, the employee shall request that such in-lieu-of-dues payment be not deducted and shall make such

payment to a charity as heretofore stated and shall furnish written proof to the Union and the County, when requested, that this has been done.

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

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

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

## ARTICLE 6

## NO STRIKE

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

## ARTICLE 7

## HOLIDAYS

1. Holidays. The following shall be recognized and observed as paid holidays for full-time employees:

- Any day the President of the United States and/or the Governor declares a holiday for all employees employed in the public sector.
- New Year's Day (January 1st)
- Dr. Rev. Martin Luther King Jr.'s Birthday (3rd Monday in January)
- Washington's Birthday (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans' Day (November 11th or date of County observance)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th)
- Four (4) hours on either Christmas Eve or New Year's Eve at the discretion of the employee with the consent of the employee's supervisor, provided that if the supervisor determines that holiday usage on either date is impracticable, the employee shall be credited with four (4) hours of Saved Holiday.
- 2 Personal Holidays for fiscal year 98-99 only which may be used at the discretion of the employee with the consent of his or her employer; PROVIDED HOWEVER, an employee must be employed for at least three (3) months before the first Personal Holiday may be used and must be employed for at least nine (9) months before the second Personal Holiday may be used. Personal and Saved Holiday time will be charged in accordance with the uniform time charging provisions of Article 14. In all cases, Saved or Personal Holidays must be taken by the end of each fiscal year (June 30th). Saved holiday time may be used at the discretion of the employee with the consent of his or her supervisor. Upon separation from service employees will be paid for unused saved holiday time acquired during the fiscal year of termination at their regular rate of pay. Beginning with fiscal year 99-00, the two (2) personal holidays which have historically been credited to employees each fiscal year will be eliminated and replaced by an offsetting increase in the vacation accrual rate as provided in Article 8 of this agreement.

2. Holiday Observance.

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

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

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

3. Holiday Pay. Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. To be eligible for holiday pay, full-time employees must be in pay status both on the day before and on the day after the observed holiday.

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

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

## ARTICLE 8

## VACATION LEAVE

1. Accrual. Each full-time employee is entitled and shall earn annual vacation leave credit from the first full pay period of employment. However, employees are not entitled to any leave with pay until they have been employed for a period of twelve (12) months of service. Vacation credits shall be earned in accordance with the following schedule:

a. Less than 10,440 straight time hours of continuous service, .0385 hours per hour worked, cumulative to 200 hours. After one (1) year of service, an employee shall be entitled to two-(2) weeks (i.e., eighty (80) hours) vacation.

b. 10,440 straight time hours, but less than 20,880 straight time hours of continuous service, .0577 hours per hour worked, cumulative to 240 hours; and shall be entitled to three (3) weeks (i.e., one hundred twenty (120) hours) vacation.

c. 20,880 straight time hours, but less than 31,320 straight time hours of continuous service, .0769 hours per hour worked cumulative to 320 hours; and shall be entitled to four (4) weeks (i.e., one hundred sixty (160) hours) vacation.

d. 31,320 or more straight time hours of continuous service, .0961 hours per hour worked cumulative to 400 hours; and shall be entitled to five-(5) weeks (i.e., two hundred (200) hours) vacation.

2. Vacation Times. Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the County and the requirement for vacation relief, employees shall have the right to determine vacation times, but in any case vacation times shall be selected on the basis of seniority; however, each employee will be permitted to exercise his or her right of seniority only once per calendar year as provided herein. Use of seniority shall be confined to

times during the same calendar year selected during the annual sign-up. The annual sign up shall occur each January, beginning on the first work day and ending on the last workday of that month. Seniority may not be used to obtain preferred vacation times after the January sign-up concludes. However, seniority may be used during the January sign-up to secure either a continuous vacation or a vacation plan consisting of two or more non-continuous week-long segments. Sign-up shall be in weekly increments. Used vacation shall be charged in accordance with the uniform time charging provisions of Article 14.

3. Termination or Death. After six (6) months of service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or his or her heirs, whichever the case may be.

4. Additional Vacation Accrual. To offset the elimination of two personal holidays as provided in Article 7 of this agreement, the accrual rates set forth in section 1, subsections a through d of this article shall be increased effective July 1, 1999 resulting in the following accrual rates under section 1 above:

Subsection a - 0.0462 hours per straight time hour worked (i.e. 96 hours vacation per full time year of straight time work);

Subsection b - 0.0654 hours per straight time hour worked (i.e. 136 hours vacation per full time year of straight time work);

Subsection c - 0.0846 hours per straight time hour worked (i.e. 176 hours vacation per full time year of straight time work);

Subsection d - 0.1038 hours per straight time hour worked (i.e. 216 hours vacation per full time year of straight time work).

The foregoing increase in accrual rate does not affect service breaks in the vacation schedule or accumulation ceilings.

## ARTICLE 9

## SICK LEAVE

1. Accrual. Employees shall accrue sick leave at the rate of .0461 hours for each hour worked, to be used in the event of their non-occupational illness or the illness of a member of their immediate household. Sick leave may be accrued on an unlimited basis.

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

2. Incentive Conversion. Full-time employees who have worked the twelve (12) months preceding June 30 of any year, may at their option, convert accrued sick leave to saved holiday time to be taken in accordance with Article 7, Section 1 subject to the following schedule:

| Hours of sick leave used in 26 pay periods preceding June 30 of any year | Allowable additional Saved Holidays |
|---|---|
| (1) None | 3 days |
| (2) 0.1 - 8 hours | 2 days |
| (3) 8.1 - 16 hours | 1 day |

3. Bereavement Leave. An employee shall be granted not more than three (3) days leave of absence with full pay in the event of death in the immediate family of the employee to make household adjustments or to attend funeral services. If such funeral is beyond 350 miles, the employee may be granted up to three (3) additional days with pay at the discretion of his or her supervisor for travel and personal

considerations. For purposes of Bereavement Leave, an employee's immediate family shall be defined as spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, or brother-in-law. In relationships other than those set forth above, under exceptional circumstances, such leave of absence may be granted by the County Chair or his or her designee(s) upon request.

4. Reporting of Sick Leave. An employee who must be absent by reason of illness or injury shall make reasonable effort to notify his or her immediate supervisor at least one (1) hour before the beginning of his or her scheduled shift.

5. Disability Insurance. Any employee covered by this Agreement may participate in the short term disability insurance program consistent with carrier contract(s), the monthly premium to be paid individually through payroll deduction.

## ARTICLE 10

## OTHER LEAVES

1. Leave of Absence. Consistent with the needs of the County, leaves of absence without pay for a limited period not to exceed thirty (30) days will be granted by an employee's appointing authority for any reasonable purpose, and such leaves may be renewed or extended for any reasonable period up to one (1) year.

Any employee who has been granted a leave of absence and who for any reason fails to return to work at the expiration of said leave of absence shall be considered as having resigned his or her position with the County, and his or her position shall thereupon be declared vacated, except and unless the employee, prior to the expiration of his or her leave of absence, has made application for and has been granted an extension of said leave or has furnished evidence that he or she is unable to return to work by reason of sickness or physical disability.

2. Jury Duty. Employees shall be granted leave with full pay in lieu of jury fees any time they are required to report for jury duty. Any payment received from the court as jury fees shall be returned to the County promptly upon receipt. If an employee is excused or dismissed prior to noon, he or she shall report for work.

3. Voting Time. Employees shall be granted two (2) hours to vote on any election day if due to shift scheduling they would not be able to vote.

4. Union Business. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the County shall, at the written request of the Union, be recommended in accordance with the leave

provisions set forth in Multnomah County Code 3.10.260 or its successor for a leave of absence exceeding thirty (30) days. Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union.

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

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

Employees may also be granted leaves of absence with or without pay for educational purposes for reasonable lengths of time to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it does not interfere with the operation of the County.

6. Military Leave. Employees who have served with the County for six (6) months or more immediately preceding an application for military leave and who are members of the National Guard or any reserve components of the Armed Forces of the United States are entitled to a leave of absence with pay from their duties for a period not exceeding fifteen (15) calendar days or eleven (11) work days in any calendar year. Employees will be granted a leave of absence without pay for any

additional time needed for the purpose of discharging their obligation of annual active duty for training in the military reserve or National Guard.

7. Reimbursement. The County will reimburse an employee for the cost of tuition for any course of study, including state-required classes to maintain or upgrade licenses, taken on the employee's own time which, in the County's judgment, is related to the employee's position and will result in improved performance, subject to the County's budgetary limitations and priorities. Employees shall apply for approval of the request for reimbursement at least five (5) days prior to the proposed enrollment. If approved prior to enrollment, the County will make reimbursement within thirty (30) days after proof of satisfactory completion of the course. In addition, the County may advance the cost of tuition and incidental expenses if, in the county's judgment, such advance is consistent with County financial and operational needs and priorities, and the employee signs an agreement that if he or she does not satisfactorily complete the course, or if his or her County employment terminates before completion of the course, the County will have the right to deduct the amount of the advance from his or her pay or use other means to collect the amount of the advance.

8. Parental Leave. An employee's entitlement to parental leave shall be governed by Oregon law and Board Resolution No. 89-111. The employee may use his or her accrued sick leave during the term of such leave as provided therein. If sick leave is exhausted, he or she may use his or her accrued unused vacation leave subject to the provisions of Article 8, Section 2 of this Agreement during the remaining period of parental leave.

ARTICLE 11

HEALTH AND WELFARE

1. Medical-Vision.

A. Unless the union elects to require out of pocket premium contributions by individual employees pursuant to section 3 of this Article 11 the County agrees to contribute monthly on behalf of each eligible employee and his or her eligible dependents the monthly premium for one of the following plans:

- The County's self-insured indemnity plan, including vision benefits, in effect when this contract is signed; or
- Any other medical/vision insurance plan approved by the Multnomah County Employee Benefits Board (MCEBB) pursuant to Section 12(H) below; or
- Any successor medical/vision insurance plan to replace any of the foregoing plans implemented upon approval of the MCEBB pursuant to section 12(H) below.

2. Dental Plan.

*A.* Unless the union elects to require out of pocket premium contributions by individual employees pursuant to section 3 of this Article the County agrees to contribute monthly on behalf of each eligible employee and his or her eligible dependents the monthly premium for one of the following plans:

- Kaiser HMO Plan (array number 2 CA);
- The County's self-insured indemnity plan in effect when this contract is signed; or

- Any other dental benefits plan approved by the Multnomah County Employee Benefits Board (MCEBB) pursuant to Section 12(H) below; or
- Any successor dental insurance plan to replace any of the foregoing plans implemented upon approval of the MCEBB pursuant to section 12(H) below.

3. The County shall pay the full premium for medical and dental coverage for fiscal year 1998-99. The County's contribution in FY 1999-2000 and 2000-01 at each level of plan participation (i.e. one party, two party or family) within each medical and dental plan shall increase three percent (3%) over the County contribution rates in effect for the preceding fiscal year after adjustment for any supplemental wage increase paid in the preceding fiscal year pursuant to this subsection 3. Thereafter, the County's contribution toward each plan at each level of participation will increase on July 1 of the applicable fiscal year by a percentage equal to the percentage increase in the consumer price index ("CPI") after adjustment for any supplemental wage increase paid in the preceding fiscal year pursuant to this subsection IV. For purposes of this article the CPI used shall be the Portland Urban and Clerical Wage earners index (CPI-W, 1982-84=100 base except 1993-95 = 100 base for reports on or after January 1, 1999) reported for the twelve (12) months ending December 31 immediately preceding the July 1 on which the contribution increase will take effect (i.e. the second-half report). Premium increases for July 1 of a fiscal year beginning on or after July 1, 1999 that exceed the amount of the increase in the County's contribution shall be paid by employees as a uniform percentage offset to the base wage rate schedule. However, for fiscal years beginning on or after July 1, 2000, the union may elect to absorb such excess costs

through individual employee payroll deduction of excess premiums. If it wishes to elect the payroll deduction option the union shall deliver written notice of such election to the County Labor Relations Manager no later than March 1 preceding the July 1 on which such premium increases are to take effect. The increase in the employees' aggregate contribution in any fiscal year by wage rate offset (or equivalent payroll deduction) shall not exceed three quarters of one percent (0.75%), calculated in accordance with the Budget Manager's memoranda described below. Premium increases in excess of this amount shall be paid by the County. If on July 1 of a fiscal year premiums decrease, or if they increase in an amount less than the increase in the County's contribution, the increase over the preceding fiscal year in the difference between the amount of the County's contribution and the premiums for the plans shall be paid to bargaining unit members as a uniform percentage wage adjustment on the wage schedule unless the County proposes and the MCEBB decides, by unanimous vote, to direct these amounts toward other Health Fund purposes. Such supplemental wage increase shall not exceed three quarters of one percent (0.75%) of the rates in effect June 30 preceding the effective date of the increase. The amount of such excess County contribution and such wage increases (or calculation of amounts available for MCEBB to redirect) or wage offsets (or amounts payable by payroll deduction) called for under this section shall be calculated and certified to the union according to the Total Compensation Costing Memorandum from the County Budget Manager to the County Labor Relations Manager dated May 18, 1998 and as supplemented by the Budget Manager's memorandum dated June 2, 1998, except that the projected annual base against

which projected annual premium deficits or surpluses are measured shall include lead pay and overtime in addition to regular straight time pay.

4. Eligibility.

a. Coverage under sections 1 and 2 of this Article shall include the employee and his or her immediate family (i.e. wife/husband and eligible children) or the employee's domestic partner and the partner's eligible dependents as provided in (b) and (c) below. Eligibility for coverage under Section 1 commences on the first of the calendar month in which the employee commences work following hire or rehire unless the employee commences work on the first calendar day of the calendar month in which case eligibility for coverage commences at the time the employee commences work. Eligibility under section 2 commences on the first of the calendar month following completion of six (6) months of continuous County service following hire or rehire. After initial qualification for coverage, termination and resumption of coverage (toward which the county contributes) shall be governed as follows:

i. Coverage At Termination. If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteenth (15th) day of the calendar month in which the employee's County employment terminates, that employee's coverage toward which the County has contributed will lapse at the end of the immediately succeeding calendar month. (Example: Employee A resigns effective July 15. Employee A's coverage will lapse July 31. Employee B resigns July 16. Employee B's coverage toward which the County has contributed will lapse August 31.

ii. Coverage When Going On Unpaid Leave. If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteenth (15th) day of the calendar month in the calendar month in which the employee's authorized leave without pay commences, coverage toward which the County has contributed will lapse at the conclusion of the calendar month in which the leave commences. If such day falls after the fifteenth (15th) of the month in which such unpaid leave commences, coverage toward which the County has contributed will lapse at the end of the immediately succeeding calendar month. (Example: Employee A's last regularly scheduled work day worked is July 15, and his or her unpaid leave commences July 16. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B's last regularly scheduled work day worked is July 16 and his or her unpaid leave commences July 17. Employee B's coverage toward which the County has contributed will lapse August 31.

iii. Coverage Upon Return from Unpaid Leave. If the employee is scheduled to and returns form an authorized unpaid leave of absence on or before the fifteenth (15th) day of the calendar month the employee's coverage toward which the County shall make its normal contribution shall be effective on the first day of that calendar month, subject to the limitations of Section 125 of the U.S. Internal Revenue Code. If the employee is scheduled to and returns from such leave without pay after the fifteenth (15th) day of the calendar month, the employee's coverage toward which the County has contributes will be effective on the first day of the immediately succeeding calendar month. (Example: Employee A's unpaid leave commences July

1 and ends July 15. Employee A's coverage toward which the County contributes does not lapse. Employee B's unpaid leave commences July 1 and ends August 7. Owing to the combination of paragraphs ii and iii of this subsection, Employee B's coverage will not lapse. Employee C's unpaid leave commences July 1 and terminates August 16. Employee C's coverage toward which the County contributes lapses July 31 and recommences September 1.)

b. Coverage of Spouses and Domestic Partners. A covered employee may enroll his or her spouse, or domestic partner with whom he or she has a domestic partnership and the partner's eligible dependents, for coverage under sections 1 and 2 of this article. A "spouse" is a person to whom the employee is married under Oregon law. A "domestic partner is a person with whom the employee has a close personal relationship and jointly shares the same permanent residence for at least six (6) months immediately preceding the date of signing an Affidavit of Marriage or Domestic Partnership with the intent to continue to do so indefinitely. In addition, the employee and the domestic partner must share the following characteristics:

- they are not legally married to anyone;
- each is at least eighteen years of age;
- they are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;
- they were mentally competent to contract when the domestic partnership began;
- they are each other's sole domestic partner

- they are jointly responsible for each other's common welfare including "basic living expenses" as defined in the Affidavit of Marriage or Domestic Partnership set forth in Addendum E of this agreement.

As a further precondition of coverage, all employees enrolling for new or changed coverage whether married or with a domestic partner, shall be required to complete, sign, and submit to the Employee Services Division a copy of the Affidavit attached hereto as Appendix D. Enrollment times and other procedures for administration of medical and dental insurance plans shall be applied to employees with domestic partners in the same manner as to married employees.

b. Coverage of Children. Eligible children of the employee or the employee's spouse or domestic partner may be enrolled in the medical and dental insurance plans described in Sections 1 and 2 above. "Eligible children" include any biologic or adoptive child under the age of 23 who is a dependent under the federal tax code, a court-appointed ward, or anyone under age 23 for whom the employee is required by court order to provide coverage. "Eligible children" may also include dependent children over age 23 who are permanently disabled, and the children of eligible children.

c. Termination of Coverage. Employees whose marriage or domestic partnership terminate[~~d~~]s must complete, sign, and file with the Employee Services Division a copy of the statement of Termination of Marriage/Domestic Partnership set forth in ADDENDUM F of this agreement within ninety (90) days of death, divorce, or dissolution of domestic partnership. In addition, employees must remove

from coverage a child who has become ineligible because he or she is 23 years old, or for any other reason within 90 days of disqualification. Pursuant to federal HIPAA regulations in effect at the signing of this agreement, employees who fail to remove an ineligible spouse, domestic partner, or child within ninety (90) days will be required to reimburse the County for premiums paid for the time the spouse, partner or child was no longer eligible for coverage.

d. Default enrollment. New employees who fail to submit timely application for "opt out" benefits under section 11 below or for enrollment into medical and dental plans described in sections 1 and 2 above will be enrolled in the indemnity plans by default. Eligible dependents of such employees may be enrolled in the same plans if the employee submits application within fifteen (15) days of receiving notice of his or her default enrollment. (NOTE: We need to incorporate as well the "new babies" provisions per HIPAA and state law.)

5. Retirees. Employees who retire from the County shall be eligible to participate in the County's retiree medical insurance program subject to the same terms, conditions, and limitations as applied to Exempt County employees at the time this Contract is executed, pursuant to Ordinance Nos. 629 and 670, set forth in Addendum C, attached hereto and by this reference incorporated herein. However, employees hired before July 1, 1992 who retire from the County with ten (10) or more years of continuous service may, in lieu of coverage under the terms of the foregoing retiree insurance provisions, elect an alternate retiree insurance benefit whereby the employer will pay 100 percent of the premium for the employee and his or her eligible dependents from age sixty (60) or date of

retirement, whichever is later, until the employee is eligible for Medicare. The election to participate in this alternative program must be made in writing, signed by the employee, and received by the Director of the County's Employee Services Division not later than June 30, 1999. An employee who elects the alternate program and who retires from the County early with ten (10) or more years continuous service may receive the employer-paid benefit beginning at age sixty (60) provided the employee continuously participates in the County's medical plan by timely payment of the full premium due from the date of retirement until age sixty (60). After such employee reaches age sixty-five (65), he or she may continue to continuously participate in the County's medical plan by timely payment of the monthly premium.

If the union elects to require out of pocket medical contributions by payroll deduction pursuant to section 3 of this Article, the employer contribution toward eligible retirees' insurance shall be 100% of the contribution it makes for an active employee on the same plan and participation level, rather than 100% of the premium, for employees hired prior to July 1, 1992 who timely elect the above-referenced alternative plan, or 50% of the contribution the employer makes for an active employee on the same plan and participation level, rather than 50% of the premium, for employees on the plan set out in Addendum C.

6. Life Insurance. The County agrees to provide each employee covered by this Agreement with term life insurance in the amount of twenty thousand dollars ($20,000). Upon retirement, employees with fifteen (15) or more years of service

will be provided with two thousand dollars ($2,000) coverage. Employees shall designate their beneficiaries.

7. Health and Welfare Labor/Management Consortium. The County and Union jointly agree to maintain a health and welfare committee/consortium to review, explore, and advise bargaining unit members in respect to fringe benefits and cost effective use of those benefits.

The County and Union will work together with the County's professional benefits consultant to maintain and further develop a state of the art health and welfare program that meets the needs of bargaining unit members, with emphasis on cost efficiency, effectiveness, and cost containment in relationship to revenues allocated for fringe benefits.

The County shall have exclusive right in determining whether or not increases to present level of benefits are within budget constraints and priorities.

8. Drug and Alcohol Policy and Procedure. Those matters concerning the County's alcohol and drug policy and procedure which are a mandatory subject of bargaining, and which are contained in Addendum F of this agreement will not be changed in application to this bargaining unit except for changes made to conform to law or agreed upon in writing by the Union and the Labor Relations Manager; provided, that the parties agree that owing to the nature of duties performed by members of this bargaining unit the employer must have a reasonable suspicion that an employee is under the influence of substances regulated by this policy and in violation of said policy before a breathalyzer test or urinalysis may be performed. However, this shall not preclude unscheduled testing during the first twenty-four

(24) months following completion of treatment pursuant to of Addendum F or at any time for those employees subject to random testing requirements under the U.S. Department of Transportation and related state Commercial Drivers License laws and regulations.

9. Long Term Disability Insurance. The County shall provide bargaining unit members with a group Long Term Disability Insurance Policy with the same terms as apply to Corrections Officers under Standard Insurance Policy No. 607217, including a ninety (90) day waiting period.

10. Medical Spending Account. he County will offer bargaining unit members the opportunity to use medical spending accounts as permitted under the Internal Revenue Code to pay eligible unreimbursed medical expenses with pre-tax funds.

11. Waiver of Coverage. The County may offer employees cash payments in such amounts and on such conditions as it deems proper in exchange for the employee agreeing to waive coverage under the medical or dental plans or both.

12. Multnomah County Employees' Benefits Board (MCEBB). The Union agrees to participate as a member of the MCEBB jointly with representatives of the County's other participating bargaining units and its non-represented employees under the provisions below:

A. Membership: Each union or association representing a bargaining unit of County employees shall, upon the effective date of an authorizing provision in their respective collective bargaining agreements, be a member of the MCEBB. In

addition, management employees will be deemed a member unit with the same voting privileges as the bargaining unit members.

B. Participation By Employees:

1. Two employee representatives from the AFSCME, Local 88 general employee bargaining unit may attend meetings with pay. In addition, the AFSCME business agent may attend.

2. Representatives from other bargaining units may attend per the provisions of their respective collective bargaining agreements. One (1) employee representative of the Local 701 bargaining unit may attend without loss of pay.

3. The Chair will appoint two exempt employees. One (1) will represent exempt employee interests and one shall represent the County's interests as an employer.

4. Other persons will attend as needed on a non-voting basis.

C. PURPOSE: The purpose of the MCEBB is to:

1. Provide a County-wide forum for education and discussion regarding Health and Welfare issues;

2. Provide a mechanism for responsibly modifying health and welfare benefits during the term of the Agreement as part of the total compensation approach detailed in sections 1 through 3 of this Article;

3. Provide a mechanism for coherently implementing legally mandated changes to the health and welfare benefits package; and

4. Constitute an interim step in a movement to a stable, long-term structure for governance of matters relating to health and welfare benefits and the Health Fund.

D. Health Fund. The County shall maintain a fund into which it pays its monthly medical, dental and vision insurance contributions and into which any employee share of the monthly cost for such insurance is paid. Premium charges, reinsurance charges, claims and other costs normally encompassed by premium or premium equivalents shall be paid from this account. This fund shall be known as the Health Fund. Funds in this account shall, while in the account, accrue interest in accordance with past practice.

E. Long-Term Cooperation:

1. Beginning no later than July 1, 1999, the County's Labor Relations Manager shall meet and confer with the Benefits Manager and a representative designated by the union to develop mutually acceptable terms for the long-term financing and joint management of the county's medical/dental/vision insurance plans. The participants shall consider whether other County insurance benefits should be included in such an arrangement. If the representatives are able to identify specific and comprehensive terms for long-term financing and joint management of the plans that, after consultation with their constituents, they believe would be acceptable to bargaining unit members and the Board of County Commissioners, they shall report such terms to the members and Board for a formal vote. If approved by the members and Board, the terms shall be implemented as provided therein.

2. If, by January 1, 2001, a long-term agreement is approved by bargaining unit members and the Board of Commissioners pursuant to 1 above, the County shall, at 11:59:59 p.m., June 30, 2001, contribute three thousand four hundred ninety-one dollars ($3,491) to an excess stabilization reserve fund; PROVIDED, that this sum may be reduced by mutual agreement to the extent that it is drawn upon in the course of securing a long-term agreement pursuant to 1 above. Excess stabilization reserve funds shall be segregated for accounting purposes from other monies and assets in the Health Fund. However, they may be used in the same manner as other money in the Health Fund.

3. If, by January 1, 2001, a long-term agreement is approved by bargaining unit members and the Board of Commissioners as provided in 1 above, and if the employee share of any premium increases has been covered in FY 99-00 and 00-01 by an offset against applicable July 1 wage increases, the County shall, at 11:59:59 p.m., June 30, 2001, prospectively increase straight time base hourly wage rates by a percentage that will restore rates to the level they would have achieved had the FY 99-00 and 00-01 offsets, if any, been only sixty percent (60%) of the offset actually implemented pursuant to Article 11, section 3 of this agreement. If the union elects to cover employee contributions by payroll deduction in lieu of such offsets in either FY 99-00 or 00-01 or both, the percentage wage increase provided by this paragraph shall be the same as if the employee premium payments had been taken in the form of wage offsets in each of those fiscal years.

F. Meetings: The MCEBB will meet no less often than quarterly.

G. Training: The County agrees that it will initially provide training concerning the operation of jointly managed health and welfare plans to at least one person designed by the bargaining unit to serve on the MCEBB, upon request by the union. After initial training, the County agrees that it will provide training to any MCEBB member designated by the union to replace the member initially trained so as to facilitate continuity. However, due to the transitional nature of the MCEBB, the County shall not be obligated to train more than two (2) members appointed by the union in any twelve month period. The union shall make all reasonable efforts to give the County advance notice of changes in its MCEBB member designation.

H. Authority: The MCEBB is authorized to endorse or veto changes to the medical and dental insurance package proposed for their consideration by the County Benefits Administrator. The Administrator will propose an effective date for each change, and they will take effect on that date if approved by the MCEBB.

I. Voting: Each bargaining unit (including management equivalent) will have one (1) vote. Each bargaining unit will designate one voting representative who will cast the unit's vote for or against a proposed change. The Chair will designate one of the two management members to cast the management unit vote. A proposed change will have been approved by the MCEBB if all MCEBB votes cast are in favor of the change.

J. Allocation of Costs and Savings to the Bargaining Unit. Unless otherwise agreed in writing by memorandum of understanding between the parties pursuant to Article 20 of this agreement, allocation of any costs or savings from the implementation of any modifications approved by the MCEBB, as specified above,

shall be on a case by case basis for those plan changes for this bargaining unit; i.e. the allocations will vary between bargaining units depending on the varied impact of changes to the particular plan design. These cost calculations shall be reasonably determined based on accepted actuarial practices by the County's Benefits Consultants. Such determination of allocation amounts will specifically be without regard to funding reserve levels, except for reasonable, legitimate, plan specific Incurred But Not Reported (IBNR) Reserves.

K. Modification of Provisions Governing the MCEBB:

1. If enabling legislation for establishment of a benefits governance board for Multnomah County employees is passed by the state legislature, the terms of this section will be replaced by the requirements of such legislation upon its effective date. However, the contribution limits of sections 1 through 3 above, and the compensation provisions of Article 14 and Addendum A, which collectively form a total compensation policy will remain in full force and effect.

2. Other structural changes to the MCEBB may be made by memoranda of agreement signed by all participating unions, Associations, and the Chair's designee for labor relations pursuant to Article 20 of this agreement.

## ARTICLE 12

## PENSIONS

1. PERS. The County shall continue to participate in the Oregon Public Employees Retirement System (PERS) pursuant to the Intergovernmental Integration Agreement between the County and PERS, dated January 22, 1982.

2. PERS "Pick-Up" and "Pick-Up" Under IRC Section 414(h)(2).

A. Effective no later than sixty (60) days after the date this agreement is signed by the parties hereto the County shall resume "pick-up" of the required 6% employee contribution to PERS as provided in ORS 237.075. The transition to the PERS pick up as provided above shall be accomplished by multiplying the rates and ranges of employees covered by this bargaining unit by 0.9434. The PERS pick up contribution and other wage-based payments under this agreement shall be premised on the resulting figures. The parties acknowledge that the PERS pick up payment is inapplicable to employees who are not PERS members due to insufficient service. If for any reason the ORS 238.204 "employer pick-up" is no longer legally available the County shall on the last payroll period of this Agreement increase employee wages by six percent (6%) and return to the limited "pick up" provided for prior to the resumption of PERS pick-up pursuant to this section, including but not limited to the terms of compensation for non-PERS members.

(B) Until the County resumes pick up of PERS contributions under ORS 237.075 as provided above, to the extent allowable by law, the required employee contribution of 6% of wages to PERS is deemed to be "picked up" by the County for

limited purposes of Section 414(h)(2) of the Internal Revenue Code and any related state or federal tax policies but for other purposes, the contribution shall be considered to have been by the employee, and payment by the employee of the 6% contribution through payroll deduction is mandatory for each employee who is a member of PERS. Employees do not have the option of receiving the wage payment in cash and paying the PERS contribution directly. The taxable wages of employees on the W-2 form for federal and state income tax purposes will not include the contribution to PERS.

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

## ARTICLE 13

## WORKERS' COMPENSATION AND SUPPLEMENTAL BENEFITS

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

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

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

a. Supplemental benefits shall only be payable for those days compensable under Worker's Compensation Law as time loss on an approved claim.

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

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

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

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

5. If a Worker's Compensation claim which has been denied is later held compensable upon appeal, any time loss benefits shall be reimbursed by the

employee to the County and the employee's sick leave account credited with an equivalent number of days.

6. Nothing in this article may be construed to permit borrowing of sick leave not accrued by and available to the employee.

7. The County shall continue to provide medical and dental benefits for employee and dependent(s) from the first day of occupational disability subject to the limitations of the Health and Welfare Article, if any, for a period of one year.

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

## ARTICLE 14

## HOURS OF WORK

1. Work Day.

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

b. Employees on a five (5) day per week work schedule shall work eight (8) hours per day excluding the meal period. (Winter Schedule)

c. Employees on a four (4) day per week work schedule shall work ten (10) hours per day excluding meal period. (Summer Schedule)

2. Work Week.

a. Regular. Except as provided herein, the regular work week shall consist of consecutive days, Monday through Friday, of the same number of consecutive hours per day with consecutive days off. Employees hired on or after July 1, 1998 for such schedules may be required by the County to work a regular work week that includes Saturday or Sunday but not both. Employees hired before that date who wish to volunteer for such schedules may do so and management may permit the employee to work such a schedule. However, by volunteering for such a schedule, an employee hired before July 1, 1998 will be treated as if he or she was hired on or after July 1, 1998 for purposes of this subsection. In no case shall the work week be for more than forty (40) hours, excluding the meal period.

b. Continuous Operations. Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an

operation for which there is regularly scheduled work for twenty-four (24) hours a day, seven (7) days a week. The work week for employees engaged in continuous operations shall consist of five (5) consecutive days, with two (2) designated days off.

3. Work Schedules. Work schedules showing the employee's shift, work days, and hours shall be posted on all department bulletin boards at all times. All employees shall be scheduled to work on a regular work shift and each shift shall have regular starting and quitting times. Except for emergency situations and during the duration of the emergency, work schedules for any work shift shall not be changed unless the changes are posted for ten (10) work days.

4. Reduced Work Week. In the event that the financial budget situation of the County requires a reduced work week for employees covered by this Agreement, the parties agree to meet and discuss scheduling problems which may arise. Such meeting shall be held prior to implementation of the reduced work week.

5. Rest Periods. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. Rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever feasible. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on the next succeeding shift when it is anticipated the overtime is expected to extend a minimum of one and one-half (1-1/2) hours. In addition, they shall be granted the regular rest period that occurs during the shift.

6. Meal Periods. All employees shall be granted a meal period of not less than thirty (30) minutes during each work shift. Whenever practicable, meal periods shall be scheduled in the middle of the shift. The County shall provide a meal to any employee who is requested to and does work two (2) hours beyond his or her regular quitting time.

7. Uniform Time Charging Provisions

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

(1) 0 - 7 minutes rounds to 0 hours

(2) 8 - 15 minutes rounds to 1/4 hour

b. Applications

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

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

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

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

8. Clean-Up Time. Employees occupying labor, trades, or craft positions shall be granted adequate personal clean-up time prior to the end of each work shift. The County shall provide the required facilities for the employee's clean-up. Neither party to this Agreement shall construe "clean-up time" to mean "quit-early time" or "leave-early time."

ARTICLE 15

WAGES

1. Wages and Classification Schedule

A. Wage Rates for FY 1998-99. Effective retroactive to and including July 1, 1998, 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 and two-tenths percent (3.20%) effective July 1, 1998

B. Wage Rates for FY 1999-2000. Subject to the terms of Article 11, section 3 of this agreement, the July 1, 1998 rates set forth in Addendum A, as adjusted upon implementation of the PERS pick up, shall be increased three percent (3.0%) on July 1, 1999

c. Wage Rates for FY 2000-2001. Subject to the terms of Article 11, section 3 of this agreement, the July 1, 1998 wage rates set forth in Addendum A, as adjusted upon implementation of the PERS pick up and as adjusted pursuant to Subsection b of this section, shall be further increased on July 1, 2000 by three percent (3.0%).

d. New Classifications. When any position covered by this Agreement not listed on the wage schedule is established, the County may designate a job classification and pay rate for the position. In the event the Union does not agree that the classification and/or rate is proper, the Union shall have the right to submit the issue as a grievance at Step III of the Grievance Procedure.

e. Work in a Higher Classification. Whenever a supervisor instructs an employee to replace another employee in a higher classification to replace another

employee in a higher classification and perform such work for more than one (1) shift, the employee shall be paid for all such work at the rate of pay assigned to the higher classified work in the appropriate step, according to the promotional policy, if any.

f. Reopener. In the event that the County's estimated general fund resources in the executive budget for fiscal year 1999-2000 or 2000-2001 fall ten percent (10%) or more below the estimated general fund resources in the preceding year's executive budget, any wage or benefit increase not implemented at the time of such determination shall not be implemented and negotiations will commence within a reasonable period thereafter for substitute terms for such increase not implemented.

g. Provisional Wage Rate. Notwithstanding any term of this agreement to the contrary, until the County resumes the PERS pick up as provided in article 12 above, employees who are not members of PERS shall be paid a base wage rate 94.3% of that which they would otherwise be paid under this agreement until they become PERS members. After the return to the PERS pick up, the employee shall earn 100% of the base wage rate for the classification.

2. Pay Period. Employees shall be paid on a twice a month basis. The pay periods shall be the 1st through the 15th of each month and the 16th through the end of each month. Employees will be paid on the 15th of each month for hours worked during the second pay period of the preceding month, and on the last business day of each month for hours worked during the first full pay period of that

month; provided, however, that if either date falls on Saturday, Sunday, or Holiday, the pay date will be the preceding business day.

3. Hazardous or Obnoxious Work.

a. Employees performing hazardous or obnoxious work, not a part of their normal duties, shall be paid a premium of one dollar ($1.00) per hour in addition to their regular rate of pay for all hours during which they are required to perform this type of work. This pay shall be in addition to any other rate that may apply to the job. The job classification to which this provision shall apply shall be mutually agreed upon by the Union and the County. If the parties cannot agree, the matter shall be submitted as a grievance at Step III of the grievance procedure.

b. An employee assigned to operate window washing scaffolding while suspended along side of the Justice Center (normally at a height well in excess of 90 feet above the ground) shall be compensated for such work at double his or her straight time hourly rate. When such work is performed on an overtime basis or on a holiday, the rate of pay shall be triple the straight time hourly rate.

4. Reporting Time. Any employee who is scheduled to report for work and who presents himself for work as scheduled, but where work is not available for him, shall be excused from duty and paid at his regular rate for a day's work

5. Call-In Time. Any employee called to work outside his or her regular shift shall be paid for a minimum of four (4) hours at the rate of time and one-half (1.5) except that an employee called to work within two (2) hours of the commencement of his or her scheduled shift shall be paid at the rate of one and one-half (1.5) times the employee's regular straight time rate only for the period elapsed

from the commencement of the call-out to the commencement of the shift. The employer may also assign an employee who may be subject to call-out a County vehicle which the employee shall use solely for performing County business and for commuting to and from work. The assignment of the vehicle shall be voluntary, except that it may be made mandatory in the event of an emergency or if the public health or safety may be in jeopardy. The vehicle assignment may be rescinded at the employer's discretion. If such assignment is made, the employee shall not be charged for such vehicle.

6. Overtime. Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

a. When scheduled to work five (5) days a week:

(1) All authorized work performed in excess of eight (8) hours in any work day.

(2) All authorized work performed in excess of forty (40) hours in any work week.

(3) All work performed on employee's sixth (6th) day shall be paid for at the rate of time and one-half (1-1/2) and the seventh ($7^{th}$) day at double-time rate, provided the employee has worked such overtime on the sixth ($6^{th}$) day as was offered to him for that day.

b. When scheduled to work four (4) days a week:

(1) All authorized work performed in excess of ten (10) hours in any work day.

(2) All authorized work performed in excess of forty (40) hours in any work week.

(3) All work performed on employee's fifth (5th) day shall be paid for at the rate of time and one-half (1-1/2) and the sixth (6th) and seventh (7th) days at the double-time rate, provided that the double-time rate shall be paid only when the employee has worked such overtime on the-fifth (5th) day as was offered to him or her on that day. If an employee declines to work on the fifth (5th) day, the sixth (6th) day shall be paid at the rate of time and one-half (1-1/2) and the seventh (7th) day at the double-time rate.

(4) Overtime worked shall be calculated in accordance with the uniform time charging provisions of Article 14.

7. Distribution. Overtime work shall be distributed equally among qualified available employees. However, employees may volunteer for overtime work. Such volunteers may be assigned a pager or to otherwise be immediately reachable by electronic means for notification purposes to avail themselves of the opportunity for overtime work. Such volunteers shall receive priority for overtime opportunities. There shall be no discrimination against any employee who declines to work overtime. Overtime work shall be voluntary except in cases where the public health, safety, and welfare may be jeopardized.

A record of overtime hours worked by or offered to each employee shall be posted on the department bulletin board each month.

8. Mileage Pay. Whenever an employee is required to work at any location other than their permanent place of reporting, they shall be paid at the IRS tax exempt reimbursement rate for the use of their personal transportation from their permanent reporting place to and from the temporary new location. All employees shall be allowed pay from the time of reporting to their permanent reporting place, and this shall end when they return to their permanent reporting place. The four

permanent reporting places shall be: Yeon shops, the Ford Building, Justice Center/Courthouse, and the Donald E. Long Home.

9. Shift Differential. In addition to the established wage rates, the County shall pay an hourly premium of fifty cents ($0.50) to employees for all hours worked on shifts beginning between the hours of 3:00 p.m. and 11:00 p.m. For all hours worked on shifts beginning between 11:00 p.m. and 6:00 a.m., the County shall pay an hourly premium of sixty cents ($0.60) to employees for each hour worked during that period. Relief shifts will be paid sixty-five cents ($0.65) per hour for all hours worked.

10. Market Adjustment And Study. The County shall conduct a study comparing the County's total compensation structure for each classification covered by this agreement with the total compensation paid and actually in effect July 1, 1999, for comparable classifications by the State of Oregon, Washington County, Clackamas County, the Portland Housing Authority, the City of Portland, Metro, and the City of Gresham. Such study shall be completed no later than October 1, 1999. If, in the County's judgment, the total compensation of employees in any of the classifications covered by this agreement is below the overall average for the above cited employers for the same classification, the base wage rates for employees in such classification shall be increased retroactive to July 1, 1999 by the extent deemed by the County sufficient to achieve the average. However, in no event will the adjustment be less than one-half of one percent of June 30, 1999 base wage rates for each classification covered by this agreement.

## ARTICLE 16

## DISCIPLINARY ACTION

1. Employees may be subject to disciplinary action by suspension, oral or written reprimand, demotion, reduction in pay, or dismissal; provided, however, that such action shall take effect only after the appointing authority gives written notice of the action and cause to the employee and mails such notice to the Union. This notice provision shall not apply to oral or written reprimands; provided, however, that a copy of any written reprimand must be mailed to the Union on the date of issuance.

2. Any permanent, non-probationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to appeal the action through the Grievance Procedure.

The standard of review of disciplinary actions appealed under this section shall be the "in good faith for cause" standard.

3. Personnel Files.

a. An employee or his or her representative, with written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or his or her authorized representative shall be given a copy of any materials in his or her personnel file.

b. Except as provided below, an employee may request and have removed from his or her personnel file any letter of reprimand more than two (2) years old.

c. A single letter imposing discipline more severe than a letter of reprimand which is more than five (5) years old will be removed from an employee's personnel file upon his or her request.

d. If there is more than one letter imposing discipline which is more severe than a letter of reprimand on file, none of the disciplinary letters may be removed until the most recent disciplinary letter is more than five (5) years old. At that time, it and all previous disciplinary letters will be removed from the employee's personnel file upon request. For purposes of this subsection, "letter" includes attachments.

## ARTICLE 17

## SETTLEMENT OF DISPUTES

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

Step I: After first attempting to resolve the grievance informally, any employee or the Union may present in writing such grievance to the employee's section or division head through the immediate supervisor within ten (10) working days of the alleged contractual violation. If, at the time of the alleged violation, the employee or his or her representative is unaware of its occurrence, a grievance may be presented in writing within ten (10) working days of the time the employee first has knowledge or should have had knowledge of its occurrence. A grievance may not be initiated concerning an event after sixty (60) days have elapsed; however, in no way is this provision to be interpreted as affecting the pursuance of grievances which are of a continuing nature (i.e., the breach continues and is not a single isolated incident). The grievance notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The supervisor shall then attempt to adjust the matter and respond, in writing, to the employee or his or her representative within ten (10) working days.

Step II: If the grievance has not been answered or resolved, it may be presented in writing by the employee or his or her representative to the department head within ten (10) working days after the response is due from the supervisor. The department head shall respond to the employee or his or her representative, in writing, within ten (10) working days.

Step III: If the grievance has not been answered or resolved at Step II, it may be presented, in writing, by the grievant to the County Chair, or his or her designee(s), within ten (10) working days after the response of the department head is due. The County Chair, or his or her designee(s), shall respond in writing to the grievant within ten (10) working days.

County Grievances: When the County has a grievance, it may be presented in writing to the Union through the County Chair or his or her representative. The parties will each then promptly appoint two (2) persons to serve as a Board of Adjustment to consider the grievance of the County and resolve the dispute. If the Board of Adjustment is unable to resolve the dispute within ten (10) days of the notification to the Union, then the County may request arbitration under Step V of this Grievance Procedure by written notice to the other party. This procedure for County grievances is not exclusive, and the County expressly retains the right to alternately proceed with any other action, including court proceedings, it may deem in its discretion to be advisable or warranted.

Step IV: If the grievance has not been answered or resolved at Step III, either party may, within ten (10) working days after the expiration of time limit specified in Step III, request arbitration by written notice to the other party.

Step V: Arbitration. After the grievance has been submitted to arbitration, the parties, or their representatives, shall jointly request the Oregon Mediation and Conciliation Service for a list of the names of seven (7) arbitrators. The parties shall select an arbitrator from the list by mutual agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names; the order of striking to be determined by lot. One day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.

No less than five (5) days prior to the scheduled arbitration, the parties shall submit to the designated arbitrator a signed stipulation of the issue before the arbitrator. In the event the parties are unable to stipulate the issue in dispute, each party shall, not later than four (4) days prior to the scheduled arbitration, submit to the arbitrator and the other party a signed statement of the issue that party asserts is in dispute.

The arbitrator shall be requested to begin taking evidence and testimony within a reasonable period after submission of the request for arbitration taking into account the schedules of the parties' representatives and the arbitrator and witnesses; and he or she shall be requested to issue his or her decision within

thirty (30) days after the conclusion of testimony and argument. The parties hereby vest the arbitrator with authority to compel the attendance of witnesses on behalf of either party by issuance of a subpoena, the cost of which shall be borne by the party requesting the subpoena.

The arbitrator's decision shall be final and binding, but he or she shall have no power to alter, modify, amend, add to, or detract from the terms of the Contract. His or her decision shall be within the scope and terms of the Contract and in writing. Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior to the date the grievance was first filed with the supervisor, and it shall state the effective date of the award.

Expense for the arbitration shall be borne by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, on the condition that it pays for the record and makes copies available without charge to the other party and the arbitrator.

Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. A grievance may be terminated at any time upon receipt of a signed statement from the aggrieved party that the matter has been resolved.

2. Stewards and the Processing of Grievances.

a. Employees selected or elected by the Union as employee representatives shall be known as "stewards." The names of the stewards and the names of other Union representatives who may represent employees shall be certified in writing to the County by the Union. Stewards may investigate and process grievances during working hours without loss of pay. All efforts will be made to avoid disruptions and interruptions of work.

b. Departure from the established Grievance Procedure outlined in this article by any employee shall automatically nullify the Union's obligation to process the grievance.

## ARTICLE 18

## GENERAL PROVISIONS

1. No Discrimination.

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, or political affiliation. It is further agreed that there will be no discrimination against the handicapped unless bona fide job related reasons exist. The Union shall share equally with the County the responsibility for applying the provisions of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

The County and the Union agree not to interfere with the rights of employees to become members or refrain from becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the County or Union or any County or Union representative against any employee because of Union membership or any employee activity in an official capacity on behalf of the Union, or for any other cause, provided such activity or other cause does not interfere with the effectiveness and efficiency of County operations in serving and carrying out its responsibility to the public.

2. Bulletin Boards.

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

3. Visits by Union Representatives.

The County agrees that the Business Manager or his or her Assistant, accredited representatives of the International Brotherhood of Operating Engineers, Local 701, AFL-CIO, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct Union business.

4. Changes in Existing Conditions.

The County will solicit and be receptive to the input of the Union regarding changes in existing working conditions proposed by the County, and any such changes shall not be made for arbitrary or capricious reasons.

Any unresolved dispute as to the reasonableness of a change in existing working conditions shall be resolved through the grievance procedure.

Whenever any existing conditions are changed, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days prior to becoming effective.

5. Rules.

a. All future work rules shall be subject to discussion with the Union before becoming effective.

b. The County agrees to furnish each employee in the bargaining unit with a copy of the Collective Bargaining Agreement sixty (60) days after the signing of this Agreement.

c. The County agrees to furnish each employee in the bargaining unit with a copy of all changes to work rules thirty (30) days after they become effective.

d. The County shall provide new employees a copy of the Agreement and rules at time of hire.

e. Any dispute as to the reasonableness of any new rule, or any dispute involving discrimination in the application of new or existing rules may be resolved through the grievance procedure.

6. Tool Replacement.

The County agrees to replace all tools required by the employer to be furnished by employees when such tools become damaged beyond usability or are lost or stolen while on the job. A "proof of loss by theft" statement must be signed by the employee prior to recovery for theft.

7. Uniforms and Protective Clothing.

If an employee is required to wear a uniform, protective clothing, or any type of protective device, such uniform, protective clothing, or protective device shall be furnished by the County; the cost of maintaining the

uniform or protective clothing or device, including initial tailoring, shall be paid by the County, in accordance with the current practice. The County will provide and maintain protective clothing for any employee required to work in sewer manholes.

8. Seniority.

a. Seniority will be determined as follows:

(1) Total length of continuous service within the affected job classification within the affected department; if a tie occurs, then

(2) Total length of continuous service within the affected Department; if a tie occurs, then

(3) Total length of continuous service within the County; if a tie occurs, then

(4) Score on the last performance evaluation awarded under the system to be developed in accordance with MCC 3.10.130; if no system exists, then score on original entrance examination.

b. In computing seniority for permanent employees, the following factors will be taken into account:

(1) Part-time work within the same classification will be counted on a pro rated hourly basis.

(2) Time spent on authorized leave without pay that exceeds thirty (30) calendar days will not count.

(3) Time spent in a trainee capacity (e.g., PEP, WIN, CETA, or other state or federally funded programs) will not be included.

(4) Time spent in classification in previous government service will be included if the employee transferred in accordance with ORS 236.610 through 236.650.

(5) Time spent on layoff will not count.

c. Seniority shall be forfeited by discharge for cause or voluntary termination.

d. On May 15 of each year, the County shall furnish to the Union sufficient copies of a seniority roster of all employees assigned to the classifications listed in Addendum A.

e. Employees may protest their seniority designation through the grievance procedure outlined in this agreement.

9. Reduction in Force.

Layoffs will be in accordance with Multnomah County Code 3.10.250 or its successor and the Personnel Rules pertaining thereto.

10. Contract Work.

a. Unless mutually agreed, the County will not contract out or subcontract any work now performed by employees covered by this Agreement when such would result in loss of employment by any bargaining unit employee(s) and the County is unable to find suitable or comparable alternate employment for the employee(s). However, this provision shall not apply to contracting out or subcontracting work such was anticipated and considered as a part of and during budget procedures.

b. If during the budget procedure contracting or subcontracting is considered, the County agrees to meet with the Union to discuss the effect of such action prior to the discussion of such proposals by the budget committee.

c. The County further agrees to meet with the Union, at its request, to explore the alternative of work force reduction by attrition. The County also agrees that, to the extent practicable, transfers shall be made to open vacancies, and re-employment of employees affected by such action shall occur for as long as they are so qualified in accordance with established layoff guidelines. The Union agrees to assist the County in minimizing the impact on such affected employees.

11. Shift Assignment.

Whenever there is more than one shift within the same job classification, employees shall be granted, at their request, preference of shift including days off according to their respective seniority within the affected classification of the division; provided, however, that following original selection of shift, changes may be made only when a vacancy occurs on another shift, and further provided that the employee is qualified to perform the duties set forth in the job description for the position on the other shift.

Disputes concerning the qualifications of an employee to select a shift may be filed as a grievance in accordance with Article 17.

12. Safety Rules.

The County will furnish all safety devices necessary to comply with existing and future State and Federal Safety requirements. No employee will be disciplined for refusal to violate the Safety Codes or the Laws of the State of Oregon.

13. Supremacy of Contract.

To the extent allowable by law, whenever a conflict arises between this Agreement and Multnomah County Code 3.10 et. seq. or its successor, this Agreement shall prevail.

14. Performance Evaluation Process

a. The County may implement and maintain performance evaluation processes involving members of the bargaining unit.

b. Employees will have the right to attach a response to any evaluations in their personnel files.

c. No evaluations or employee responses will be admissible in any disciplinary or arbitration hearing.

d. All performance evaluations shall be signed by the employee's supervisor, who shall bear ultimate responsibility for the content of the evaluation.

## ARTICLE 19

## SAVINGS CLAUSE AND FUNDING

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

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

## ARTICLE 20

## ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by the rules and regulations of the Employee Services Division and by Multnomah County Code 3.10, or its successor. The County and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

Nothing in this article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement, nor shall the Union and the County Chair or his or her designee(s) for labor relations be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.

## ARTICLE 21

## TERMINATION

This Agreement shall be effective as of the 1st day of July, 1998 and shall remain in full force and effect through the 30th day of June, 2001, and shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing between January 1, 2001, and March 1, 2001 that it wishes to modify the agreement for any reason. The contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 3RD day of JUNE, 1999.

FOR THE UNION:

Business Manager-Fin. Secy.
IUOE Local 701, AFL-CIO

MULTNOMAH COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

Beverly Stein, County Chair

Sharron Kelley
Commissioner

Dave McCann
Commissioner

Serena Cruz
Commissioner

REVIEWED BY: THOMAS SPONSLER County Counsel
For Multnomah County, Oregon

Lisa Naito
Commissioner

By Kathryn A. Short
Assistant County Counsel

NEGOTIATED BY:

Darrell Murray
Labor Relations Manager
Multnomah County, Oregon

ADDENDUM A
WAGES AND CLASSIFICATIONS
OPERATING ENGINEERS

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Effective July 1, 1998

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| | HOURLY WAGE RATE | PENSION (6%) | WAGE + PENSION |
|---|---|---|---|
| CLASSIFICATION: | | | |
| PLANT MAINTENANCE ENGINEER (6120) | $19.42 | $1.17 | $20.59 |
| HVAC ENGINEER (6121) | $20.58 | $1.24 | $21.82 |

The County may assign an employee to serve as Facilities Maintenance Engineer Leadworker to perform certain limited supervisory duties including laying out the work for other employees, balancing and directing the work, reviewing the work and employee conduct for adherence to standards and rules, and making such reports as may be required to exempt supervisory employees. Leadworkers do not impose formal discipline. Assignment and selection of such Leadworker shall be at the sole discretion of the County. An employee assigned as a Facilities Maintenance Engineer Leadworker shall be paid a premium of nine percent (9%) over his or her base hourly wage rate for the duration of the assignment.

ADDENDUM B

MULTNOMAH COUNTY OREGON

Employee Organization Membership Dues

Payroll Deduction Authorization Plan

I, _____, having voluntarily elected to become a member of _____

, do hereby authorize Multnomah County as my employer to deduct from my accrued earnings the amount of $_____ per month.

This deduction shall be made only if my accrued earnings are sufficient to cover the above amount after all other authorized payroll deductions have been made.

I agree to indemnify, defend, and hold the County harmless against any claims made or suits instituted against Multnomah County as a result of this authorization.

I understand that I may withdraw this authorization at such time as I terminate my membership in the above indicated employee organization or desire to make other payment arrangements directly with the employee organization involved.

Signed:_____ Date:_____

Name of Employee Month Day Year

Name of Employee Organization: _____

ADDENDUM C

COMPOSITE VERSION OF MULTNOMAH COUNTY

EXEMPT EMPLOYEE RETIREE INSURANCE POLICY

(EXHIBIT B OF ORDINANCE 534 AS AMENDED BY

ORDINANCES NOS. 629 & 670)

Retiree Medical Insurance

a. For purposes of this section, a "retiree" refers to a person who retired from the County on or after the effective date of this section and, at the time of retirement, occupied a position covered by the "Exempt" compensation plan. For purposes of this section, a "member" refers to an active employee(s) in a position covered by the "Exempt" compensation plan.

b. Except as otherwise provided by this section, retirees may continue to participate in the County medical plan available to members. Coverage of eligible dependents uniformly terminates when coverage of the retiree terminates, except as otherwise required by applicable state or federal law.

c. To the extent members are permitted to choose from among two (2) or more medical insurance plans, retirees shall be permitted to choose between the same plans under the same conditions and at the same time as apply to members. Retirees participating in the members' medical insurance plan shall be subject to the application of any change or elimination of benefits, carrier, administrator, or administrative procedure to the same extent and at the same time as are members.

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

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

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

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

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

(3) ten (10) years of continuous County service immediately preceding retirement in the event of disability retirement.

(ii) The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-fifth (55th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the employee had thirty (30) years of continuous service with employers who are members of the Oregon Public Employee Retirement System and

twenty (20) or more years of continuous County service immediately preceding retirement.

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

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

h. In addition to the other requirements of this section, continued medical plan participation or benefit of County contributions is conditioned on the retiree's continuous participation in the members' medical insurance plan from the time of retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e., 50% or 100% as applicable) of the monthly premium. Failure to continuously participate or make timely and sufficient payment of the applicable retiree portion of the monthly premium shall terminate the retiree's rights under this section. Payments by retirees of their portion of the monthly premiums under this section shall be timely if the retiree has directed PERS to regularly deduct his or her portion of the monthly premium from his or her pension check and remit the proceeds to the County's collection agent, or if it is received by the County's collection agent each month at least thirty (30) days prior to the month for which the resulting coverage will apply. The Employee Services Division shall inform the retiree at the time he or she signs up for continued medical insurance coverage of the

identity and address of the County's collection agent and shall thereafter inform the retiree of any change in collection agent at least forty-five (45) days prior to the effective date of such change.

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

APPENDIX D

MULTNOMAH COUNTY AFFIDAVIT OF MARRIAGE

OR DOMESTIC PARTNERSHIP

I, (print name of employee) _____,

certify that I and (print name of spouse or domestic partner) _____

(check and complete either A. and B., whichever applies):

A. __ were legally married on (date) _____.

B. __ are and have each been the other's partner in a domestic partnership, as defined below. For purposes of this affidavit a "domestic partnership" is one consisting of two persons in which the members:

1. Jointly shared the same permanent residence for at least six (6) months immediately preceding the date of this affidavit and intend to continue to do so indefinitely;

2. Have a close personal relationship with each other;

3. Are not legally married to anyone;

4. Are each eighteen (18) years of age or older;

5. Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;

6. Were mentally competent to contract when the domestic partnership began;

7. Are each other's sole domestic partner; and,

8. Are jointly responsible for each other's common welfare including "basic living expenses." For purposes of this affidavit, "basic living expenses"

means the cost of basic food, shelter, and any other expenses of a member of the domestic partnership which are paid at least in part by a program or benefit for which the partner qualified because of domestic partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.

This affidavit terminates upon the death of the signing employee's spouse or domestic partner or by a change in circumstances attested to in this affidavit. The signing employee must notify the Employee Services Division within thirty (30) days after such death or change by filing a Statement of Termination of Marriage/Domestic Partnership. After filing of a Statement of Termination of Marriage/Domestic Partnership, the employee may not file a new Statement of Marriage/Domestic Partnership for the purpose of enrolling a new domestic partner for six (6) months from the date such statement was received by the Employee Services Division.

**NOTICE: Signing this affidavit may or may not have legal implications affecting relations between domestic partners beyond the extension of medical or dental insurance coverage for which it is intended. If you desire further information concerning the possible legal consequences of signing this form, please consult an attorney.**

I attest that the certification I have provided herein is true and correct to the best of my knowledge. _____

Employee's Signature _____ Date: _____
Received by: _____ Date: _____
Employee Services Division Representative.

APPENDIX E

STATEMENT OF TERMINATION OF

MARRIAGE OR DOMESTIC PARTNERSHIP

I, (name of employee) _____, affirm that the Affidavit of Marriage/Domestic Partnership attested to and signed by me on (date of affidavit) _____ shall be and is terminated as of this date. Termination is due to:

___ Dissolution of marriage

___ Termination of domestic partnership

___ Death of spouse/domestic partner

I understand that I cannot file a Statement of Marriage of Domestic Partnership to enroll a new domestic partner until six (6) months following the receipt of this Statement by the Employee Services Division.

Employee's Signature:_____ Date: _____

Received by: _____ Date: _____ ___
Employee Services Div. Representative

# ADDENDUM F
# DRUG AND ALCOHOL POLICY

## I. Drug Free Workplace Act

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

## II. Holders of Commercial Drivers Licenses

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

## III. Alcohol and Drug Policy Work Rules and Discipline

### A. Conduct Warranting Discipline

1. While on duty, or on County premises, or operating County vehicles employees shall obey the work rules listed in "Section B" below. As with all work rules, violations may result in discipline per the provisions of Article 16, Disciplinary Action.

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

### B. Work Rules

#### 1. Possession, consumption, and distribution of alcohol and drugs while on duty

Employees shall:

- Not possess, consume, manufacture, distribute, cause

to be brought, dispense, or sell alcohol or alcohol containers in or to the work place except when lawfully required as part of the job. An exception will be sealed alcohol containers for gift purposes; supervisors must be notified when such containers are brought to the work place. The "work place" includes vehicles parked on County property.

- Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the work place except when lawfully required as part of the job.

- Not distribute, dispense or sell prescription medications except when lawfully required as part of the job.

- Not possess or consume prescription medications without a valid prescription.

**2. Possession, consumption, and distribution of alcohol and drugs while off duty on County premises**

Employees shall:

- Not use, possess, or distribute illegal drugs.

- Not use or distribute alcohol without authorization.

**3. Fitness for duty**

Employees shall:

- Not report for duty while "under the influence" of alcohol or drugs. An individual is considered to be "under the influence" of alcohol if a breathalyzer test indicates the presence of alcohol at or above the .04% level. An individual is considered to be "under the influence" of drugs when testing indicates the presence of controlled substances at or above the levels applying to CDL holders.

- Not render themselves unfit to fully perform work duties because of the use of alcohol or illegal drugs, or because of the abuse of prescription or non-prescription medications.

- Comply with legally mandated occupational requirements, whether or not they are specifically included in this policy. For example, by law holders of Commercial Drivers Licenses (CDL's) may not perform

safety sensitive functions, such as driving, at or above the .02% level.

- Not be absent from work because of the use of alcohol or illegal drugs, or because of the abuse of prescription or non-prescription medications, except when absent to participate in a bona fide assessment and rehabilitation program while on FMLA leave.

- Inform themselves of the effects of any prescription or non-prescription medications by obtaining information from health care providers, pharmacists, medication packages and brochures, or other authoritative sources in advance of performing work duties.

- Notify their supervisors in advance when their use of prescription or non-prescription medications may interfere with the safe and efficient performance of duties.

**4. Cooperation with Policy Administration**

Employees shall:

- Not interfere with the administration of this Drug Policy. Examples include, but are not limited to, the following: tainting, tampering, or substitution of urine samples; falsifying information regarding the use of prescribed medications or controlled substances; or failure to cooperate with any tests outlined in this policy to determine the presence of drugs or alcohol.

- Provide within twenty four (24) hours of request a current valid prescription in the employee's name for any drug or medication which the employee alleges gave rise to reasonable suspicion of being under the influence of alcohol or drugs.

- Respond fully and accurately to inquiries from the County's Medical Review Officer (MRO); authorize MRO contact with treating health care providers upon request.

- Complete any assessments or treatment programs required under this Policy.

- Sign a waiver upon request authorizing treatment providers to disclose confidential information necessary to verify successful

completion of any assessment or treatment program required under this Policy.

- Disclose promptly (upon the next working day) and fully to his/her supervisor:

i. All drug or alcohol-related arrests, citations, convictions, guilty pleas, no contest pleas or diversions which resulted from conduct which occurred while he or she was on duty, on County property, or in a County vehicle; or

ii. Any other violation of laws regulating use of alcohol and controlled substances which adversely affects an employee's ability to perform major job functions, specifically to include loss or limitation of driving privileges when the employee's job is identified as requiring a valid license.

**C. Levels of Discipline**

1. The level of discipline imposed on non-probationary employees for violation of the Alcohol and Drug Policy Work Rules above or other violations resulting from the use of alcohol or drugs will be according to the provisions of Article 16, Disciplinary Action.

2. Employees will be held fully accountable for their behavior. Use of alcohol or drugs, or alcohol or drug dependency, will not mitigate the discipline imposed for rule violations, misconduct, or poor performance except as specifically provided in the section on last chance agreements below.

3. The Parties acknowledge that, all other things being equal, certain duties imply a higher standard of accountability for compliance with the requirements of this policy than others. These duties include, but are not limited to, the following:

- carrying firearms
- work in the criminal justice system
- responsibility for public safety or the safety of co-workers
- handling narcotics or other controlled substances
- handling hazardous equipment or materials

- influencing the behavior of minors
- holding a Commercial Drivers License

4. In instances in which the County determines that an employee's conduct warrants termination, and the employee is diagnosed as having a chemical dependency by a Substance Abuse Professional (SAP) as provided for in "Section D" below, the County may offer the employee continued employment under the terms of a last chance agreement, an example of which is included as an attachment to this addendum.

a. Any Last Chance Agreement will include but not be limited to the following:

i. the requirement that the employee enroll, participate in, and successfully complete a treatment program as recommended by the Substance Abuse Professional;

ii. the right for the County to administer any number of unannounced follow up drug or alcohol tests at any time during the work day for a period of two (2) years from completion of any required treatment or education program;

iii. the signatures of the employee's supervisor, the employee, and the employee's Union representative.

b. The offer of a Last Chance Agreement will not set precedent for the discipline of other employees in the future. Any discipline incorporated in a Last Chance Agreement may not be grieved under the provisions of Article 18, Grievance Procedure.

**D. <u>Mandatory Assessment and Treatment</u>**

1. Employees who are disciplined for conduct which is related to the use of alcohol or drugs may be required to undergo assessment and to complete a program of education and/or treatment prescribed by a Substance Abuse Professional selected by the County. Employees who test positive for alcohol or controlled substances will be required to undergo assessment at the earliest opportunity, regardless of whether disciplinary action has been taken.

2. The County will verify employees' attendance, and that the assessment and treatment have been completed. This verification and any other information concerning alcohol and drug dependency will be treated as confidential medical information per applicable state and federal law and County Administrative Procedures.

3. Policy on the use of leave for assessment and treatment will be the same as for any other illness.

**E. Return to Work Testing**

Employees who test positive for being "under the influence" of drugs may be required to test negative before returning to work. *(Note that Federal law requires CDL holders performing safety sensitive functions to undergo return to work testing after a positive alcohol or drug test.)*

## IV. Testing

### A. Basis for Testing

1. All employees may be tested:

a. based on reasonable suspicion of being "under the influence" of alcohol or prohibited drugs;

b. before returning to work after testing positive for being "under the influence" of alcohol or drugs;

c. as part of a program of unannounced follow-up testing provided for in a Last Chance Agreement.

2. An employee applying for a different County position will be subject to testing on the same basis, and using the same procedures and methods, as outside applicants.

3. Holders of Commercial Drivers Licenses shall be subject to the testing requirements of federal law, in addition to the requirements herein which apply to all employees. For example, unlike other employees, CDL holders will be subject to legally required random testing and testing following certain kinds of accidents.

### B. Establishing Reasonable Suspicion

1. **Definition**

a. "Reasonable suspicion" is a set of objective and specific observations or facts which lead a supervisor to suspect that an employee is under the influence of drugs, controlled substances, or alcohol. Examples include, but are not limited to: slurred speech, alcohol on the breath, loss of balance or coordination, dilated or constricted pupils, apparent hallucinations, high absenteeism or a persistent pattern of unexplained absenteeism, erratic work performance, persistent poor judgment, difficulty concentrating, theft from office or from other persons, unexplained absences during office hours, or employee's admission of use of prohibited substances.

b. Lead workers who oversee day to day work activities are "supervisors" for the purposes of establishing reasonable suspicion and directing employees to be tested on that basis. This provision applies to lead workers who supervise or act as lead workers as part of their job description, (such as Corrections Records Supervisors and Maintenance Crew Leaders), as well as to those who receive premium pay under Addendum B, Lead Worker Assignment and Pay.

2. **Supervisory training**

The County will provide training to all supervisors on establishing reasonable suspicion and the nature of alcohol and drug dependency. Supervisors who have not been trained will not have the authority to direct employees to be tested on the basis of reasonable suspicion of being under the influence.

3. **Additional precautions**

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

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

b. The supervisor shall provide upon request within forty eight (48) hours of the oral determination of "reasonable suspicion" a written

specification of the grounds for reasonable suspicion; and

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

**C. Testing Methodology**

1. Testing procedures for all employees will be governed by the same standards as apply to CDL drivers under federal law. These standards include, but are not limited to, those governing sample acquisition, the chain of custody, laboratory selection, testing methods and procedures, and verification of test results.

2. In accordance with CDL standards, the County will contract with a medical doctor trained in toxicology to act as an MRO (Medical Review Officer). He or she will review preliminary positive test results with employees and any relevant health care providers before the results are reported to the County. Based on his or her professional judgment, he or she may change the preliminary test result to negative. The County will not be able to distinguish a test result that is negative by MRO intervention from any other negative result.

3. In addition to compliance with federal guidelines, the following safeguards will also be applied:

a. Test results will be issued by the MRO or the testing laboratory only to the investigatory or supervisory personnel designated by the County. The results will be sent by certified mail or hand-delivered to the employee within three working days of receipt of results by the County.

b. If an employee disagrees with the results of the alcohol or drug test, the employee may request, in writing within five (5) days of receipt of test results, that the sample be re-tested at the employee's expense by the testing laboratory. The result of any such retest will be deemed final and binding and not subject to any further test. Failure to make a timely written request for a retest shall be deemed acceptance of the test results. If an employee requests a retest, any disciplinary action shall be stayed pending the results of the re-testing.

c. Test reports are medical records, and will be handled according to applicable state and federal law and County Administrative Procedures which insure the confidentiality of such records.

## V. Definitions

### A. Alcohol:

Ethyl alcohol and all beverages or liquids containing ethyl alcohol. Levels of alcohol present in the body will be measured using a breathalyzer test.

### B. Controlled Substance:

All forms of narcotics, depressants, stimulants, analgesics, hallucinogens, and cannabis, as classified in Schedules I-V under the Federal Controlled Substances Act (21 USC § 811-812) as modified under ORS 475.035, whose sale, purchase, transfer, use, or possession is prohibited or restricted by law.

### C. County:

Multnomah County, Oregon.

### D. Drug Paraphernalia:

Drug paraphernalia means any and all equipment, products, and materials of any kind, as more particularly defined in ORS 475.525(2), which are or can be used in connection with the production, delivery, or use of a controlled substance as that term is defined by ORS 475.005.

### E. Drug Test:

A laboratory analysis of a urine sample to determine the presence of certain prohibited drugs or their metabolites in the body.

### F. Drugs:

Controlled substances, designer drugs (drug substances not approved for medical or other use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration), and/or over-the-counter preparations available without a prescription from a medical doctor that are capable of impairing an employee's mental or physical ability to safely, efficiently, and accurately perform work duties.

G. **Medical Review Officer (MRO):**

A medical doctor trained in toxicology who contracts with employers primarily to review positive preliminary drug test results with employees. The MRO determines whether or not the results are likely to have been caused by factors other than drug abuse.

H. **On Duty:**

The period of time during which an employee is engaged in activities which are compensable as work performed on behalf of the County, or the period of time before or after work when an employee is wearing a uniform, badge, or other insignia provided by the County, or operating a vehicle or equipment which identifies Multnomah County.

I. **Prescription Medication:**

A medication for which an employee is required by law to have a valid, current prescription.

J. **Reasonable Suspicion of Being Under the Influence of Drugs or Alcohol:**

See "Section IV. B. 1. a" above.

K. **Substance Abuse Professional (SAP):**

A licensed physician, or licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

L. **Under the Influence of Alcohol:**

See "Section II. B. 2" above.

M. **Under the Influence of Drugs:**

See "Section II. B. 2" above.

LAST CHANCE AGREEMENT

The following agreement is entered into between The Employer and The Employee. Failure on the part of the employee to meet the expectations below will result in the termination of his or her employment.

1. I agree to be evaluated by a qualified alcohol/substance abuse counselor, and if required, I shall immediately enroll and continue in a bona fide alcohol/drug impatient or outpatient rehabilitation program approved by the Employer. I fully understand that should I fail to complete either the inpatient or outpatient program, my employment with The Employer will be terminated.

2. I agree to comply with and complete the conditions of my "Aftercare Plan" as recommended by my treatment counselor. If I must be absent from my aftercare session, I must notify the employer. The Employer has my permission to verify my attendance at required meetings. If I do not continue in the aftercare program, I understand that my employment will be terminated.

3. I understand that the signing of this agreement shall allow the Employer the right to communicate with my physician and/or counselors regarding my status and progress of rehabilitation and aftercare.

4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing (urinalysis or breath test) by the Employer for a period of 24 months from the date I return to work. (This time period will increase accordingly if I am absent from work, for any reason, for a cumulative period of one month or more.) I understand that if I refuse to take a drug test or if the test is positive, my employment will be terminated.

5. I agree to return to work upon successful completion of the alcohol/drug rehabilitation program.

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

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

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

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

Disciplinary Action

I understand that the disciplinary action imposed in the attached letter may not be grieved under the grievance procedure in the Local 88 contract.

Personal Commitment

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

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

| | |
|---|---|
| (Employee) (Date) | (Exempt Employee With Disciplinary Authority)** (Date) |
| (Labor Representative ) (Date) | (Employee's Immediate Exempt Supervisor***) (optional) ( Date) |
| (Multnomah County Labor Relations, if applicable*) (Date) | |

Footnotes:

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

** Always necessary.

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

MEETING DATE: June 3, 1999
AGENDA # : R-5
ESTIMATED START TIME: 9:50

(Above Space for Board Clerk's Use ONLY)

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# AGENDA PLACEMENT FORM

SUBJECT: Labor Contract Ratification

BOARD BRIEFING: DATE REQUESTED: N/A
REQUESTED BY:
AMOUNT OF TIME NEEDED:.

REGULAR MEETING: DATE REQUESTED: June 3, 1999

AMOUNT OF TIME NEEDED: 5 min.

DEPARTMENT: Support Services DIVISION: Labor Relations

CONTACT: Darrell Murray TELEPHONE #: 248-5135, ext. 22595
BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [x] APPROVAL [ ] OTHER

SUGGESTED AGENDA TITLE:

Ratification of a 1998-01 collective bargaining agreement between Multnomah County and the Oregon Nurses Association.

6/3/99 originals to Darrell Murray

SIGNATURES REQUIRED:

ELECTED OFFICIAL:
(OR)
DEPARTMENT
MANAGER: Vicki L. Ross

99 MAY 27 PM 3:35
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions? Call the Board Clerk @ 248-3277

# SUPPLEMENTAL STAFF REPORT

**TO:** Board of County Commissioners

**FROM:** Darrell Murray, Labor Relations Manager, D.S.S.

**DATE:** June 3, 1999

**RE:** Ratification of 1998-2001 County-Oregon Nurses Association Collective Bargaining Agreement

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1. **Recommendation/Action Requested**: Ratify the tentative 1998-01 County-Oregon Nurses Association (ONA) Collective Bargaining Agreement.

2. **Background/Analysis**: The tentative 1998-01 County-ONA collective bargaining agreement is the result of over a year of negotiations. The agreement has been renumbered and cross-references have been updated throughout, to improve reader accessibility. The main substantive changes from the pre-existing agreement are as follows:

   - **Article 2, Recognition:** Corrections differential has been extended to on-call employees. This contractually validates a preexisting administrative practice.

   - **Article 6, Holidays:** Effective July 1, 1999 two personal holidays will be folded into employees' annual vacation accrual.

     **Article 9, Vacation Leave:** Language implements the folding of two personal holidays into vacation accrual effective July 1, 1999.

   - **Article 10, Sick Leave:** Consistent with past County policy, language governing use of sick leave has been modified to permit use of sick leave during an FMLA leave when the employee is needed to care for an ill family member living outside the employee's home.

   - **Article 12, Health and Welfare:** This article has been amended to implement a joint labor-management committee that will manage the medical and dental insurance plans in the context of a limitation on increases in employer contributions. As part of this package, employees will continue to pick up one quarter of the premium increase through fiscal year 98-99. Then, before calculating the County and employee shares of premium for FY 99-00, the portion of the premium previously paid by the employee will be picked up by the County and become part of the base on which that calculation is based.

**Article 13, Seniority and Layoff:** This article has been completely re-written to create greater certainty concerning the order of layoff and thereby eliminate much organizational tension that accompanied layoff planning under the former system. The language accomplishes this largely by eliminating individual bumping "options", substituting instead a mandated bumping sequence.

In addition, the language clarifies the rights and benefits of employees of the School Based Health Program when they are laid off for the summer. The employees who were employed in this program before it went from full year to ten-month operations will be given a one-time option to transfer out of the program. Employees on summer lay off who end up working the equivalent of full or part-time for the County on an on-call basis will be reimbursed for medical and dental insurance premiums as if they had been regular employees through the summer. Summer vacation payoff rules have also been clarified.

**Article 14, Hours of Work:** The County will have the right to split the days off of four day per week employees hired after the contract is signed so long as two of their days off are consecutive. Also, the language has been modified to fast track the procedure for implementing voluntary twelve-hour shift schedules.

- **Article 16, Wages:** Employees will receive a 3% increase retroactive to July 1, 1998. The increase will be 3% on July 1, 1999 and 2%, on July 1, 2000, in both cases minus any offsets for excess insurance premium costs. Rates will increase another 1% of 6/30/2000 rates, effective January 1, 2001. In addition, employees will receive a one-time-only lump sum payment equal to 0.30% of FY 98-99 wages, payable in July 1999. Also, when the PERS pick up is resumed, employees will receive an offsetting wage increase.

  The bargaining unit will return to the PERS pick up within 60 days of contract execution.

  Effective July 1, 1999, lead nurse premium will increase from 5% to 6.5%.

  Corrections Nurse premium will increase to $0.21 per hour for LPN's, $0.22 per hour for CHN's and $0.24 per hour for Nurse Practitioners.

  In addition, a new longevity step of 2% for 20 or more years of county service has been added.

- **Article 20, General Provisions:** A new Nurse Employee Relations Committee has been included, similar in design to the highly successful Local 88 ERC. This committee will provide an on-going forum for discussion of labor relations problems.

- **Article 23, Termination:** The contract is for three years ending June 30, 2001.

- **Addendum F:** Drug and alcohol testing language has been updated to reflect changes in testing technology and standards.

3. **Financial Impact:** Costs arising out of this agreement are very roughly as follows, assuming no change in staffing levels over 7/1/98, and taking into account changed PERS contribution rates:

| Item | FY 98-99 | FY 99-00 | FY 00-01 |
|---|---|---|---|
| Base Wage | $359,136 | $369,910 | $381,007 |
| | | $ 56,000 | |
| One-time wage | N/A | $ 35,914 | ($ 67,000) |
| Longevity | N/A | $ 49,178 | $ 10,678 |
| Corrections Dif. | N/A | $ 30,825 | N/A |
| PERS Pickup | N/A | ($ 56,000) | N/A |
| Lead Pay | $ 21,548 | N/A | N/A |
| SBH Insurance | N/A | $ 3,700 | N/A |
| Rollup Costs | $66,620 | $ 99,695 | $ 80,295 |
| Health Ins. | $95,769 | $ 94,361 | $ 23,210 |
| TOTALS | $543,073 | $ 683,583 | $428,190 |

Insurance costs assume 3% increases in employer contributions for FY 99-00 and 00-01 after equalization of rates. Estimated cost of longevity probably exceeds actual cost as 15-year benefit costing was used but only a 20-year benefit was given. Also, the third year one time wage offset of $67,000 reflects a 1% wage increase that takes effect mid-year, thus saving ½ year of its cost.

4. **Legal Issues:** None.

5. **Controversial Issues:** None.

6. **Link to Current County Policies:** This agreement is consistent with and supportive of the County's dual objectives of improving quality of services while ensuring that the County remains an excellent place to work.

7. **Citizen Participation:** N/A.

8. **Other Government Participation:** N/A.

1998-01

# AGREEMENT

Between

MULTNOMAH COUNTY, OREGON

And

OREGON NURSES ASSOCIATION

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## ARTICLE 1

## PREAMBLE

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

The parties agree as follows:

## ARTICLE 2

## RECOGNITION

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

A. Supervisory employees,

B. Managerial employees,

C. Employees working less than twenty (20) hours per week.

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

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

3. On-Call and Temporary Employees.

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

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

2. Shift differential (Article 15.2),

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

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

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

New Years Day;

4th of July;

Thanksgiving; and

Christmas Day.

6. No discrimination (Article 20.1);

7. Corrections Premium (Article 15.14); and

8. Settlement of Disputes (Article 19), strictly limited, however, to enforcement of Article 2., Section 3.A. (1 – 7), of this Agreement.

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

B. Reporting. The Association may request periodic reporting by the Health Department relating to patterns of use and compensation of temporary, part-time (less than twenty (20) hours per week) and on-call employees. The parties further agree that the County shall make every effort to employ permanent full and part-time employees over on-call and temporary employees, pursuant to Article 13.8.B.

## ARTICLE 3

## MANAGEMENT RIGHTS

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

## ARTICLE 4

## ASSOCIATION SECURITY AND CHECK OFF

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

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

A. The Association membership dues of those Association members who individually request such deductions in writing on the form attached hereto as Addendum B; or

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

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

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

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

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

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

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

6. Within thirty (30) days after the execution of this Agreement and semi-annually thereafter for the term of this Agreement, the County shall provide the Association with a master listing of all employed nurses who are subject to the provisions of this Agreement. Such listing shall contain the names of the employees, along with their job classifications, work locations, home addresses, social security numbers, and dates of employment. Each month subsequent to

the establishment of the master list, the County shall forward to the Association the names, job classifications, work locations, home addresses, dates of employment, and social security numbers of all new employees covered by this Agreement and of all employees who terminated from the bargaining unit during the month. The Association shall advise the Manager of the County's Employee Services Division of the address to which the listings are to be sent. Whenever an employee has not joined the Association within thirty days after employment as described in Section 2, Subsection (B) above, the Association shall give written notice to the County's Central Payroll Office and shall deliver a copy to the affected employee. Deduction of the service fee pursuant to Section 2, Subsection (B) above shall be made on the first payday of each month, but no deduction shall be made in the absence of correct notification from the Association as provided under this section. Deduction of Association dues authorized by the employee under Section 2, Subsection (A) above shall be made on the first payday of each month.

## ARTICLE 5

## NO STRIKE AND NO LOCKOUT

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or place where County functions are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Association will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. Any employee engaging in any activity in violation of this Article may be subject to disciplinary action or discharge.

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

ARTICLE 6

HOLIDAYS

1. Holidays.

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

- New Year's Day (January 1st)
- Dr. Rev. Martin Luther King, Jr.'s Birthday (3rd Monday in January)
- Washington's Birthday (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans' Day (November 11th or date of County observance)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th)
- Christmas Eve/New Year's Eve
- At the discretion of the supervisor, the employee shall be granted either four (4) hours on Christmas Eve, or four (4) hours on New Year's Eve or four (4) hours of personal holiday.
- Two (2) Personal Holidays for fiscal year 1998-99. Effective July 1, 1999, these two (2) personal holidays shall be deemed to have been eliminated. The vacation accrual rates shall be adjusted so that by the end of the fiscal year, an employee who is a full-time (40 hour per week) employee on July 1 who works such schedule throughout the ensuing fiscal year will,

by June 30 of that fiscal year, accrue an additional sixteen (16) hours of vacation to offset the loss of the two (2) eight (8) hour personal holidays he or she would have received on July 1 of that fiscal year under the replaced personal holiday system. An employee whose work schedule changes after July 1, is not guaranteed the same number of vacation hours as holiday hours with which he or she would have been credited on July 1 under the replaced personal holiday system. Rather, his or her accrual will vary with hours worked under normal vacation accrual rules. However, employees regularly assigned to positions budgeted for eight tenths full-time-equivalency (0.80) and employees regularly assigned to the School Based Health program as their administrative report unit shall be entitled to a one-time-only credit to their vacation account of six (6) hours of vacation on July 1, 1999.

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

No compensation shall be paid for personal holidays not taken. An employee must be employed for at least three (3) months before the first personal holiday may be used and must be employed for at least nine (9) months before the second personal holiday may be used. In all cases, personal holidays must be taken by the end of each fiscal year (June 30).

Hours of Work Holiday. Employees covered by this Agreement shall be eligible after six (6) months of employment for an Hour of Work Holiday (one (1) day) subject to the same terms and limitations of a personal holiday under Article 6.1.A. It is recognized that this holiday is a partial payment for the movement to the eight (8) hour day by members of this bargaining unit January 1, 1981.

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

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

3. Holiday Observance.

A. Five Day Work Week:

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

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

B. Four Day Work Week:

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

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

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

D. Twenty-four-hour Operations. In twenty-four (24) hour operations, the eight (8) specific holiday dates cited in Section 1.A. above shall be observed on the dates listed. If an employee is scheduled off duty on a "specific holiday", she or he shall have the option of either taking the day off with pay or to take the day off without pay and schedule another day off with pay within 90 days following the holiday. Such alternate day off shall be by mutual agreement between the employee and the County.

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

5. Holiday Work. If a part-time or full-time employee works on any of the holidays listed above, the employee shall in addition to his or her holiday pay be paid for all hours worked at the rate of time and one-half (1-1/2) his or her regular rate of pay, or may elect, in lieu of holiday pay to receive another day off with pay within 90 days following the holiday on a date mutually agreeable between the employer and the employee.

ARTICLE 7

VACATION LEAVE

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

A. Less than Five Years - Two Weeks Per Year Less than 10,440 straight time hours of continuous service, .0385 hours per straight time hour worked, cumulative to two hundred (200) hours. Effective July 1, 1999, the accrual rate shall be revised to 0.0462 hours per straight time hour worked, to offset the loss of personal holidays referenced in the preceding article. After six (6) months of service, an employee shall be entitled to six (6) days (i.e., forty (48) hours) vacation.

B. Five Years but less than Ten Years - Three Weeks Per Year 10,440 straight time hours, but less than 20,880 straight time hours of continuous service, .0577 hours per straight time hour worked, cumulative to two hundred forty (240) hours. Effective July 1, 1999, the accrual rate shall be revised to 0.0654 hours per straight time hour worked, to offset the loss of personal holidays referenced in the preceding article, and the employee shall be entitled to seventeen (17) days (i.e., 136 hours) vacation.

C. Ten Years but less than Fifteen Years - Four Weeks Per Year 20,880 straight time hours, but less than 31,320 straight time hours of continuous service, .0769 hours per straight time hour worked, cumulative to three hundred twenty (320) hours. Effective July 1,

1999, the accrual rate shall be revised to 0.0846 hours per straight time hour worked, to compensate for the loss of personal holidays referenced in the preceding article, and the employee shall be entitled to twenty-two (22) days (i.e., 176 hours) vacation.

D. Fifteen Years or More - Five Weeks Per Year 31,320 or more straight time hours of continuous service, .0961 hours per straight time hour worked, cumulative to four hundred (400) hours. Effective July 1, 1999, the accrual rate shall be revised to 0.1038 hours per straight time hour worked, to offset for the loss of personal holidays referenced in the preceding article, and the employee shall be entitled to twenty-seven (27) days (i.e., 216 hours) vacation.

2. Part-time. Part-time regular employees shall accrue in accordance with the schedule stated in Section 1, provided that seniority for accrual purposes shall be based strictly on straight time hours worked in County service and not years of service. For example, based on FY 98-99 accrual rates, an employee working twenty (20) hours per week for twenty (20) years would have 20,880 hours of service and thus be eligible to accrue at .0769 hours per straight time hour worked. After six (6) months, vacation credits shall be used in accordance with the uniform time charging provisions of Article 14.

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

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

## ARTICLE 8

## SICK LEAVE

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

A. Illness,

B. Injury,

C. Quarantine based on exposure to contagious disease,

D. Medical or dental appointments.

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

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

A. Occupationally related conditions, except as provided in Article 11,

B. Illness or injury during the term of a:

1. Leave of absence without pay, or

2. Vacation, provided that sick leave may be used during the term of a vacation when the employee immediately notifies the supervisor of the interruption of his or her scheduled vacation and presents such reasonable evidence as is demanded of a bona fide illness or injury upon returning to work.

3. Accrual. Employees shall accrue sick leave at the rate of .0461 hours per straight time hour worked, to be used in the event of illness or illness of a member of immediate household. Sick leave may be accrued on an unlimited basis. Absence due to sickness in excess of three (3) days must be verified by a physician's certificate at the request of the County. Employees will not accrue sick leave during a leave of absence without pay.

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

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

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

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

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

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

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

5. Sick Leave During Maternity. Except as otherwise provided by County Resolution #89-111 (amended version dated June 1, 1989), the use of sick leave during pregnancy shall be governed by Sections 1 through 3 of this Article.

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

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

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

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

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

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

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

8. Other Sick Leave Provisions.

A. Used sick leave shall be charged on the basis of ten (10) hours per day for four day work week employees, or eight (8) hours per day for five day work week employees.

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

## ARTICLE 9

## OTHER LEAVES

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

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

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

3. Jury Duty. Employees shall be granted leave with full pay in lieu of jury fees any time they are required to report for jury duty. If an employee is excused or dismissed prior to the end

of the workday, the employee shall report back to work if practicable. Procedures for reporting back to work shall be as specified by the department.

4. Voting Time. Employees shall be granted two (2) hours to vote on any election day if due to shift scheduling they would not be able to vote.

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

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

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

Employees may also be granted leaves of absence with or without pay for educational purposes for reasonable lengths of time to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it does not interfere with the operation of the County. The County shall make every reasonable effort to enable interested employees an opportunity to attend in-service training and other educational opportunities.

The County will continue to promote and encourage educational, self-development opportunities for bargaining unit employees and agrees to plan and budget accordingly to adequately accommodate paid educational leave requests, tuition reimbursement, and other educational expenses. The County further agrees, that there shall be an "open-book" policy for the purpose of inquiries by unit members in regards to the balance of educational funds available. Denial of requests for paid educational leaves, tuition reimbursement, and other educational expenses shall not be for arbitrary and capricious reasons.

All paid educational leave and tuition reimbursement shall be subject to the County's budgetary limitations and managerial priorities.

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

8. Military Service.

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

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

9. Tuition Reimbursement. The County will reimburse an employee for the cost of tuition for any course of study taken on the employee's own time which, in the County's judgment, is related to the employee's position and will result in improved performance, subject to the

County's budgetary limitations and priorities. Preference will be given to reimburse any nurse for courses that are:

A. Required as a prerequisite to enroll in a BSN or MSN program, or;

B. Required as a part of the nurse's current enrollment in a BSN or MSN program.

Employees shall apply for approval of the request for reimbursement at least five (5) days prior to the proposed enrollment. If approved prior to enrollment, the County will make reimbursement within thirty (30) days after proof of satisfactory completion of the course. In addition, employees who have been granted leaves of absence with or without pay for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, will have the cost of registration and/or incidental expenses paid by the County upon prior approval of the Department head. Priorities for expenditures of any funds under this section shall be established by the County by considering together under the same criteria all pending requests for such funding made by bargaining unit members.

## ARTICLE 10

## HEALTH AND WELFARE

1. Medical-Vision. The County agrees to contribute on behalf of each eligible employee and his or her eligible dependents toward the monthly premium for medical/vision benefits under one of the following plans:

- the County's self-insured indemnity plan, which is administered by ODS Health Plan at the signing of this agreement (Amendment No. 4 to Contract No. 9400 between Multnomah County and ODS Health Plan, dated January 1, 1992; or
- Kaiser HMO Plan (array number 1A5FAEP); or
- Any other medical/vision benefits plan mutually endorsed by the County and the Multnomah County Employees' Benefits Board under the provisions of section 14, subsection E below.

2. Dental Plan. The County agrees to contribute toward the monthly premium on behalf of each eligible employee and his or her eligible dependents coverage under one of the following plans:

- Kaiser HOM plan in effect for this bargaining unit at the time this agreement was signed; or
- The County's self-insured indemnity plan administered by ODS Health Plan in effect for this bargaining unit at the signing of this agreement; or
- Any other dental benefits plan mutually endorsed by the County and the Multnomah County Employees' Benefits Board (MCEBB) under the provisions of section 14, subsection E below.

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

4. Allocation of Contributions, Surpluses and Deficits.

A. For the plan year commencing July 1, 1998, the County shall increase its monthly medical and dental insurance contributions for the plans applicable to this bargaining unit on behalf of each eligible employee to a level sufficient to absorb the three quarters of the increase in premium that took effect July 1, 1998, and employees shall pay the remaining one quarter by payroll deduction.

B. Effective July 1, 1999 and subject to the terms of this section, the County shall prospectively pay all contributions heretofore required of employees to cover the one-quarter employee share of premium increases under Article 10, sections 2 and 3 of the predecessor to this 1998-01 agreement and for fiscal year 1998-99 under subsection A above. This revised County contribution amount shall be the base to which the normal July 1, 1999 contribution increase, as provided later in this section, will be added.

C. The County's contribution in FY 1999-2000 and 2000-01 at each level of plan participation (i.e. one party, two party or family) within each medical and dental plan shall increase three percent (3%) over the County contribution rates in effect for the preceding fiscal year after adjustment for any supplemental wage increase paid in the preceding fiscal year pursuant to this section 4. Thereafter, the County's contribution toward each plan at each level of participation will increase on July 1 of the applicable fiscal year by a percentage equal to the percentage increase in the consumer price index ("CPI") after adjustment for any supplemental

wage increase paid in the preceding fiscal year pursuant to subsection e of this section. For purposes of this article the CPI used shall be the Portland Urban and Clerical Wage earners index (CPI-W, 1982-84=100 base) reported for the twelve (12) months ending December 31 immediately preceding the July 1 on which the contribution increase will take effect (i.e. the second-half report).

D. Premium increases for July 1 of a fiscal year beginning on or after July 1, 1999 that exceed the amount of the increase in the County's contribution shall be paid by employees as a uniform percentage offset to the base wage rate schedule. However, for fiscal years beginning on or after July 1, 2000, the union may elect to absorb such excess costs through individual employee payroll deduction of excess premiums. If it wishes to elect the payroll deduction option the union shall deliver written notice of such election to the County Labor Relations Manager no later than March 1 preceding the July 1 on which such premium increases are to take effect. The increase in the employees' aggregate contribution in any fiscal year by wage rate offset (or equivalent payroll deduction) shall not exceed three quarters of one percent (0.75%), calculated in accordance with the Budget Manager's memoranda as described in subsection F below. Premium increases in excess of this amount shall be paid by the County.

E. If on July 1 of a fiscal year premiums decrease, or if they increase in an amount less than the increase in the County's contribution, the increase over the preceding fiscal year in the difference between the amount of the County's contribution and the premiums for the plans shall be paid to bargaining unit members as a uniform percentage wage adjustment on the wage schedule unless the County proposes and the MCEBB decides, by unanimous vote, to direct these amounts toward other Health Fund purposes. Such supplemental wage increase shall not

exceed three quarters of one percent (0.75%) of the rates in effect June 30 preceding the effective date of the increase.

F. The amount of excess County contributions and wage increases (or calculation of amounts available for MCEBB to redirect) under subsection e above or wage offsets (or amounts payable by payroll deduction) called for under subsection d above shall be calculated and certified to the union according to the Total Compensation Costing Memorandum from the County Budget Manager to the County Labor Relations Manager dated May 18, 1998 and as supplemented by the Budget Manager's memorandum dated June 2, 1998, except that the projected annual base against which projected annual premium deficits or surpluses are measured shall include lead pay and overtime in addition to regular straight time pay.

G. In addition to the contribution increase provided by subsection C of this section, on the first of the calendar month following the County's return to the PERS Pick Up, pursuant to Article 15, section 13, subsection B below, or on the date of that return if it is the first day of a calendar month, the County shall increase its contributions toward medical and dental contributions for this bargaining unit to the extent reasonably determined by the County's Budget Manager as necessary to cause an annualized increase of fifty-six thousand four hundred fifty three dollars ($56,453) in the County's combined medical and dental insurance contributions for this bargaining unit. The portion of this amount to be added to the monthly county premium contribution at each level of plan participation for the various plans to attain this aggregate increase shall be determined and reasonably calculated by the County's Budget Manager based on budgeted staffing patterns in effect April 1, 1999 and actual monthly premiums that will take effect July 1, 1999. No portion of this increased contribution may be applied as a surplus on a level of participation/plan for which the premium is fully paid while the

premium at another level of participation/plan requires employee contributions. If after the application of this additional premium contribution there is a surplus of premium contributions, the surplus shall be paid to bargaining unit members as a supplemental wage increase in the same manner as supplemental wage increases are otherwise paid pursuant to subsections e and f above.

5. Eligibility.

A. The employee and eligible dependents will be covered by medical benefits the first day of the month following hire, provided the employee has submitted an enrollment form prior to that date. Employees who submit a form after the first day of the month following hire, but within 31 days of hire, will be covered the first day of the month following receipt of the form by Employee Benefits. Employees who do not submit a form within 31 days of hire will be covered the first day of the month following default enrollment as provided under section 12 (I) of this article. The employee and eligible dependents will be covered by dental benefits the first day of the month following six (6) continuous months of employment, if Employee Benefits has received an enrollment form prior to that date. Employees who have not submitted a timely enrollment form will be covered the first day of the month following default enrollment as provided under section 12 (G) of this article.

B. Benefits Coverage for terminating employees.

1. Retirees. County-subsidized retiree insurance benefits are addressed in section 7 below. Retirees may continue to participate in County medical and dental plans on an unsubsidized self-pay basis as mandated by law.

2. Other Terminating Employees.

a. County-subsidized Coverage At Termination. If the employee's last regularly scheduled work day in pay status falls on or before the fifteenth (15th) day of the

calendar month in which the employee's County employment terminates, medical/vision and dental benefits toward which the County has contributed will lapse at the end of that month. If such work day falls after the fifteenth ($15^{th}$) of the calendar month in which the employee's County employment has terminated, coverage toward which the County has contributed will lapse at the end of the following calendar month. (Example: Employee A's last day is July 15. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B's last day is July 16. Employee B's coverage toward which the County has contributed will lapse August 31.

b. Unsubsidized Coverage. Terminating employees may continue to participate in County medical and dental plans on a self-pay basis as mandated by law.

3. Employees on Unpaid Leaves of Absence.

a. Leaves of less than 30 days. Employee's benefits coverage will be unaffected by unpaid leaves of absence of less than thirty (30) days' duration.

b. Coverage during FMLA leaves. The County will contribute toward medical/vision insurance coverage during an unpaid Family Medical Leave Act leave to the extent required by law. In addition, the County will continue any monthly contributions toward dental insurance coverage as long as legally required contributions toward medical/vision coverage continue. If the employee remains on unpaid leave for more than thirty (30) days after the FMLA leave is exhausted, the leave will be treated as an unpaid leave of absence per paragraph c below except that the last day of FMLA leave will be deemed the employee's last day in pay status.

a. Non-FMLA leaves.

i. Lapsing of County Subsidized Coverage. If the employee's last regularly scheduled work day in pay status falls on or before the fifteenth (15th) day of the calendar month coverage toward which the County has contributed will lapse at the end of that calendar month. If such day falls after the fifteenth (15th) of the month, coverage lapses at the end of the following calendar month. (Example: Employee A goes on non-FMLA unpaid leave effective July 15. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B goes on non-FMLA unpaid leave July 16. Employee B's coverage toward which the County has contributed will lapse August 31.)

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

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

coverage will not lapse. Employee C's unpaid leave commences July 1 and terminates August 16. Employee C's coverage toward which the County contributes lapses July 31 and resumes September 1.)

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

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

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

C. Coverage of Spouses and Domestic Partners. A covered employee may enroll his or her spouse or domestic partner, and the partner's eligible dependents for coverage under sections 1 and 2 of this article. A "spouse" is a person to whom the employee is married under Oregon law. A "domestic partner"is a person with whom the employee has a close personal relationship and jointly shares the same residence for at least six (6) months immediately preceding the date of signing and Affidavit of Marriage or Domestic Partnership with the intent to continue to do so indefinitely. In addition, the employee and the domestic partner must share the following characteristics:

1. they are not legally married to anyone;

2. each is at least eighteen years of age;

3. they are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;

4. they were mentally competent to contract when the domestic partnership began;

5. they are each other's sole domestic partner;

6. they are jointly responsible for each other's common welfare including basic living expenses as defined in the Affidavit of Marriage or Domestic Partnership set forth in Addendum D of this agreement.

D. Uniform Administration. As a further precondition of coverage, all employee enrolling for new or changed coverage whether married or with a domestic partner, shall be notified, in writing, that they are required to complete, sign, and submit to the Employee Services Division a copy of the Affidavit attached hereto as ADDENDUM D. Enrollment times and other procedures for administration of medical and dental insurance plans shall be applied to employees with domestic partners in the same manner as to married employees.

E. Coverage of Children. Eligible children of the employee or the employee's spouse or domestic partner may be enrolled in the medical and dental insurance plans described in Sections 1 and 2 above. Eligible children include any biologic or adoptive child under the age of 23 who is a dependent under the federal tax code, a court-appointed ward, or anyone under age 23 for whom the employee is required to court order to provide coverage. Eligible children may also include dependent children over age 23 who are permanently disabled, and the children of eligible children. In addition, an employee may enroll a new-born baby or adopted child in the

employee's plan, and the enrollment will be within ninety (90) days after the birth or placement for adoption. If such election is timely made, enrollment shall be effective retroactive to the date of the new born baby's birth or the adoptee's placement for adoption with the employee.

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

G. Default Enrollment.

1. New full-time employees or employees changing from part-time to full-time status who fail to submit timely application for "opt-out" or for enrollment into the medical-dental benefit plans described in sections 1 and 2 above will be enrolled in the indemnity medical and dental plans by default. Eligible dependents of such employees may be enrolled in the same plans if the employee submits application within 15 days of receiving notice of his or her default enrollment.

2. New part-time employees and employees changing from full-time to part-time status who fail to submit a timely application for "opt-out" or for enrollment into the

medical and dental benefits described in section 1 and 2 above will be mandatorily enrolled in the indemnity medical plan by default. Such employees may, if allowed by IRS regulations, "opt out" under the provisions of section 6 below, or they may choose to participate in the indemnity medical and/or dental plans by application within 15 days of receiving notice of his or her default enrollment.

6. Waiver of Health and Welfare Benefits. Employees may elect to waive participation (coverage) in the County's Health and Welfare Benefits Plan by submitting such request for waiver in writing on the appropriate County waiver form. Employees making such waiver will not be eligible to re-enroll until the County's official open enrollment period. The County shall reimburse employee(s) for waiver of benefit coverage an amount of money equal to thirty-three percent (33%) of the highest two (2) party premium paid by the County.

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

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

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

B. Except as otherwise provided in this section, retirees may continue to participate in the County medical plan available to members, but not in other County plans not available to

members. Coverage of eligible dependents uniformly terminates when coverage of the retiree terminates, except as otherwise required by applicable state or federal law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K. The County shall continue to make available to retirees group medical health plan benefits.

L. Effective July 1, 1999 and except as otherwise provided in this subsection l, if individual employees are required by this agreement to make premium contributions by payroll deduction pursuant to section 3(d) of this article, the employer contribution toward eligible retirees' insurance under this article shall be 50% of the employer contribution it makes for an active employee on the same plan and participation level rather than 50% of premium; PROVIDED, that the amount shall be 100% of the employer contribution made on behalf of an active employee on the same plan and participation level rather than 100% of premium for employees hired before December 7, 1994 who opt for the retiree insurance program provided under subsection j of this section.

8. Successor Insurance Plans. In the event any of the above insurance plans is no longer provided by the County, the County agrees to provide to affected employees a substitute plan, if available, of the same service delivery type at substantially the same or a better benefit level. If no substitute plan is available, the County shall provide coverage to affected employees under the terms of remaining dental and medical plans.

9. Medical Spending Account. The County shall be authorized to offer members of the bargaining unit the opportunity to use medical spending accounts as permitted under the Internal Revenue Code to pay eligible unreimbursed medical expenses with pretax funds.

10. Life Insurance. The County agrees to provide each full-time and part-time employee covered by this Agreement with term life insurance in the amount of twenty thousand dollars ($20,000). Upon retirement after at least five (5) years of County service, retirees of Multnomah County will be provided with two thousand dollars ($2,000) term life insurance coverage. Employees will designate their beneficiaries. Employees, at their option and expense, consistent with carrier contract(s), may purchase from the same carrier additional term life insurance as a

supplement to that provided by the County. Insured employees will be provided a certificate evidencing such insurance.

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

12. Long Term Disability Insurance. The County will provide long term disability insurance to all members of the bargaining unit who are regularly scheduled to work at least half-time. The insurance is provided pursuant to the Standard Insurance Company proposal dated July 13, 1988 and presented by Fred S. James of Oregon. There will be a ninety (90) day elimination period.

13. Health Fund. The County shall maintain an account into which it pays its monthly insurance contributions for medical, dental, vision and prescription drug benefits, and into which any employee share of the monthly cost for such insurance is paid. Premium charges, premium equivalents, reinsurance charges, claims and other costs normally encompassed by premium equivalents shall be paid from this account. This account shall be known as the "Health Fund." Interest shall accrue on funds in this account, and such interest shall be credited to the Health Fund.

14. Multnomah County Employee Benefits Board. The Association shall participate as a member of the MCEBB jointly with representatives of the County's other bargaining units and its non-represented employees under the provisions below:

A. Membership: Each union or association representing a bargaining unit of County employees shall, upon the effective date of an authorizing provision in their respective collective bargaining agreements, be a member of the MCEBB. In addition,

management employees will be deemed a member unit with the same voting privileges as the bargaining unit members.

B. Participation by Employees:

1. An employee representative from the ONA bargaining unit may attend meetings during the representative's regularly scheduled work hours without loss of pay. If the meeting is held outside the ONA representative's regularly scheduled work hours, he or she shall be permitted to flex his or her regular scheduled work time within the FLSA workweek to compensate for the time required for attendance at the MCEBB meeting. The employee and his or her supervisor shall confer in advance of the meeting to determine a mutually acceptable time for providing the necessary schedule flexibility.

2. Representatives from other bargaining units may attend per the provisions of their respective collective bargaining agreements.

3. Two employees appointed by the Chair will represent management employees. One (1) will represent exempt employee interests and one (1) shall represent the County's interests as an employer.

4. Other persons will attend as needed on a non-voting basis.

C. PURPOSE: The purpose of the MCEBB is to:

1. Provide a Countywide forum for education and discussion regarding Health and Welfare issues.

2. Provide a mechanism for responsibly modifying health and welfare benefits during the term of the Agreement.

3. Provide a mechanism for coherently implementing legally mandated changes to the health and welfare benefits package;

4. Constitute an interim step in a movement to a more formal structure of governance for matters relating to health and welfare benefits and the Health Fund;

5. Research the feasibility of legal mechanisms for creating a more formal structure for joint benefits governance.

D. Meetings: The committee will meet no less often than quarterly.

E. Authority: The MCEBB is authorized to endorse or veto changes to the medical and dental insurance package proposed for their consideration by the County Benefits Administrator. The Administrator will propose an effective date for each change, and they will take effect on that date if approved by the MCEBB.

F. Voting: Each bargaining unit (including management equivalent) will have one (1) vote. Each bargaining unit will designate one voting representative who will cast the unit's vote for or against a proposed change. The County Chair shall determine which of the two management representatives will cast the management vote. A proposed change will have been approved by the MCEBB if all votes cast are in favor of the change. If the terms of another County labor agreement provide for voting in a manner that does not require unanimity among MCEBB members, and such voting formula would, on application, cause a change in plans or benefits, no such change shall apply to member of this bargaining unit unless voted for by the entire MCEBB.

G. Allocation of Costs and Savings to the Bargaining Unit. Unless otherwise agreed in writing by memorandum of understanding between the parties pursuant to Article 22 of this agreement, allocation of any costs or savings from the implementation of any modifications approved by the MCEBB, as specified above, shall be on a case-by-case basis for those plan changes for this bargaining unit, i.e. the allocations will vary between bargaining units depending

upon the varied impact of changes to the particular plan design. These cost calculations shall be reasonably determined based on accepted actuarial practices by the County's benefit consultants. Such determination of allocation amounts will specifically be without regard to funding reserve levels, except for reasonable, legitimate, plan specific Incurred But Not Reported (IBNR) Reserves. For purposes of these calculations, plan costs for the self-insured and insured plans shall be defined to include domestic partners insurance, and insured and self-insured medical, dental, vision, and prescription drug benefit plans.

H. Long-Term Cooperation

1. Beginning no later than July 1, 1999, the County's Labor Relations Manager shall meet and confer with the Benefits Manager and representatives designated by the union to develop mutually acceptable plans for long-term financing, and joint management of the County's medical, dental, and vision insurance plans. If the representatives are able to reach a specific tentative long-term agreement, they shall each report such terms to their respective constituents for formal consideration. If approved by the Union's member and Board of Commissioners, the terms of the tentative agreement shall be implemented as provided therein.

2. If, by January 1, 2001, a long-term agreement is approved by bargaining unit members and the Board of County Commissioners pursuant to 1 above, the County shall, at 11:59:59 p.m., June 30, 2001, contribute fifty-three thousand three hundred dollars ($53,300) to an excess stabilization reserve fund; PROVIDED, that this sum may be reduced by mutual agreement to the extent that it is drawn upon in the course of securing a long-term agreement pursuant to paragraph 1 above. Excess stabilization reserve funds shall be segregated for accounting purposes from other monies and assets in the Health Fund. However, they may be used in the same manner as other money in the Health Fund, but only for the benefit of those

bargaining units (including managers) who similarly contribute an amount to the excess stabilization fund under the long-term cooperation terms of their respective collective bargaining agreements.

3. If, by January 1, 2001, a long-term agreement is approved by bargaining unit members and the Board of County Commissioners as provided in H.1 above, the County shall, at 11:59:59 p.m., June 30, 2001, prospectively increase straight time base hourly wage rates by a percentage equal in annualized cost to forty percent (40%) of the excess annualized increase in premium and premium equivalents involuntarily paid by bargaining unit members through payroll deduction as a result of the limitations on employer premium contributions. If the union elects to have employees pay out of pocket contributions in lieu of wage offset in either year, the wage restoration shall nonetheless apply as though an equivalent wage offset had taken place that year.

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

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

B. The Drug and Alcohol Program shall not be implemented in a Department of the County until the County has provided a supervisory training program. The County will certify in

writing to the Union a list of supervisors who have been trained in each Department. A supervisor who has not been so certified may not make the determination of "reasonable suspicion," and in such instances where an untrained supervisor has occasion to make such a determination, another certified supervisor will be required to apply the provisions of Section 15 C. below.

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

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

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

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

16. Health and Welfare Reopener. If Congress passes health care reform legislation which would provide employees or their dependents with coverage substantially duplicating that provided under this article or which would subject the employer to substantially increased costs for health care coverage, the employer may reopen negotiations on this article by 10 days written notice ot the Association. In the event of a reopener should the parties exhaust all impasse resolution mechanisms provided by law, the terms of Article 5 (No Strike Clause) shall be

waived for the duration of any resulting strike or lockout, providing that such labor dispute arises out of and is directed exclusively toward differences between the parties concerning substitute terms for affected portions of this Article.

## ARTICLE 11

## WORKERS' COMPENSATION AND

## SUPPLEMENTAL BENEFITS

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

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

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

A. Supplemental benefits shall only be payable for those days compensable under Workers' Compensation Law as time loss on an approved claim. For employees with approved claims, supplemental benefits shall be paid for no more than three hundred and twenty (320)

hours of the employee's regular working hours or for a period equal to the amount of accrued sick leave hours at the time of injury, whichever is greater. Such payments shall not be chargeable to accrued sick leave.

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

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

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

5. If a Workers' Compensation claim which has been denied is later held compensable upon appeal, any time loss benefits shall be reimbursed by the employee to the County and the employee's sick leave account credited with an equivalent number of days.

6. Nothing in this Article may be construed to permit borrowing of sick leave not accrued by and available to the employee.

7. The County shall continue to provide medical and dental benefits for employee and dependent(s) from the first day of occupational disability throughout the period the employee receives supplemental benefits, subject to the limitations of the Health and Welfare Article, if any.

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

## ARTICLE 12

## DEFENSE AND INDEMNIFICATION

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

## ARTICLE 13

## SENIORITY, LAYOFF AND FILLING OF VACANCIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Clinical Licensed Practical Nurse.
2. Community Health Nurse
3. Nurse Practitioner.
4. Nursing Services Supervisor or successor equivalent classification(s) including but not limited to Health Services Administrator.

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

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

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

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

2. Rules Governing Determination of Seniority:

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

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

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

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

4. The tie shall be broken by lot in a manner to be determined by the Employee Services Division.

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

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

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

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

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

5. Time on unpaid military leave shall count.

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

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

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

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

10. Time spent on inactive layoff will not count.

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

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

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

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

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

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

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

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

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

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

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

B. Designation of Work Units. The County may re-designate the organizational boundaries of existing work units by written notice to the Association between March 1 and April 1 each year. In addition, the County may designate additional work units at any time as new operations are added.

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

D. Order of Removal From A Work Unit. If a reduction or reorganization of the work force reduces the number of positions in a work unit within the affected FTE status, classification, and work unit below the number of employees in that FTE status, classification and work unit, employees in that status, classification and work unit shall be removed from the affected work unit to restore the balance between available budgeted positions and employees. Removal shall be in the inverse order of seniority (i.e. least senior first) unless this would leave the work unit without qualified employees to perform the duties of a position in which special skills, defined in the manner set forth below, are required.

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

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

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

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

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

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

6. Sixth: If the removed employee cannot be reassigned, transfer or bump pursuant to 1, 2, 3, 4 or 5 above and he or she has sufficient seniority, he or she shall bump the least senior employee in a position in the highest lower classification into which the removed employee is eligible to bump, within the affected FTE status and department.

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

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

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

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

3. Bumping Within A Promotional Line: Subject to the requirements of section 3 and section 4, subsections A and B above, within a promotional line, an employee may bump downward without having independently acquired regular status in the lower classification

so long as the employee acquired such status in the higher classification from which he or she bumps or is assigned. For example, a Nurse Practitioner with a baccalaureate degree in nursing may bump into or be assigned to any Community Health Nurse position, regardless of whether the Practitioner previously acquired regular status in the Community Health Nurse classification.

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

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

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

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

G. Layoff and Reassignment Notices.

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

2. Notice To Employee And Association of Specific Layoffs. The County shall notify an employee who will be subject to layoff in writing at least fifteen (15) days prior to its effective date. The County shall simultaneously send a copy of the layoff notice to the Association. The notice shall state the reason for the action and shall further state that the action does not reflect discredit on the employee. The employee's copy shall be mailed to the employee's home address unless the employee has timely specified an alternate address. Employees may specify an alternate address to receive layoff notice (e.g. for the period of a vacation) by delivering written notice to the Director of Employee Services and the Department's designated Human Resources representative. The notice must specify whether the alternate address is permanent or, if it is a temporary address, the date after which the County should mail any layoff notice to the employee's home address. Such notice must be delivered to the County at least fifteen (15) days prior to the date the County mails the layoff notice.

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

4. Recall Lists.

A. Placement on and Recall From Recall Lists. Employees who are subject to layoff will be placed on a recall list for the classification(s) held immediately preceding layoff. However, employees will be placed on a recall list only for the FTE status the employee held at the time of layoff. Employees shall be recalled to available vacancies in the classification and FTE status for which the recall list is established, and to which the employee would be eligible to

bump in a layoff situation under section 4 above, in descending seniority order. An employee who is passed over because he or she lacks special skills or certifications shall be advised in writing by the department's Human Resources Manager of the qualification(s) the employee lacks that the position requires. Nothing in this paragraph shall preclude the County from offering recall to an employee on the layoff list for an FTE status different than that held by the employee at the time of layoff if there are no remaining employees on the layoff list for that classification and FTE status.

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

1. written request of the employee;

2. election of retirement;

3. acceptance of permanent reinstatement from the recall list for which the recall position was established;

4. the employee's refusal of an offer of permanent reinstatement (except an offer of recall to a position with a different FTE status than that the employee held at the time of layoff); or

5. failure to contact the recalling supervisor within fourteen (14) days of delivery of a recall notice or, after such contact, to report to work on a later specified return date.

C. Exception To Removal From Recall List. Upon written application, delivered by the employee to the department's designated Human Resources representative within seven (7) days after delivery of recall notice, the human resources representative may permit the employee to refuse recall without loss of reinstatement rights; PROVIDED, this shall not be construed as

extending the duration for which the employee is eligible to have his or her name on a recall list.

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

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

A. Effect On Wages And Anniversary Date.

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

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

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

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

E. The anniversary date of an employee who bumps to a lateral classification shall remain unchanged. The anniversary date of an employee demoted shall be the effective date of the demotion. The anniversary date of an employee recalled from inactive layoff status shall be adjusted so that the amount of time remaining before the employee's next anniversary date is the

same as it was at the time of placement on inactive layoff. Upon recall to a higher classification, the employee's anniversary date shall be calculated in the same manner it would be calculated if the employee had been on an unpaid leave of absence for the period served in the lower classification.

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

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

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

6. Special Provisions For School Based Health Operations.

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

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

C. Deviation From Seniority Order For Layoff or Recall/Effect on Seniority and

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

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

E. Summer On-Call Work/Effect of Refusal. Employees who individually express a particular desire for summer on call-work within their normal classification while on such limited duration layoff shall normally be called first for such on-call work. However, the parties understand that all employees on layoff remain available for and generally willing to work; further, that management retains the right to call an employee who has not expressed such desire if it determines that such would best serve County operational needs. Expressions of desire shall be in writing to the School Based Health Manager. An employee may refuse to work on-call work that is offered, with the understanding that such refusal may affect eligibility for

unemployment compensation. Bargaining unit members in School Based Health who perform on-call work for the County while on limited duration layoff during summer school closure shall be paid at the same wage step they held when the limited duration layoff took effect. They shall also be eligible for in-lieu of benefits differential for on-call employees as provided by Article 2.3.A.3 of the agreement. Employees on limited duration layoff who are working on-call are not eligible for lead pay unless working in a lead assignment in school based health.

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

G. Considerations In Use of Vacation. Notwithstanding subsection H above, the parties acknowledge that although requests to take vacations during the school year may in some cases be granted, the risk that management will deny such a request is significantly greater than in other county operations, due to the need to provide services to students when schools are in session. For that reason, School Based Health Employees are encouraged to continue to select vacation times during Christmas and spring school vacations to the extent approved by management. Further, employees facing limited duration layoff should take into account the limited availability of time off when schools are in session, the vacation accumulation ceilings

set forth in this agreement, and the risk of forfeiture of vacation (when accumulation ceilings are reached) when deciding whether to carry their accumulated balance forward.

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

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

J. One-time transfer option. Employees in School Based Health shall be permitted to request transfer out of the School Based Health Program to other positions elsewhere in the County in the same classification and FTE status. Such request must be submitted in writing to the School Based Health Manager within thirty (30) days following signing of this agreement. The employee shall be transferred to a vacancy in such classification and status, or if no such vacancy exists shall bump outside the School Based health program under normal layoff and bumping procedures no later than June 15, 1999. If more than one vacancy exists, management

shall determine the vacancy into which the employee transfers after consultation with the employee.

K. Insurance Benefits for Summer On-Call Work. An employee on limited duration layoff from School Based Health who works on call the equivalent of full-time (i.e. 138 straight time hours) during the summer break shall be reimbursed for medical or dental insurance premiums he or she has paid, up to the amount the County would pay toward such insurance on behalf of a regular full time employee on the same plan and participation level. If the employee on limited duration layoff from School Based Health works on-call the equivalent of half time or more (i.e. 88 straight time hours) but less than full time, the county will reimburse them for up to the amount it would pay on behalf of a regular part-time employee on the same plan and participation level. In either case, the amount paid the employee in lieu of benefits pursuant to Article 3 section b(3) shall be offset against the amount payable under this subsection.

8. Filling of Vacancies.

A. Posting. The County shall post all vacancies and new positions for a period of two (2) weeks, except five (5) days for Corrections Health, listing the classification, number of hours, days per week, department, and shift of the employment position. The County may waive the initial posting period as recognized herein in the event of an emergency where the position may be filled temporarily for the duration of the emergency, or for short periods where a position may be left vacant in preparation for a layoff.

B. Considerations In Selection Process. The County will fill all vacancies and new positions with first consideration given to qualified County employees over non-employees. The County shall select the most qualified applicant, considering such factors as years of service with the County, as well as clinical experience and educational background relevant to the position.

Qualified full-time and part-time employees shall be considered over on-call and temporary employees. The determination of an applicant's qualifications shall not be arbitrary or capricious.

## ARTICLE 14

## HOURS OF WORK

1. Normal Work Day.

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

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

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

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

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

2. Work Week. In no case shall the workweek be for more than forty (40) hours excluding the meal period. It is understood by the parties that certain programmatic objectives may require the County to make specific changes in the work week. The days of the workweek for full-time employees, other than employees hired on or after the date this agreement is signed by the parties who are on a four day a week, full-time schedule, shall be consecutive unless arrangements for a split workweek are requested by the employee and

approved by the appointing authority. Employees hired on or after the date this agreement is signed by the parties who are working a four day a week, full-time schedule may have a work week of non-consecutive work days and days of rest so long as at least two of the days off are consecutive.

3. Meal and Rest Periods.

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

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

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

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

4. Work Schedules. Except in an emergency, work schedules shall be posted on all departmental bulletin boards at least two (2) weeks in advance.

5. Weekend Provisions in 24-Hour Facilities.

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

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

6. Uniform Time Charging Provisions

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

1. 0 - 7 minutes rounds to 0 hours

2. 8 - 15 minutes rounds to 1/4 hour

B. Applications

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

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

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

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

7. By agreement of the County and Association, shifts of longer than ten (10) hours may be adopted. Such alternative schedules may include mutually agreed upon exceptions to this agreement or alternative understandings made pursuant to Article 22 (2) for affected Nurses. Nothing herein shall interfere with operation of Article 14, Section 1, Subsection (D). This section is inapplicable to twelve hour shifts worked pursuant to section 1, subsection e of this article. However, work schedules containing overtime-exempt twelve (12) hour shifts may be implemented by mutual agreement between the supervisor and affected employee, subject to

the approval of the Association President and affected department's Human Resouce Manager.

## ARTICLE 15

## WAGES

1. Wages.

A. Employees shall be compensated in accordance with the wage schedule attached to this Agreement as Addendum A, which by this reference is incorporated herein. However, until the PERS Pick up is reinstated pursuant to section 13(B) below and notwithstanding the foregoing, employees who are not members of PERS shall be paid a base wage rate 94.3% of that which they would otherwise be paid under this agreement until they become PERS members.

B. Reopener. In the event that the County's estimated general fund resources in the Executive Budget for 1998-99, 1999-2000, or 2000-2001 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's Executive Budget due to any passage of property tax limitation measures, the terms of Addendum A shall not be implemented, unless already implemented, and negotiations will thereafter commence promptly over substitute terms for those affected provisions. In the event of a reopener if the parties exhaust all impasse resolution mechanisms provided by law, the terms of Article 5 (No Strike Clause) shall be waived for the duration of any resulting strike or lockout, providing that such labor dispute arises out of and is directed exclusively toward differences between the parties concerning substitute terms for affected portions of Addendum A.

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

A. An hourly premium of one dollar twenty-five cents ($1.25) for all hours worked on shifts beginning between the hours of twelve (12:00) noon and seven(7:00) p.m.; or

B. An hourly premium of two dollars twenty-five cents ($2.25) for all hours worked on shifts beginning between the hours of seven (7:00) p.m. and six (6:00) a.m.

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

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

4. Overtime.

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

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

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

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

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

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

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

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

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

D. If consistent with the needs of the County, an employee may elect time off from work in lieu of overtime pay. In such case, the employee shall receive one and one-half (1.5) hours off or two (2) hours off for each hour of overtime worked, depending upon and determined by the rate at which he or she would otherwise be paid for overtime in accordance

with subsection (A) and (C) of this section. Compensatory time off may be accumulated up to two hundred forty (240) hours.

5. Stand-by and Call-Back Pay.

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

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

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

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

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

7. Reimbursement for Required Use of Personal Automobile.

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

B. To qualify for the thirty dollars ($30.00) mileage base reimbursement employees must be required by the County, as a condition of their current job assignment, to have a vehicle available daily. They must routinely report to more than one site in a day and/or be required to make field visits. The thirty dollars ($30.00) per month base reimbursement shall be for vehicle maintenance and insurance allowance.

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

8. Parking.

A. For those employees required to use their vehicle, determined by the County, as a condition of employment and whose permanent reporting station is the J.K. Gill Building and MCDC, parking shall be provided for each employee by the County within a reasonable distance of that location. The number of parking spaces for which the County is obligated

shall not exceed thirty-one (31) at the time of the execution of this Agreement. In addition, the County agrees to meet with the Building Security Sergeant and the Association to coordinate means whereby a nurse assigned to a downtown jail facility during night operation may upon request be escorted to his or her parking place.

B. Employees entitled to but unable to find parking as provided for in item "A" above shall be reimbursed for any parking fees incurred in the course of business. In addition, the following shall apply to an employee who is not required to use their personal automobile as a condition of employment. If such employee is authorized to use the employee's personal automobile on County business, the employee will be reimbursed for parking fees necessarily on such business. However, no reimbursement will be made if, in light of the nature of the business, the employee's schedule, and any equipment that the employee must carry to the business site, the employee could have reasonably parked at any County lot designated by the Health Department for such use. The employee's immediate supervisor shall determine whether to authorize such ad hoc use of personal automobiles. Such authorization shall only be valid if received by the employee in writing in advance of the trip. A copy of such authorization shall be submitted with the employee's parking reimbursement request. Supervisors shall make every effort to facilitate the use of less congestive alternative transportation, insofar as practical, before authorizing such ad hoc use. The County agrees to establish a procedure in cooperation with ONA for reimbursement of such fees. Field Community Health Nurses who are regularly assigned to the Southwest/Northwest area of the City with metered streets, shall be compensated an additional ten dollars ($10.00) per month above the regular mileage reimbursement base.

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

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

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

12. Lead Assignments.

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

B. Compensation. When a nurse is assigned by an appropriate supervisor and performs Lead Nurse duties five (5) or more consecutive work days, he or she shall receive a differential of five percent (5%) of his or her assigned rate beginning from the first day of

such assignment; PROVIDED that effective July 1, 1999 this differential shall be six and one-half percent (6.50%).

13. Retirement.

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

B. PERS Pick-up and "Pick Up" Under IRC § 414(h)(2). Effective within sixty (60) days after the signing of this agreement by the parties, the County shall resume "pick-up" of the employee contribution to PERS as permitted by Senate Bill 179, Chapter 373, Oregon Session Laws of 1981 (6%). The wage rates and ranges of employees as set forth in Addendum A shall be simultaneously decreased by multiplying the then- existing rates by 0.9434. If for any reason the ORS 238.205 "employer pick-up" no longer is legally available the County shall on the last payroll period of this Agreement increase employee wages by six percent (6%) and return to the limited "pick up" provided for prior to September 1, 1998, including but not limited to the terms of compensation for non-PERS members.

Until the County resumes the "pick up" as described above, and to the extent allowable by law, the required employee contribution of 6% of wages to PERS is deemed to be "picked up" by the County for the limited purposes of section 414(h)(2) of the Internal Revenue Code and any related state or federal tax policies. For other purposes, the contributions shall be deemed to have been by the employee, and employee payment of the 6% contribution through payroll

deduction is mandatory for each employee who is a PERS member. Employees do not have the option of receiving the wage payment in cash and paying the PERS contribution directly. The taxable wages of employees on the W-2 form for federal and state income tax purposes will not include the contribution to PERS.

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

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

| | |
|---|---|
| Licensed Community Practical Nurse | $0.54/hour |
| Community Health Nurse | $0.73/hour |
| Nurse Practitioner | $0.91/hour |

Effective July 1, 1999 the above rates shall be increased twenty-one cents ($0.21) per hour for Licensed Community Practical Nurse, twenty-two cents ($0.22) per hour for Community Health Nurse, and twenty-four cents ($0.24) per hour for Nurse Practitioner.

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

16. Payments in Error and Payments in Violation of Contract.

A. Knowing Receipt of Over-Payment. Any employee knowingly receiving unauthorized payments, or payments in error due to clerical, technical, or computer error, has the obligation to call such payments to the attention of his supervisor. Failure to do so may result in

disciplinary action. Any such knowing receipt of unauthorized payments or payments in error are fully recoverable.

B. Unknowing Receipt of Over-Payment. Any unknowing receipt of unauthorized payments or payments in error due to clerical, technical, or computer error, are fully recoverable if the County presents the employee with a demand for repayment within sixty (60) days of the date of the error.

C. Repayment. The County will, upon request, make every effort to receive over-payments specified in "A" or "B" above, by payroll deduction over a reasonable period of time, as determined by the Labor Relations Manager.

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

## ARTICLE 16

## PERFORMANCE EVALUATION TRANSITION

1. The County shall continue with the evaluation system adopted during the term of the 1988-91 Collective Bargaining Agreement. Any modification of that system shall be in the same manner as set forth in Article 16 of that 1988-91 Agreement.

2. Step increases will be withheld only upon determination by the County that the employee's overall performance is unsatisfactory. Any employee who is denied a step increase may appeal the reasonableness of such a denial in accordance with Article 19 of this Agreement.

## ARTICLE 17

## EMPLOYMENT STATUS

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

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

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

4. Termination Interviews. Upon termination of employment, full-time and part-time nurses shall be granted an interview with the appointing authority if the employee so desires and requests.

## ARTICLE 18

## DISCIPLINARY ACTION

1. Employees may be subject to disciplinary action by oral or written reprimand, demotion, reduction in pay, suspension, or dismissal, or any combination thereof; provided, however, that such action shall take effect only after the appointing authority gives telephonic or written notice to the Association and Grievance Committee. This notice provision shall not apply to oral or written reprimands.

2. Any permanent, non-probationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to appeal the action solely and exclusively through the Grievance Procedure. The Association may submit such grievance at Step II or Step III of the grievance procedure. The standard of review of disciplinary actions appealed under this sub-section shall be the "in good faith for cause" standard.

3. Any non-probationary employee who is given a written or oral reprimand may utilize the first two (2) steps of the grievance procedure (in succession) in order to appeal and solicit modification or withdrawal of the action taken. Any employee who is given a written reprimand shall have the right to have his or her written and dated response placed in his or her personnel file. Any employee may request and have removed from his or her personnel file any written reprimand and/or reference to oral reprimand and any response by the employee which is more than two (2) years old; provided, that no subsequent disciplinary action has been taken (within the two (2) years prior to the date of the request) for reoccurrence of the same or similar problem(s) giving rise to the original reprimand.

4. If the County has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

5. Any employee found to be suspended or discharged without cause shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment, unless otherwise provided by the reinstatement order.

## ARTICLE 19

## SETTLEMENT OF DISPUTES

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

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

Step II: If the grievance has not been answered or resolved, it may be presented in writing by the employee or his or her representative to the department head within fourteen (14) calendar days after the response is due from the supervisor. The department head shall respond to the employee or his or her representative, in writing, within seven (7) calendar days.

Step III: If the grievance has not been answered or resolved at Step II, it may be presented, in writing, by the grievant or representative to the County Chair, or his or her designee(s), within fourteen (14) calendar days after the response of the department head is due. The County Chair, or his or her designee(s), shall respond in writing to the grievant or representative within seven (7) calendar days.

County Grievances: When the County has a grievance, it may be presented in writing to the Association through the County Chair or his or her representative. The parties will each then promptly appoint two (2) persons to serve as a Board of Adjustment to consider the grievance of the County and resolve the dispute. If the Board of Adjustment is unable to resolve the dispute within fourteen (14) calendar days of the notification to the Association, then the County may request arbitration under Step V of this Grievance Procedure, by written notice to the other party. This procedure for County grievances is not exclusive and the County expressly retains the right to alternately proceed with any other action, including court proceedings, it may deem in its discretion to be advisable or warranted.

Step IV: If the grievance has not been answered or resolved at Step III, either party may, within fourteen (14) calendar days after the expiration of time limit specified in Step III, request arbitration by written notice to the other party.

Step V: Arbitration. After the grievance has been submitted to arbitration, the parties, or their representatives, shall jointly request the Federal Mediation and Conciliation Service for a list of the names of seven (7) arbitrators. The parties shall select an arbitrator from the list by mutual agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names(s), the order of striking to be determined by lot. One (1) day shall be allowed for the striking of each name. The final name left on the list shall be the

arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.

The parties agree that no less than five (5) days prior to any scheduled arbitration hearing they will mutually exchange copies of all exhibits intended to be offered at the hearing, except the work product of any attorney or authorized representative involved.

The arbitrator shall be requested to begin taking evidence and testimony within a reasonable period after submission of the request for arbitration, taking into account the schedules of the parties, representatives, and witnesses, as well as that of the arbitrator; and he or she shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The parties hereby vest the arbitrator with authority to compel the attendance of witnesses on behalf of either party by issuance of a subpoena, the cost of which shall be borne by the party requesting the subpoena.

The arbitrator's decision shall be final and binding, but he or she shall have no power to alter, modify, amend, add to, or detract from the terms of the Contract. His or her decision shall be within the scope and terms of the Contract and in writing. Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior to the date the grievance was first filed with the supervisor, and it shall state the effective date of the award.

Expenses for the arbitration shall be borne by the losing party. The "losing party" shall be designated by the arbitrator but shall be one or the other of the two parties to the arbitration.

Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, on the condition that it pays for the record and makes copies available without charge to the other party and the arbitrator.

Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. A grievance may be terminated at any time upon receipt of a signed statement from the aggrieved party that the matter has been resolved.

2. Processing Grievances. Grievance Committee members may investigate and process grievances during working hours, within reasonable limits, without loss of pay, and all efforts shall be made to avoid disruptions and interruption of work. The Association shall provide the County's Office of Labor Relations (or its successor) with a current listing of all Grievance Committee members. The Association shall provide updates of this list as changes occur.

3. County-Association Meetings. The County Chair, or his or her representative(s), shall meet at mutually convenient times with the Association committee. All such meetings shall be held during normal working hours on County premises without loss of pay and the parties will so schedule such meetings as far as practical to avoid disruptions and interruption of work. The Association committee shall consist of not more than three (3) members selected by the Association.

## ARTICLE 20

## GENERAL PROVISIONS

1. No Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, sexual orientation, creed, religion, national origin, political affiliation, or physical and mental handicap unless there are bona fide job-related reasons. In the event the employer's obligations under the Americans With Disabilities Act (ADA) and this agreement conflict, the ADA shall prevail. The Association shall share equally with the County the responsibility for applying the provisions of the Agreement.

The County and the Association agree not to interfere with the rights of employees to become members or refrain from becoming members of the Association. The County and the Association further agree that there shall be no discrimination against any employee as a result of an employee's membership status or activity in the Association, provided, that such activity does not interfere with the effectiveness or efficiency of County operations.

2. Bulletin Boards. The County agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Association. The Association shall limit its postings of notices and bulletins to such bulletin boards. All postings of notices and bulletins by the Association shall be effectual in nature and shall be signed and dated by the individual doing the posting.

3. Visits by Association Representatives. The County agrees that accredited representatives of the Oregon Nurses Association, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct

Association business. The Association agrees that such visits will cause no disruptions or interruptions of work. The County will make a meeting area available with prior notice.

4. Rules. The County agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided a copy of the rules at the time of hire.

5. Changes in Existing Conditions. The County will solicit and be receptive to the input of the Association regarding any changes in working conditions proposed by the County, including but not limited to those related to implementation of the CQI program, and any such changes shall not be made for arbitrary or capricious reasons.

6. Supremacy of Contract. To the extent allowable by law, whenever a conflict arises between this Agreement and Multnomah County Code 3.10 or its successor, this agreement shall prevail.

7. Definitions. By this reference, the definitions contained in Addendum C are made a part of this Agreement.

8. Contract Orientation and Distribution.

A. Within thirty (30) days of the signing date of this Agreement, the County will supply the Association with sufficient copies of the Agreement for distribution to all members of the bargaining unit.

B. As a part of a new employee's orientation, he or she shall be provided with a copy of the Agreement and names of bargaining unit representatives.

9. Safety Inspection. As the County Chair's designee, the County Employee Services Director, or a member of the Employee Services Division staff designated by him or her, or in its own capacity the statutory safety committee shall no less than annually visit and inspect all

facilities within the Division of Corrections to which nurses are assigned, for the purpose of identifying and attempting to remedy conditions which may jeopardize the safety of nursing staff.

10. Corrections Meal Practice. The County shall provide a mid-shift meal for all nurses assigned to correctional institutions in accordance with the practice now in effect at Multnomah County Detention Center.

11. Professional Nursing Care Committee.

A. Professional Nursing Forum (PNF): The County continues to recognize the importance of utilizing the professional expertise of the bargaining unit nurses, including development of their professional and leadership skills. To meet these goals, and the goal of better patient care, the County shall continue to support a Professional Nursing Forum (PNF) until such time as the Nurse Employment Relations Committee ("N-ERC"), described below, determines an alternate process for discussing and resolving questions that fall within the forum's jurisdiction and incorporates that process in a memorandum of understanding pursuant to Article 22 below.

The Nursing Forum meetings shall be scheduled monthly and bargaining unit nurses may attend without loss of pay. Within budgetary limits, the County shall make every effort to allow bargaining unit nurses to regularly attend Forum and Forum Committee meetings.

B. Nurse Employment Relations Committee. To promote harmonious relations and aid internal communication, the parties agree to establish a Nurse Employment Relations Committee ("N-ERC") within thirty (30) days following the signing of this contract by both parties. The County's N-ERC members will be the Health Department Director (or designee) and a representative of the County's Labor Relations Division. The Association shall designate

four (4) employee members who will be released from duty to serve on the N-ERC without loss of pay. If the meeting is held at a time outside the member's regularly scheduled hours of work, he or she shall be permitted to flex his or her regular schedule within the FLSA workweek to compensate. The member and his or her schedule shall confer in advance of the meeting to determine a mutually agreeable flex schedule to achieve this purpose. In selecting members, the Association will select no more than one (1) employee from a particular organizational unit at one time and take into account such other considerations as are necessary to prevent disruption of operations. The Association may also designate its business representative to serve as a fifth member, if it desires. Either party may sponsor additional attendees at a particular meeting of the N-ERC after conferring with the Labor Relations Division representative and ONA business representative; PROVIDED, that the release of additional employee attendees must be approved by the employee's immediate supervisor. The N-ERC will establish regular quarterly meetings during normal working hours and will schedule such meetings insofar as practicable to avoid disruptions and interruptions of work. The Committee may discuss any matter pertinent to maintaining good employer-employee relations. Each party will attempt to give the other reasonable advance notice, insofar as practicable, of the agenda items it wishes to discuss at the next meeting. The parties first meeting shall occur within sixty (60) days following signing of this contract by both sides. The future of he Nurse Forum shall be a subject of that first meeting.

12. Contract Work.

A. Unless mutually agreed, the County will not contract out or subcontract any work now performed by employees covered by this Agreement when such would result in layoff of any bargaining unit employee(s) and the County is unable to find suitable or comparable alternate employment for the employee(s). However, this provision shall not apply to

contracting out or sub-contracting work when such was anticipated and considered as a part of the budgeting process and when the Association Representative has been notified of the specific plan and its probable impact at least thirty (30) days prior to adoption of the annual executive budget or formal Board consideration of budget modifications.

B. The County agrees to meet with the Association to discuss the effect of proposed contracting out or sub-contracting prior to the presentation of the proposal to the County Chair or Board for formal action.

C. The County further agrees to meet with the Association at its request, to explore the alternative of work force reduction by attrition.

13. Loss of Personal Property. An employee who suffers loss of personal property arising out of the performance of his or her duties and who has his or her claim for reimbursement denied by the County, may submit such claim to the Director of Employee Services or his or her designee(s) for review at the next County-Association meeting. In no event will payment be made when the employee's loss is recoverable through any insurance claim available to the employee. Approval of claims shall be subject to agreement by both the Association and the County.

14. ONA Representation In RESULTS Campaign. ONA may appoint one (1) representative each to the County-wide strategic design committee and the Health Department CQI Steering Committee. When making such appointments the ONA shall consider the cost to the County of such selections and the potential adverse impact on the provision of services. The ONA shall give the County 14 calendar days advance notice of its tentative selections. Upon request within that period the ONA shall meet with the affected supervisor's department head to discuss the selection, and shall consider in good faith possible alternative selections.

## ARTICLE 21

## SAVINGS CLAUSE AND FUNDING

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

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

## ARTICLE 22

## ENTIRE AGREEMENT

1. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by the rules and regulations of the Employee Services Division, and by Multnomah County Code 3.10 or its successor. The County and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

2. Nothing in this Article shall preclude:

A. The parties during the term of this Agreement

from voluntarily entering into amendments to the Agreement, or

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

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

3. If the County wishes to implement actions that would otherwise violate this agreement, the County and Association shall confer under 2.B above and decide within 14 days after notice of the proposed action whether to authorize a departure from the labor agreement. Such departures shall be for a stated time, with a stated scope and purpose, and shall only be by mutual agreement.

## ARTICLE 23

## TERMINATION

This Agreement shall be effective July 1, 1998 and shall remain in full force and effect through the 30th day of June, 2001, and shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than April 1, 2001, or ninety (90) days prior to any subsequent anniversary date that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 3RD day of JUNE, 1999.

OREGON NURSES ASSOCIATION

NEGOTIATED BY:

Scott Allan, Labor Relations Representative, Oregon Nurses Association

MULTNOMAH COUNTY BOARD OF COUNTY MISSIONERS

Beverly Stein, County Chair

Serena Cruz, Commissioner

Sharron Kelley, Commissioner

Diane Linn, Commissioner

Lisa Naito, Commissioner

NEGOTIATED BY:

Darrell Murray, Labor Relations Manager

REVIEWED: Thomas Sponsler
County Counsel for Multnomah County, Oregon:

By Kathryn A. Short
Assistant County Counsel

ADDENDUM A

SALARY SCHEDULE FOR ONA BARGAINING UNIT

Wages effective July 1, 1998: Effective July 1, 1998, the following wage rates shall apply for the steps indicated to employees on the payroll as of the date this agreement is assigned by both parties hereto. Such rates reflect an increase of three percent (3.00%) over June 30, 1998 rates:

| CLASSIFICATION | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|---|
| LICENSED COMMUNITY PRACTICAL NURSE | 12.89 | 13.47 | 14.06 | 14.65 | 15.21 | 15.80 | 16.39 | 16.97 | |
| COMMUNITY HEALTH* NURSE | 18.73 | 18.98 | 19.70 | 20.44 | 21.20 | 21.99 | 22.82 | 23.67 | 24.57 |
| NURSE PRACTITIONER | 23.76 | 24.46 | 25.61 | 26.34 | 27.11 | 27.91 | 28.77 | 29.91 | 31.11 |
| PHYSICIAN ASSISTANT | 23.76 | 24.46 | 25.61 | 26.34 | 27.11 | 27.91 | 28.77 | 29.91 | 31.11 |

In addition, employees on the payroll as of the date this agreement is signed by the parties shall be paid a one-time-only lump sum equal to three tenths of one percent (0.30%) of straight time wages earned during fiscal year 98-99. Such payment shall be made by July 31, 1999 or by the sixtieth day following signing of this agreement by the parties hereto, whichever is later.

Wages Effective July 1, 1999: Effective July 1, 1999 the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by three percent (3.0%).

Wages Effective July 1, 2000: Effective July 1, 2000 the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by two percent (2.0%) of June 30, 2000 rates.

Wages Effective January 1, 2001: Effective January 1, 2000, the straight time base hourly wage rates and ranges of employees covered by this agreement shall be increased by one percent (1.0%) of June 30, 2000 rates.

ADDENDUM B

MULTNOMAH COUNTY, OREGON
Employee Organization Membership Dues
Payroll Deduction Authorization Plan

I, _____, having voluntarily elected to become a member of _____

_____, do hereby authorize Multnomah County as my employer to deduct from my accrued earnings the monthly Association membership dues as certified by the Executive Director of the Oregon Nurses Association.

This deduction shall be made only if my accrued earnings are sufficient to cover the above amount after all other authorized payroll deductions have been made.

I agree to indemnify, defend and hold the County harmless against any claims made or suits instituted against Multnomah County as a result of this authorization.

I understand that I may withdraw this authorization at such time as I terminate my membership in the above indicated employee organization or desire to make other payment arrangements directly with the employee organization involved.

Signed: _____ Date: _____

Employee Name: _____ ____/____/____

Month /Day/Year

Name of Employee Organization: _____

## ADDENDUM C

## DEFINITIONS

1. Continuous service. Means uninterrupted employment with Multnomah County subject to the following provisions:

A. Continuous service shall include uninterrupted employment with another governmental agency accomplished in accordance with and subject to ORS 236.610 through 236.650.

B. For purposes of determining length of service prior to July 1, 1975, an interruption in employment of fourteen (14) months or less shall constitute continuous service, in addition to those individually documented cases previously approved by the Board of County Commissioners, the Chair, or Employee Services counsel.

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

2. Full-time employee. An employee regularly scheduled to work thirty-two (32) or more hours per week if on an eight (8) hour per day schedule; or an employee regularly scheduled to work thirty (30) or more hours per week if on a ten (10) hour per day schedule.

3. Managerial employee. Means a person who formulates policy or has a major role in the administration of policy; provided, that such role is not of a routine or clerical nature and requires the exercise of independent judgment.

4. On-Call employee. An individual hired to perform sick, vacation, or variable load relief work on a sporadic basis when, in the County's judgment, no other form of appointment is practicable.

5. Part-time employee. An employee regularly scheduled to work less than thirty-two (32) hours per week but twenty (20) or more hours per week on a regular schedule.

6. Permanent employee. An employee who following an examination process is appointed from a list of eligibles certified by the Employee Services Division to fill a budgeted position; provided that a permanent employee shall retain such status upon temporary or permanent transfer, promotion, or demotion.

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

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

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

ADDENDUM D

MULTNOMAH COUNTY AFFIDAVIT OF

MARRIAGE OR DOMESTIC PARTNERSHIP

I, (print name of employee)_____, certify that I and (print name of spouse or domestic partner) _____ (check and complete either A. or B., whichever applies):

A. _____ were legally married on (date) _____, or have a Common Law Marriage recognized under Oregon law as follows:_____

_____

_____

_____

B._____ are and have each been the other's partner in a domestic partnership, as defined below. For purposes of this affidavit, a "domestic partnership" is one consisting of two persons in which the members:

1. Jointly shared the same permanent residence for at least six (6) months immediately preceding the date of this affidavit and intend to continue to do so indefinitely;

2. Have a close personal relationship with each other;

3. Are not legally married to anyone; and

4. Are each eighteen (18) years of age or older;

5. Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;

6. Were mentally competent to contract when the domestic partnership began;

7. Are each other's sole domestic partner; and

8. Are jointly responsible for each other's common welfare including "basic living expenses." For purposes of this affidavit, "basic living expenses" means the cost of basic food, shelter, and any other expenses of a member of the domestic partnership which are paid at least in part by a program or benefit for which the partner qualified because of domestic partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.

This affidavit terminates upon the death of the signing employee's spouse or domestic partner or by a change in circumstances attested to in this affidavit. The signing employee must notify the Employee Services Division within thirty (30) days after such death or change by filing a Statement of Termination of Marriage/Domestic Partnership. After filing of a Statement of Termination of Marriage/Domestic Partnership, the employee may not file a new Statement of Marriage/Domestic Partnership for six (6) months from the date such statement is received by the Employee Services Division.

**NOTICE:** ***Signing this affidavit may or may not have legal implications affecting relations between domestic partners beyond the extension of medical or dental insurance coverage for which it is intended. If you desire further information concerning the possible legal consequences of signing this form, please consult an attorney.***

I attest that the certification I have provided herein is true and correct to the best of my knowledge.

Employee's Signature: _____ Date: _____

Received By: _____ Date: _____
Employee Services Div. Representative

ADDENDUM E

STATEMENT OF TERMINATION OF

MARRIAGE OR DOMESTIC PARTNERSHIP

I, (name of employee)_____, affirm that the Affidavit of Marriage/Domestic Partnership attested to and signed by me on (date of affidavit) _____ _____ shall be and is terminated as of this date. Termination is due to:

_____ Dissolution of marriage.

_____ Termination of domestic partnership.

_____ Death of spouse/domestic partner.

I understand that I cannot file a Statement of Marriage or Domestic Partnership to enroll a new domestic partner until six (6) months following the receipt of this Statement by the Employee Services Division.

Signature of Employee_____ Date _____

Received By: _____ _____
Employee Services Div. Rep. Date

ADDENDUM F

DRAFT DRUG AND ALCOHOL POLICY

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

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

3. Alcohol And Drug Policy Work Rules and Discipline.

A. Conduct Warranting Discipline.

1. While on duty, or on County premises, or operating County vehicles employees shall obey the work rules listed in "Subsection B" below. As with all work rules, violations may result in discipline per the provisions of Article 17, Disciplinary Action.

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

B. Work Rules.

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

a. Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell alcohol or alcohol containers in or to the work place except when

lawfully required as part of the job. An exception will be sealed alcohol containers for gift purposes. Supervisors must be notified when such containers are brought to the work place. The "work place" includes vehicles parked on County property.

b. Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the workplace except when lawfully required as part of the job.

c. Not distribute, dispense, or sell prescription medications without a valid prescription.

2. Possession, consumption, and distribution of alcohol and drugs while off duty on County premises. Employees shall:

a. Not use, possess, or distribute illegal drugs.

b. Not use or distribute alcohol without authorization.

3. Fitness For Duty. Employees shall:

a. Not report for duty while under the influence of alcohol or drugs. An individual is considered to be "under the influence" of alcohol if a breathalyzer test indicates the presence of alcohol at or above the .04% level. An individual is considered to be "under the influence" of drugs when testing indicates the presence of controlled substances at or above the levels applying to CDL holders.

b. Not render themselves unfit to fully perform work duties because of the use of alcohol or illegal drugs, or because the abuse of prescription or non-prescription drugs.

c. Comply with legally mandated occupational requirements, whether or not they are specifically included in this policy. For example, by law holders of CDL's may not perform safety sensitive functions, such as driving, at or above the .02% level.

d. Not be absent from work because of the use of alcohol or illegal drugs, or because of the abuse of prescription or no-prescription medications, except when absent to participate in a bona fide assessment and rehabilitation program while on FMLA leave.

e. Inform themselves of the effects of any prescription or non-prescription medications by obtaining information from health care providers, pharmacists, medication packages and brochures or other authoritative sources in advance of performing work duties.

f. Notify their supervisor in advance when their use of prescription or non-prescription medications may interfere with the safe and efficient performance of duties.

4. Cooperation with Policy Administration. Employees shall:

a. Not interfere with the administration of this Drug Policy. Examples include, but are not limited to, the following: tainting, tampering, or substitution of urine samples; falsifying information regarding the use of prescribed medications or controlled substances; or failure to cooperate with any tests outlined in this policy to determine the presence of drugs or alcohol.

b. Provide within twenty-four (24) hours of request a current valid prescription in the employee's name for any drug or medication which the employee alleges gave rise to reasonable suspicion of being under the influence of alcohol or drugs.

c. Respond fully and accurately to inquiries from the County's Medical Review Officer (MRO); authorize MRO contact with treating health care providers upon request.

d. Complete any assessments or treatment programs required under this Policy.

e. Sign a waiver upon request authorizing treatment providers to disclose confidential information necessary to verify successful completion of any assessment or treatment program required under this Policy.

f. Disclose promptly (upon the next working day) and fully to his/her supervisor:

i. All drug or alcohol-related arrests, citations, convictions, guilty pleas, no contest pleas or diversions which resulted from conduct which occurred while he or she was on duty, on County property, or in a County vehicle; or

ii. Any other violation of laws regulating use of alcohol and controlled substances which adversely affects an employee's ability to perform major job functions, specifically to include loss or limitation of driving privileges when the employee's job is identified as requiring a valid license.

C. Levels of Discipline

1. The level of discipline imposed on non-probationary employees for violation of the Alcohol and Drug Policy Work Rules above or other violations resulting from the use of alcohol or drugs will be according to the provisions of Article 17, Disciplinary Action.

2. Employees will be held fully accountable for their behavior. Use of alcohol or drugs, or alcohol or drug dependency, will not mitigate the discipline imposed for rule

violations, misconduct, or poor performance except as specifically provided in the section on last chance agreements below.

3. The Parties acknowledge that, all other things being equal, certain duties imply a higher standard of accountability for compliance with the requirements of this policy than others. These duties include, but are not limited to, the following:

a. carrying firearms

b. work in the criminal justice system

c. responsibility for public safety or the safety of coworkers

d. handling narcotics or other controlled substances

e. handling hazardous equipment or materials

f. influencing the behavior of minors

g. holding a Commercial Drivers License

4. In instances in which the County determines that an employee's conduct warrants termination, and the employee is diagnosed as having a chemical dependency by a Substance Abuse Professional (SAP) as provided for in "Subsection D" below, the County may offer the employee continued employment under the terms of a last chance agreement, an example of which is included as an attachment to this addendum.

a. Any Last Chance Agreement will include but not be limited to the following:

i. the requirement that the employee enroll, participate in, and successfully complete a treatment program as recommended by the Substance Abuse Professional;

ii. the right for the County to administer any number of unannounced follow up drug or alcohol tests at any time during the work day for a period of two (2) years from completion of any required treatment or education program;

iii. the signatures of the employee's supervisor, the employee, and the employee's Union representative.

b. The offer of a Last Chance Agreement will not set precedent for the discipline of other employees in the future. Any discipline incorporated in a Last Chance Agreement may not be grieved under the provisions of Article 18, Grievance Procedure.

D. Mandatory Assessment and Treatment

1. Employees who are disciplined for conduct which is related to the use of alcohol or drugs may be required to undergo assessment and to complete a program of education and/or treatment prescribed by a Substance Abuse Professional selected by the County. Employees who test positive for alcohol or controlled substances will be required to undergo assessment at the earliest opportunity, regardless of whether disciplinary action has been taken.

2. The County will verify employees' attendance, and that the assessment and treatment have been completed. This verification and any other information concerning alcohol and drug dependency will be treated as confidential medical information per applicable state and federal law and County Administrative Procedures.

3. Policy on the use of leave for assessment and treatment will be the same as for any other illness.

E. Return to Work Testing. Employees who test positive for being "under the influence" of drugs may be required to test negative before returning to work. (Note that Federal

law requires CDL holders performing safety sensitive functions to undergo return to work testing after a positive alcohol or drug test.)

4. Testing

A. Basis for Testing

1. All employees may be tested:

a. based on reasonable suspicion of being "under the influence" of alcohol or prohibited drugs;

b. before returning to work after testing positive for being "under the influence" of alcohol or drugs;

c. as part of a program of unannounced follow-up testing provided for in a Last Chance Agreement.

2. An employee applying for a different County position will be subject to testing on the same basis, and using the same procedures and methods, as outside applicants.

3. Holders of Commercial Drivers Licenses shall be subject to the testing requirements of federal law, in addition to the requirements herein which apply to all employees. For example, unlike other employees, CDL holders will be subject to legally required random testing and testing following certain kinds of accidents.

B. Establishing Reasonable Suspicion

1. Definition

a. "Reasonable suspicion" is a set of objective and specific observations or facts which lead a supervisor to suspect that an employee is under the influence of drugs, controlled substances, or alcohol. Examples include, but are not limited to: slurred speech, alcohol on the breath, loss of balance or coordination, dilated or constricted pupils,

apparent hallucinations, high absenteeism or a persistent pattern of unexplained absenteeism, erratic work performance, persistent poor judgment, difficulty concentrating, theft from office or from other persons, unexplained absences during office hours, or employee's admission of use of prohibited substances.

b. Lead workers who oversee day to day work activities are "supervisors" for the purposes of establishing reasonable suspicion and directing employees to be tested on that basis. This provision applies to lead workers who supervise or act as lead workers as part of their job description, (such as Corrections Records Supervisors and Maintenance Crew Leaders), as well as to those who receive premium pay under Article 15.12, Lead Assignments.

2. Supervisory training. The County will provide training to all supervisors on establishing reasonable suspicion and the nature of alcohol and drug dependency. Supervisors who have not been trained will not have the authority to direct employees to be tested on the basis of reasonable suspicion of being under the influence.

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

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

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

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

C. Testing Methodology

1. Testing procedures for all employees will be governed by the same standards as apply to CDL drivers under federal law. These standards include, but are not limited to, those governing sample acquisition, the chain of custody, laboratory selection, testing methods and procedures, and verification of test results.

2. In accordance with CDL standards, the County will contract with a medical doctor trained in toxicology to act as an MRO (Medical Review Officer). He or she will review preliminary positive test results with employees and any relevant health care providers before the results are reported to the County. Based on his or her professional judgment, he or she may change the preliminary test result to negative. The County will not be able to distinguish a test result that is negative by MRO intervention from any other negative result.

3. In addition to compliance with federal guidelines, the following safeguards will also be applied:

a. Test results will be issued by the MRO or the testing laboratory only to the investigatory or supervisory personnel designated by the County. The results will be sent by certified mail or hand-delivered to the employee within three working days of receipt of results by the County.

b. If an employee disagrees with the results of the alcohol or drug test, the employee may request, in writing within five (5) days of receipt of test results, that the

sample be re-tested at the employee's expense by the testing laboratory. The result of any such retest will be deemed final and binding and not subject to any further test. Failure to make a timely written request for a retest shall be deemed acceptance of the test results. If an employee requests a retest, any disciplinary action shall be stayed pending the results of the re-testing.

c. Test reports are medical records, and will be handled according to applicable state and federal law and County Administrative Procedures which insure the confidentiality of such records.

5. Definitions

A. Alcohol: Ethyl alcohol and all beverages or liquids containing ethyl alcohol. Levels of alcohol present in the body will be measured using a breathalyzer test.

B. Controlled Substance: All forms of narcotics, depressants, stimulants, analgesics, hallucinogens, and cannabis, as classified in Schedules I-V under the Federal Controlled Substances Act (21 USC § 811-812) as modified under ORS 475.035, whose sale, purchase, transfer, use, or possession is prohibited or restricted by law.

C. County: Multnomah County, Oregon.

D. Drug Paraphernalia: Drug paraphernalia means any and all equipment, products, and materials of any kind, as more particularly defined in ORS 475.525(2), which are or can be used in connection with the production, delivery, or use of a controlled substance as that term is defined by ORS 475.005.

E. Drug Test: A laboratory analysis of a urine sample to determine the presence of certain prohibited drugs or their metabolites in the body.

F. Drugs: Controlled substances, designer drugs (drug substances not approved for medical or other use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug

Administration), and/or over-the-counter preparations available without a prescription from a medical doctor that are capable of impairing an employee's mental or physical ability to safely, efficiently, and accurately perform work duties.

G. Medical Review Officer (MRO): A medical doctor trained in toxicology who contracts with employers primarily to review positive preliminary drug test results with employees. The MRO determines whether or not the results are likely to have been caused by factors other than drug abuse.

H. On Duty: The period of time during which an employee is engaged in activities which are compensable as work performed on behalf of the County, or the period of time before or after work when an employee is wearing a uniform, badge, or other insignia provided by the County, or operating a vehicle or equipment which identifies Multnomah County.

I. Prescription Medication: A medication for which an employee is required by law to have a valid, current prescription.

J. Reasonable Suspicion of Being Under the Influence of Drugs or Alcohol: See Section 4.B.1.a above.

K. Substance Abuse Professional (SAP): A licensed physician, or licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

L. Under the Influence of Alcohol: See Section 2.B.2 above.

M. Under the Influence of Drugs: See Section 2.B.2 above.

LAST CHANCE AGREEMENT

The following agreement is entered into between The Employer and The Employee. Failure on the part of the employee to meet the expectations below will result in the termination of his or her employment.

1. I agree to be evaluated by a qualified alcohol/substance abuse counselor, and if required, I shall immediately enroll and continue in a bona fide alcohol/drug impatient or outpatient rehabilitation program approved by the Employer. I fully understand that should I fail to complete either the inpatient or outpatient program, my employment with The Employer will be terminated.

2. I agree to comply with and complete the conditions of my "Aftercare Plan" as recommended by my treatment counselor. If I must be absent from my aftercare session, I must notify the employer. The Employer has my permission to verify my attendance at required meetings. If I do not continue in the aftercare program, I understand that my employment will be terminated.

3. I understand that the signing of this agreement shall allow the Employer the right to communicate with my physician and/or counselors regarding my status and progress of rehabilitation and aftercare.

4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing (urinalysis or breath test) by the Employer for a period of 24 months from the date I return to work. (This time period will increase accordingly if I am absent from work, for any reason, for a cumulative period of one month or more.) I understand that if I refuse to take a drug test or if the test is positive, my employment will be terminated.

5. I agree to return to work upon successful completion of the alcohol/drug rehabilitation program.

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

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

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

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

Disciplinary Action

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

Personal Commitment

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

I understand the terms and conditions of this letter. I also understand that, except as expressly stated in this agreement, my terms and conditions of employment will be determined by the County's policies and rules, and that this agreement does not guarantee me employment for any set period of time. I have had sufficient time to study it away from the work place and to consult

anyone I desire about it. I sign it free of any duress or coercion. This letter will become part of my personnel file.

| | |
|---|---|
| X _____ | x _____ |
| (Employee) (Date) | (Exempt Employee With Disciplinary Authority)** (Date) |
| _____ | _____ |
| (Labor Representative ) (Date) | (Employee's Immediate Exempt Supervisor***) (optional) ( Date) |
| _____ | |
| (Multnomah County Labor Relations, if applicable*) (Date) | |

Footnotes:

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

** Always necessary.

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

JUN 03 1999

**BUDGET MODIFICATION NO.** DES 99-15 (For Clerk's Use) Meeting Date: MAY 27 1999 R-6

Agenda No.: C-10

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: _____ (Date)

DEPARTMENT: **Environmental Services** DIVISION: **Facilities & Property Mgmt**

CONTACT: **Lance Duncan** PHONE: **x83278**

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: **Lance Duncan**

SUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)

**Budget Modification # DES99-15 to add 1.0 FTE Facilities Services Coordinator to the Multnomah Building, beginning May, 1999**

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?

***[ X ] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET***

**This budget modification redistributes expenditures related to the State Office Building in light of the recent purchase of the Multnomah Building to provide a Facilities Services Coordinator in that facility, plus related materials and supplies.**

99 MAY 13 AM 11:11
COUNTY COMMISSIONERS
PUBLIC SERVICE BUILDING
MULTNOMAH COUNTY
OREGON

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

**none**

**TOTAL $0**

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

_____ (Specify Fund) Fund Contingency BEFORE THIS MODIFICATION (as of _____): $_____

AFTER THIS MODIFICATION: $_____

| | | | |
|---|---|---|---|
| Originated By: Lance Duncan | Date: 5/7/1999 | Department Director: | Date: 5/10/99 |
| Plan / Budget Analyst: | Date: 5-18-99 | Employee Services: | Date: 5-13-99 |
| Board Approval: | Date: | | |

f:\admin\fiscal\budget\9899\budmods\DES99-15 FM Facilities Svc Coordinator - Multnomah.xls 5/7/1999

## BUDGET MODIFICATION NO. DES99-15

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

| | | ANNUALIZED | | | |
|---|---|---|---|---|---|
| FTE | POSITION TITLE | BASE PAY | FRINGE | INSUR | TOTAL |
| **1.00** | **Facilities Services Coordinator - Multnomah Building** | **42,785** | **7,492** | **5,678** | **55,955** |
| | | | | | **0** |
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| **1.00** | **TOTAL ANNUALIZED CHANGES** | **42,785** | **7,492** | **5,678** | **55,955** |

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

| | | | CURRENT YEAR | | | |
|---|---|---|---|---|---|---|
| FTE | POSITION TITLE | EXPLANATION | BASE PAY | FRINGE | INSUR | TOTAL |
| **0.17** | **Facilities Svcs Coord** | **1.0 FTE for 2 months 1998-99** | **7,131** | **1,249** | **946** | **9,326** |
| | | | | | | **0** |
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| **0.17** | **TOTAL CURRENT FISCAL YEAR CHANGES** | | **7,131** | **1,249** | **946** | **9,326** |

## BUDGET MODIFICATION NO. DES99-15

## EXPENDITURES

TRANS EB GM  TRANS DATE:  ACCTING PERIOD:  Budget Fiscal Year: 98/99

| Line No. | Doc No. | Action | Fund | Agency | Org | Activity | Report Categor | Object | Current Amount | Revised Amount | Change Increase/ (Decrease) | Subtotal | Description |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | DES99-15 | | 410 | 030 | 5610 | | | 5100 | 526,318 | 533,449 | 7,131 | | Add Facilities Svcs Coordinator |
| 2 | DES99-15 | | 410 | 030 | 5610 | | | 5500 | 96,977 | 98,226 | 1,249 | | Add Facilities Svcs Coordinator |
| 3 | DES99-15 | | 410 | 030 | 5610 | | | 5550 | 74,813 | 75,759 | 946 | | Add Facilities Svcs Coordinator |
| 4 | DES99-15 | | 410 | 030 | 5610 | | | 6230 | 70,925 | 73,677 | 2,752 | | Miscellaneous Supplies |
| 5 | DES99-15 | | 410 | 030 | 5610 | | | 7150 | 16,454 | 16,780 | 326 | | Telephone |
| 6 | DES99-15 | | 410 | 030 | 5650 | | | 6170 | 4,972,666 | 4,960,262 | (12,404) | | Reduce Rentals |
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# Staff Report Supplement

To: Board of County Commissioners
From: Lance Duncan
Date: May 7, 1999
Subject: Budget Modification DES99-15

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I. Recommendation/Action Requested

Approval of budget modification.

II. Background/Analysis

Facilities & Property Management intends to present a professional presence to the public and tenants at the new Multnomah Building. Facilities & Property Management requests adding a Facilities Services Coordinator on permanent assignment to that location to coordinate and manage all facility-related issues including service requests pertaining to Facilities & Property Management, addressing issues relating to all common areas, assisting security personnel, and other responsibilities as further determined by the Customer Services Supervisor in conjunction with tenants. In the interim between the County's taking ownership and full occupancy, this position will also work with coordinating contractor's work related to requested tenant improvements.

III. Financial Impact

For FY 1998-99, there is a small financial impact of approximately $12,400. Expenditures appropriated in Property Management initially for use at the State Office Building and Solomon Building will be redirected towards these expenditures. There will be no net changes in expenditures or revenues but the result will be slightly less money carried forward in the non-departmental general fund as an offset to the COP issued for the purchase and tenant improvements of the building. For 1999-2000, these charges will be recovered through tenant reimbursements to Facilities & Property Management.

IV. Legal Issues

No specific issues known.

V. Controversial Issues

None known.

VI. Link to Current County Policy

The action contemplated in this budget modification is responsive to current policy regarding appropriate classification of employees, as well as responding to the County Benchmarks of good government, and the RESULTS vision. Specifically this service is designed to support the vision so the public and tenants will receive excellent quality, customer-focused service, and Multnomah County employees will have an excellent place to work.

VII Citizen Participation

None anticipated.

VIII Other Government Participation.

None required or expected.

MEETING DATE: June 3, 1999
AGENDA NO: R-7
ESTIMATED START TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

# AGENDA PLACEMENT FORM

SUBJECT: Discussion of the County Acquiring Space in the Portland Public School District's Blanchard Building and a Motion to ask the Chair to direct staff to develop an Intergovernmental Agreement and report on progress by September 1, 1999

BOARD BRIEFING: DATE REQUESTED:
REQUESTED BY:
AMOUNT OF TIME NEEDED:

REGULAR MEETING: DATE REQUESTED: June 3, 1999

AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: Non-Departmental DIVISION: Commissioner Diane Linn

CONTACT: Ramsay Weit TELEPHONE #: 248-5137
BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: Commissioner Diane Linn

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [x] POLICY DIRECTION [x] APPROVAL [ ] OTHER

SUGGESTED AGENDA TITLE:

*Discussion of the County Acquiring Space in the Portland Public School District's Blanchard Building and a Motion to ask the Chair to direct staff to develop an Intergovernmental Agreement and report on progress by September 1, 1999*

SIGNATURES REQUIRED:

ELECTED OFFICIAL:
(OR)
DEPARTMENT
MANAGER:

99 MAY ... PM 2:18
COUNTY COMMISSIONERS
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

**Diane Linn**, Multnomah County Commissioner
DISTRICT ONE

## Backgrounder -- R-7

- The Portland Public School Performance Audit Implementation Steering Committee (AISC) was charged with examining the potential for more efficient use of District resources.

  The Facilities Utilization Task Force recommended that the District aggressively pursue with its local government partners opportunities for shared-space arrangements as well as co-located government services and programs.

- Portland Public Schools has space available in the Blanchard Education Service Center (BESC) administrative building resulting from a reconfiguration of its facilities. (More details will be provided by District staff)

- Multnomah County currently occupies space in other buildings that could be more efficiently combined in the available space at the Blanchard site, enabling the sale of some formerly occupied county property. (ie: The Ford Building). County staff anticipates moving around 130 employees/functions including central stores (warehouse), dental health, facility and property management, records (FREDS), and distribution.

- Multnomah County and the Portland School District are partners in multiple initiatives focused on success for school-age children and the creation of neighborhood assets housed in community school settings.

- A proposed intergovernmental agreement would position Multnomah County to acquire needed space from the District and, in so doing, would provide immediate financial assistance to promote the District's and the County's goals for the 1999-2000 school year.

- The agreement will be based on solid business principles, that this could produce double public benefit and create a win-win-win situation for the County, for the district and for the kids.

- Possible longer-term benefits include:
  - Coordination of some District and County functions;
  - Enabling the school district to leverage the payment to produce other revenue; and,
  - Better management of District and County resources/assets.

1120 S.W. Fifth Ave., Suite 1500, Portland, Oregon 97204
Phone: (503) 248-5220, FAX: (503) 248-5440, E-Mail: diane.m.linn@ co.multnomah.or.us

"Printed on recycled paper"

May 13, 1999

To: Superintendent and School Board Members
Portland Public Schools
School District No. 1, Multnomah County

From: 1999 Citizen Budget Review Committee

The Citizen Budget Review Committee was convened late last year to review a proposed 1999-2000 Portland Public Schools budget. While awaiting delivery of a budget document for review, we have used our meeting time, as productively as possible, to familiarize ourselves with the District's current operating budget and existing programs. As we moved logically from gathering data to evaluating the relative merits of various programs, especially in light of anticipated budget shortfalls, we have been hampered by the lack of established "guiding principles" with which to determine priorities. The missing component in our discussions has been a clear series of existing policy and value statements to guide us and other stakeholders in the system to determine direction and evaluate outcomes. The Mission Statement, established by the Board of Education, is inadequate to facilitate either our evaluations of current programs or to establish the future direction.

Regardless, at this date, lacking complete budget numbers and adequate review time, yet wishing to provide citizen input to both the Board and the Superintendent, the CBRC has developed the following value statements:

1. The CBRC believes that the Portland Public Schools' *core mission* is to provide exemplary learning opportunities with high quality teaching in safe facilities. Learning to read English, write it grammatically, spell, do arithmetic, solve problems, study history and culture(s), elementary natural and physical science, foreign languages, arts and music are core subjects to be mastered in adequately staffed classrooms and supported in school libraries. Recess, physical education and access to counseling are equally necessary to promote well being and readiness to learn. The institution of full-day kindergarten at all elementary schools is an important and strongly recommended step for PPS. As a necessary element of providing full-day kindergarten programs, the District would need to forge additional on-site daycare partnerships. To accomplish all of these goals, the District must continue in earnest to identify and support the key aspects of the operation that contribute directly to its core mission.

2. The Board and the Superintendent must make strategic collaborations with state and local government agencies, private sector, not-for-profit, and other stakeholder groups an integral part of the District's plans for providing "teaching and learning" at its highest level. The District administration, which has historically resisted the sharing of resources, decision-making and physical space must no longer find acceptance at the Board level. The Board and Superintendent must encourage and support vigorous

efforts to shift non-core functions (groundskeeping, mental health counselors for school sites, security, competitive athletics, etc.) by contracting, transfer of funding and responsibilities to other government agencies or through other creative partnership explorations. The CBRC feels confident that the District's developing receptivity to collaborative partnerships will have positive outcomes fiscally and will more effectively serve Portland's students and the community at large.

3. The Board and District must establish a defined curriculum that will allow students to articulate logically and consistently from grade to grade. It does a disservice to students when courses that are taught at the elementary level fail to properly prepare students for middle school, and when middle school courses fail to properly prepare students for high school courses. This articulated curriculum plan needs to be coordinated and appropriately phased with the cycles of the mandated state assessment and evaluation activities. While the CBRC recognizes that the prior loss of the curriculum department may make it more difficult to implement a coherent curriculum plan that ensures such articulation, the CBRC encourages the Board and the District to devise alternative means of ensuring smooth articulation.

4. There must be consistency of curriculum across the District. The CBRC recommends that the Board and District adopt a plan, whereby a significant percentage of the curriculum in each core subject is required by the District and is thus consistent throughout the District. The balance of the curriculum can be devised by the individual school to reflect the unique needs and interests of each school's population. The lack of a "core curriculum" threatens the equity of education when students are not assured equality of educational opportunity regardless of what school they attend. The lack of consistency in curriculum across the District also undermines articulation. As students transfer from one school to another, this lack of consistency can have a negative impact on successful performance.

5. The Board and District must require baseline staffing at each school within the district to ensure that each school has a counselor, media specialist, art, music, and physical education teachers. Such a mandate by the District will protect equity, ensuring that every student within the district has an equal opportunity to take advantage of critical counseling, arts, music and physical education programs.

This committee, charged by the Board to review the 1999-2000 proposed budget, cannot provide a review that is meaningful, given the lack of time. We understand the circumstances that have led to the later delivery of the budget framework this spring. We applaud the Superintendent's stated goal to engage the community in future District processes at all levels. The proposed Strategic Plan should provide the framework of stated values and clear direction the CBRC has operated without this year. Upon its adoption, we look forward to a deeper, more timely, more engaged dialogue as the CBRC fulfils its charge.

MEETING DATE: June 3, 1999
AGENDA #: R-8
ESTIMATED START TIME: 10:15

*(Above Space for Board Clerk's use only)*

# AGENDA PLACEMENT FORM

SUBJECT: 1999 Legislative Agenda Update

BOARD BRIEFING: DATE REQUESTED:
REQUESTED BY:
AMOUNT OF TIME NEEDED:

REGULAR MEETING: DATE REQUESTED: Thursday, June 3, 1999

AMOUNT OF TIME NEEDED: 1 Hour

DEPARTMENT: Non-Departmental DIVISION: Public Affairs Office

CONTACT: Gina Mattioda TELEPHONE #: 306-5733 or 202-5321
BLDG/ROOM #: 166/1045

PERSON(S) MAKING PRESENTATION: Gina Mattioda and Susan Lee

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [x] POLICY DIRECTION [ ] APPROVAL [ ] OTHER

SUGGESTED AGENDA TITLE:

1999 Legislative Agenda

BOARD OF COUNTY COMMISSIONERS
99 MAY 26 AM 10:31
PUBLIC SERVICES BUILDING
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL:
(OR)
DEPARTMENT MANAGER Gina Mattioda

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Board Clerk @ 248-3277

Capitol News
A source of legislative information for Multnomah County
by the Public Affairs Office

# *Board of County Commissioners*
# *Legislative Agenda Update - June 1999*

***Maintain Public Safety.***

**SB 555** is a policy framework that addresses such issues as early childhood development, reducing juvenile crime, addressing prevention and treatment of alcohol and drug use, and clarifying the role of the Commissions on Children and Families. This bill, the legislatures' response to the **Governor's Juvenile Crime Prevention Strategy**, is a compromise of various interest groups. On Thursday, May 27, the Senate Judiciary Committee adopted the –14 amendments and moved the bill to Ways and Means, where it will be assigned to the Ways and Means Subcommittee on Public Safety. These amendments are a result of several weeks of negotiations between the Governor's Office, legislative leadership, local commissions, and many other social service advocates. According to Committee Chair, Senator Neil Bryant, (R-Bend) the focus now moves to the level of funding for each component. Funding discussions center on the following:

- $7 million in the State Commission on Children and Families for early childhood development
- $20-21 million for reducing juvenile crime
- No specific funding figure has been identified for alcohol and drug prevention and treatment

**ACTION:** Contact members of the Ways and Means Subcommittee on Public Safety urging them to adequately fund all elements of SB 555. Subcommittee members and contact numbers are listed below.

| **W&M Public Safety** | | |
|---|---|---|
| Rep. Ben Westlund – Chair | R-Bend | 986-1455 |
| Rep. Kevin Mannix | R-Salem | 986-1432 |
| Rep. Karen Minnis | R-Wood Village | 986-1420 |
| Rep. Rob Patridge | R-Medford | 986-1450 |
| Rep. Floyd Prozanski | D-Eugene | 986-1440 |
| Rep. Kurt Schrader | D-Canby | 986-1423 |
| Sen. Avel Gordly | D-Portland | 986-1710 |
| Sen. Lenn Hannon | R-Ashland | 986-1726 |
| Sen. Eugene Timms | R-Burns | 986-1730 |

**HB 2723**, sponsored by Rep. Dan Gardner (D-Portland) and Rep. Jo Ann Bowman (D-Portland), would **extend school days in all county juvenile detention facilities to 220 days.** Currently, some facilities offer 220 days, while others have 180 days. This legislation is still pending in Ways and Means: it has a fiscal impact of $452,000. According to Rep. Karen Minnis (R-Wood Village) the bill is on the Ways and Means Co-Chair's radar screen, but not a high priority. The Juvenile Directors Association and other supporters continue to contact members of Ways and Means Subcommittee on Education as well as legislative leadership about the importance of this issue.

**SB 686** amends ORS 137.630 and 181.610 to permit non-certified, non-sworn staff to conduct routine offender contacts and perform other duties that assist in case management of the offender population under the direction of probation and parole officers or supervisors. This bill **would clarify the duties of probation and parole officers**. On Friday, May 14, 1999 this bill received a public hearing in House Judiciary: Criminal Law. Since this time a work group has been created to develop a workable solution. Members of the work group include representatives from the Oregon Community Corrections Directors (OCCD), AFSCME, Federation of Probation and Parole Officers (FOPPO), and the Sheriff's Association. As of Friday, May 28 there was agreement on duties of probation and parole officers and paraprofessionals. The Sheriff's Association has presented an amendment, "perform security functions of searches, supervision, transport and control of offenders within a custodial or correctional facility." These amendments are of concern to the OCCD.

***Funding of community corrections and 1145 local control.*** **SB 5506** is the Department of Corrections budget, which contains funds for 1145 local control. Public testimony from County Commissioners, law enforcement officials and community correction directors was heard on Monday, May 17, 1999 in front of the Ways and Means Subcommittee on Public Safety. The public testimony reflected the need for $7.7 million along with an additional $2.1 million. Together these funds will reflect actual costs. On Friday, May 28, news that legislative leadership had taken the $7.7 million rolled throughout the Capitol. Presently, the law enforcement community is vigorously working with the Governor's Office and other advocates to educate legislative leadership about the importance of these funds.

**ACTION:** Contact legislative leadership along with their county commissioners and law enforcement officials. Names and contact numbers are listed below. Stress the importance of the $7.7 million and the need to fully fund the 1145 Partnership.

| **Legislative Leadership** | | |
|---|---|---|
| Rep. Lynn Snograss | R-Boring | 986-1200 |
| Rep. Leslie Lewis | R-Carlton | 986-1429 |
| Rep. Ben Westlund | R-Bend | 986-1455 |
| Sen. Brady Adams | R-Grants Pass | 986-1600 |
| Sen. Eugene Timms | R-Burns | 986-1730 |
| Sen. Eileen Qutub | R-Beaverton | 986-1704 |

***Continue Oregon Health Plan.***

**The Oregon Health Plan** is currently included in **HB 5029** the Department of Human Resources (DHR) Budget. Senator Eileen Qutub (R-Beaverton) has established a work group to review and possibly modify the Plan. Sen. Qutub has drafted amendments to **HB 2700**. This bill will be discussed later in the session. It will more than likely include the following modifications:

- Proof of residency
- Adoption of co-payments
- Revisions to the prioritized list
- Evaluate and change process for determining eligibility
- Enforce OHP insurance fraud
- Prohibit payment of out-of-state claims

**ACTION:** Contact members of the Ways and Means Subcommittee on Human Resources and convey to them the need to continue the Oregon Health Plan.

| **W&M Human Resources** | | |
|---|---|---|
| Sen. Eileen Qutub – Chair | R-Beaverton | 986-1704 |
| Sen. Gary George | R-Newberg | 986-1702 |
| Sen. Bill Fisher | R-Roseburg | 986-1723 |
| Sen. Frank Shields | D-Portland | 986-1709 |
| Sen. Mae Yih | D-Albany | 986-1719 |
| Rep. Jane Lokan | R-Milwaukie | 986-1425 |
| Rep. Barbara Ross | D-Corvallis | 986-1435 |
| Rep. Ken Strobeck | R-Beaverton | 986-1406 |

***Enhance Funding for Safety Net Clinics.***

A loose knit coalition for funding **safety net clinics** has been established. This coalition includes Oregon Health Systems in Collaboration (OHSIC) and several human service advocates. The coalition is meeting with and educating Senators and Representatives on the importance of these clinics and the need for funding. According to the "Analysis of Oregon Health Care Safety Net Services," a document that studied the $3.1 million safety net grant, these funds provided services to 37 clinics in 17 counties. The grant provided 170,000 services to more than 82,000 children and families.

**ACTION:** Strengthen the coalition's voice by contacting legislators whose counties received the $3.1 million and urging them to allocate funds and establish stable funding for safety net clinics. **See attachment developed by the coalition.**

***Provide a Dedicated Funding Source for the Willamette River Bridges.***

**HB 2082B** passed the House floor and has been referred to Senate Transportation with a subsequent referral to Senate Revenue. The bill contains the following provisions:

- $.02 gas tax increase bonded for 20 years for ODOT capital projects statewide

- $.04 gas tax increase to Counties and Cities (60/40 split) for two years, then split with ODOT, Counties and Cities (50/30/20)
- $5 annual Vehicle Registration Fee (VRF) increase split 50-30-20
- $1 million small city program, $750,000 small county program
- $3 million Eastern Oregon Safety Net
- $10 annual VRF for Growth Counties (Priority for Willamette River Bridges in Multnomah County)

Senate Leadership is indicating that the $.06 gas tax increase is too high. $.04 is being discussed as a more appropriate level, however they like the $.02 bonding to build capital projects; the $.04 for Counties and Cities may be reduced. The Senate Transportation Committee will likely stuff HB 3344 – Diesel Fuel Tax that would replace the current Weight-Mile system for heavy trucks - into the bill. HB 3344 died in the House Revenue Committee. The Senate Revenue Committee would likely retain the Diesel Fuel Tax and it may pass the Senate floor with those provisions. Every indication is that the House would not approve the Diesel Fuel Tax. The outcome would then depend on the conferees.

**ACTION:** Contact Senate Transportation and Revenue Committee Members to support HB 2082B as passed by the House. Retain the growth county component to fund the Willamette River Bridges, which have a 20-year, $195.1 million shortfall and $31.6 million in federal dollars that need local match.

| **Transportation** | | |
|---|---|---|
| Marilyn Shannon – Chair | R-Woodburn | 986-1715 |
| Mae Yih -Vice-Chair | D-Albany | 986-1719 |
| Susan Castillo | D-Eugene | 986-1720 |
| Ted Ferrioli | R-John Day | 986-1728 |
| Gary George | R-Newberg | 986-1702 |
| **Revenue** | | |
| Randy Miller -Chair | R-West Linn | 986-1713 |
| Thomas Wilde –Vice-Chair | D-Portland | 986-1708 |
| Lee Beyer | D-Springfield | 986-1721 |
| Tom Hartung | R-Portland | 986-1703 |
| Charles Starr | R-Hillsboro | 986-1705 |

***Secure Funding for Senior and Disabled Transit.***

**HB 3149** is the Oregon Mobility Act sponsored by Oregon Association of Area Agencies on Aging and Disabilities (O4AD) continues to await a hearing in Ways & Means Subcommittee on Transportation. **SB 764,** The Governor's Commission on Aging Bill has been sent to Human Resources; O4AD would prefer passage of HB 3149 to SB 764. **HB 2007,** the Health Security Fund (tobacco settlement), includes funding for elderly and disabled transit in both the majority and minority reports. The vote on this bill will fall along party lines and be an indicator of continued budget discussions.

***Increase School Funding.***

**HB 5018** is the K-12 education budget. This bill remains in Ways and Means Subcommittee on Education. The Governor and Democrats continue to advocate for $4.95 billion while Republicans appear to have agreed on $4.725 billion. This issue continues to be the focus of budget discussions.

***Enable Counties to Address Substantial Increase of PERS Liability.***

**SB 722A** was reconsidered, passed out of Senate Judiciary and includes the following provisions:

- Allow lump sum withdrawal of employee account and matching employer account *(reduces the employer cost of COLA's, increases options for employees)*
- Allows pooling by local government employers
- Correction of the "Variable Mismatch"
- Correction of the "Mid-year Earnings Distribution Bias"
- Opt-out option for local governments
- Establish Tier 3 – Pension plus annuity calculation for new hires
- Bonding of local government unfunded PERS liabilities

The public employees unions oppose the opt-out option and Tier 3 provisions. Further negotiations may be required in the House.

**ACTION:** Contact Senators to support SB 722.

***Preserve Columbia River Gorge.***

***HB 5505*** - The Gorge Commission budget passed the Ways and Means Subcommittee on Natural Resources and the Full Ways and Means Committee. The bill is moving to the floor for adoption. Funding levels were slightly reduced from the governor's proposed budget. $100,000 was placed in the emergency board budget with the intention that the e-board will hear updates on pending litigation in the National Scenic Area (NSA). County grant funds were placed in the Department of Land and Conservation Development (DLCD) budget.

**ACTION:** Contact Representatives to support HB 5505.

***Support Living Wages.***

**SB 856 and 857** support living wages by requiring Senior and Disabled Services Division (SDSD) to establish a budget allocation process that ensures equitable ongoing funding for type B area agencies. These measures remain in Ways and Means. According to legislative leadership both bills require significant funding.

**ACTION:** Contact legislative leadership requesting them to fund these measures:

| Legislative Leadership | | |
|---|---|---|
| Rep. Lynn Snograss | R-Boring | 986-1200 |
| Rep. Leslie Lewis | R-Carlton | 986-1429 |
| Rep. Ben Westlund | R-Bend | 986-1455 |
| Sen. Brady Adams | R-Grants Pass | 986-1600 |
| Sen. Eugene Timms | R-Burns | 986-1730 |
| Sen. Eileen Qutub | R-Beaverton | 986-1704 |

***Explore Tax Reform Initiatives.***

**HB 2039** that would require the State to fund property tax exemptions, it is currently in Ways and Means where it appears dead.

**HB 2050** provided a property tax exemption for intangibles that would significantly reduce property tax revenues and also awaits hearing in Senate Revenue.

***Working in Partnership with the Association of Oregon Counties***

**Assessment and Taxation**

**HB 2139A**, continues and expands A&T funding, passed out of Senate Revenue. The banking and public utility lobby are now opposing the bill. The referral to Ways and Means was rescinded and the bill is being moved to the Senate floor.

**ACTION:** Contact Senators to support HB 2139-A.

**District Attorneys SB 5510 and Court Facilities HB 2317.** AOC is lobbying to secure state funding for District Attorneys and Court Facilities. For the most recent update on these issues refer to the Association of Oregon Counties weekly Legislative Report.

**Transportation.** See previous section on ***Provide a Dedicated Funding Source for the Willamette River Bridges.***

**Economic Development.** The Governor's Livability Initiative provides a number of mechanisms for economic development throughout the state. Several bills are associated with the initiative. For the latest update on Economic Development refer to the Association of Oregon Counties weekly Legislative Report.

**Juvenile Crime Prevention Strategy.** See section on ***Maintain Public Safety.***

# Multnomah County Sheriff's Office

DAN NOELLE
SHERIFF

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

(503) 255-3600
TTY (503) 251-2484


## MEMORANDUM

To: Gina Mattioda
Kathy Treb
Dennis Mulvihil
Brian Delashmut

cc: Sheriff Noelle
Sheriff Spinden
Sheriff Robson
Art Martinak
Russ Spencer

From: Barbara Simon Barbara
Executive Assistant

Date: May 27, 1999

Subject: SB 686

You have asked several questions regarding the OSSA proposed amendment to SB 686. We are willing to delete the words "*including but not limited to*"and add the word "*transport* "to our amendment to be more precise. Our goal is to insure that para-professionals not perform traditional security functions within a correctional or custodial facility. The revised language is below:

**Perform security functions of searches, supervision, transport and control of offenders within a custodial or correctional facility.**

You have also asked for ORS citations for custodial and correctional facilities. *ORS 169.005* states that *"Local correctional facility means a jail or prison for the reception and confinement of prisoners, that is provided, maintained and operated by a county or city and holds persons for more than 36 hours." ORS 162.135(2)* defines *"correctional facility"* as *" any place used for the confinement of persons charged with or convicted of a crime or otherwise confined under a court order."*

Though custody and custodial facility appear in a variety of statutes, it is not a term that is specifically defined. For example, ORS 137.523(2) references the "*custody*"of the supervisory authority for offenders in a "*custodial facility or program other than jail*". It appears that according to existing law, that there are custodial facilities other than jails and persons other than sheriffs with custody over those individuals

It is my understanding that the intent of the law is to give words of common usage their plain, natural and ordinary meaning. As I could not find a definition per se of custodial facility, I turned to the American Heritage College Dictionary that defines custody as "*The state of being detained or held under guard*".

The terms custody, control or supervision of offenders appears in *ORS 181.610* as part of the responsibilities of corrections officer. The statute does not define those terms further. We have added the

terms "*transport*" and "*searches*" to our amendment. We are assuming that the common definitions of these words will be used.

As we understand the agreement reached with the Washington County Sheriff's Office, a corrections officer from Washington County will maintain control of ingress and egress in the ACJ alcohol and drug facility. A corrections officer will be on site 24 hours/7 days/wk. This proposed amendment will not affect that agreement.

Likewise, this amendment will not impact the new A & D facility being planned at the Rivergate site. The MCSO will provide perimeter security and security within the jail. The MCSO will maintain control of ingress and egress as well. ACJ will be responsible for all programmatic elements within the treatment facility.

The intent of the amendment being forwarded by the OSSA is to guarantee that only DPSST certified employees perform security functions of searches, seizures, transport, supervision and control of offenders in custodial or correctional facilities. The nature of security at any type of detentional facility requires special training to ensure the safety and security of both employees and offenders.

ORS 181.610 (5) clearly states the responsibility of a corrections officer; statute already delineates the training necessary for a corrections officer. The amendments being proposed in SB 686 do not affect this part of the statute. We are recommending that our amendment be added to the list of prohibitions being negotiated. It would prevent persons not certified as a parole and probation officer from performing the security functions of "searches, seizures, transport, supervision and control of offenders in custodial or correctional facilities". Within a correctional facility, only corrections officers would be allowed to perform those duties.

I have spoken with Brian Delashmut, and it is my understanding that FOPPA supports our amendment and that they agree that our working will only forward one list amendments to the House sub-committee not 3 lists. Unless our amendment is included, OSSA will oppose SB 686.

May 28, 1999 **Most current language. There are still some pending changes.**

Section 1. (1) A person who is not certified as a parole and probation officer may perform certain duties described in ORS 181.610 (14) as specified by a county if the person does so under the initiation, direction and supervision of a certified parole and probation officer who is supervising the offender. The non-certified person may not, under the provisions of this section, become the principal reporting or supervising officer of an offender.

(2) Notwithstanding subsection (1) of this section, a person who is not certified as a parole and probation officer may not:

(a) Perform searches and seizures;
(b) Make arrests and transports;
(c) Impose sanctions;
(d) Make case management decisions relating o compliance of supervision conditions;
(e) Make collateral contacts for the purpose of determining compliance with supervision conditions with law enforcement personnel and treatment providers, except for contacts of a clerical nature;
(f) Perform release planning and investigations;
(g) Perform risk assessments;
(h) Perform pre-sentence investigations;
(i) With the exception of agreements with law enforcement agencies which enhance offender supervision, perform home visits and other field contacts with offenders for the purpose of controlling or determining compliance with supervision conditions;
(j) Investigate and determine violations;
(k) Enforce conditions of supervision; and
(l) Coordinate sex offender notifications.

# HB 2007

(All numbers in millions)

## Majority Report

Puts proceeds from tobacco settlement into "Health Security Fund" (estimated to be approximately $180 m. for the '99-01 biennium). Limits the use of the funds to "specified health programs."

Spends interest on Health Security Fund (estimated to be $11-15 m. for the '99-01 biennium) on the following programs:

| | Cap each fiscal year |
|---|---|
| • 40% county health programs | (capped at $7 m.) |
| • 20% elderly & disabled transit | (capped at $5 m.) |
| • 20% affordable housing | (capped at $5 m.) |
| • 10% tobacco cessation | (no cap) |
| • 7% OHSU Capital Fund | (capped at $10 m.) |
| • 3% Shelter Care Grant Program | (capped at $10 m.) |

## Minority Report

Securitizes $200 m. of the tobacco settlement and spends $150 m. on the Oregon Health Plan. Backfills $150 m. general fund money out of the health plan and spends on K-12. Spends remaining $50 m. on the below programs for the next biennium. Uses interest from Health Security Fund and part of principal to continue funding programs for '01-03 and '03-05 biennia.

Puts proceeds from tobacco settlement into "Health Security Fund" (estimated to be approximately $180 m. for the '99-01 biennium). Limits the use of the funds to "specified health programs."

Requires 73rd Legislative Assembly to appropriate $160 m. of principal if earnings are not distributed to Housing and Community Services Department during biennium beginning July 1, 2005.

## '99-01 Biennium

| Majority Report (estimated interest: $12 m.) | | Minority Report |
|---|---|---|
| $1.2 m | Tobacco Cessation | $18 m |
| $4.8 m | County Health Programs | $9 m |
| $2.4 m | Elderly and Disabled Transit | $7 m |
| $2.4 m | Affordable Housing | $7 m |
| $0.84 m | OHSU Intellectual Capital Fund | $3 m |
| $0 | Oregon Project Independence | $3 m |
| $0.36 m | DHR Shelter Care Grant Program | $1 m |

- Goal: Allocation of funds and establishment of stable funding for safety net clinics
- According to the "Analysis of Oregon Health Care Safety Net Services," a document that studied the $3.1 million safety net grant funds, 37 clinics in 17 counties received these funds. This grant provided 170,000 services to more than 82,000 persons. *
- The analysis concludes that there is a continued need for safety net services. *

[redacted]

- Full Ways and Means
- [redacted]

| County | Senator | Representative | # Clinics | $ | # People | # Services |
|---|---|---|---|---|---|---|
| **Clackamas** | Duncan | Beyer | 1 | $315,015 | 11,530 | 18,779 |
| | Ferrioli | Devlin | | | | |
| | Metsger | Krummel | | | | |
| | Miller | [redacted] | | | | |
| | Shannon | Lowe | | | | |
| | | Montgomery | | | | |
| | | Schrader | | | | |
| | | [redacted] | | | | |

| County | Senator | Representative | # Clinics | $ | # People | # Services |
|---|---|---|---|---|---|---|
| **Douglas** | | | | | | |
| | Corcoran | Kruse | 1 | $76,882 | 1,571 | 4,688 |
| | Fisher | Lehman | | | | |
| | Tarno | Morgan | | | | |
| | | Welsh | | | | |
| **Harney** | | | | | | |
| | Timms | Butler | 1 | $25,500 | 200 | 200 |
| | | | | | | |
| **Hood River** | | | | | | |
| | Ferrioli | Montgomery | 1 | $71,205 | 7,136 | 14,384 |
| | | | | | | |
| **Jackson** | | | | | | |
| | [redacted] | Atkinson | 2 | $143,036 | 2,934 | 6,065 |
| | Fisher | Morgan | | | | |
| | Hannon | Patridge | | | | |
| | | Uherbelau | | | | |
| | | | | | | |
| **Josephine** | | | | | | |
| | [redacted] | Atkinson | 2 | $211,884 | 476 | 1,086 |
| | Fisher | Morgan | | | | |
| | | Wilson | | | | |
| | | | | | | |
| **Lake** | | | | | | |
| | Timms | Butler | 1 | $101,412 | 257 | 530 |

| County | Senator | Representative | # Clinics | $ | # People | # Services |
|---|---|---|---|---|---|---|
| **Lane** | | | 5 | $273,532 | 5,789 | 9,377 |
| | | | | | | |
| **Malheur** | | | | | | |
| | Timms | Butler | 2 | $290,743 | 1,306 | 4,127 |
| | | | | | | |
| **Marion** | | | | | | |
| | Courtney | Backlund | 2 | $222,474 | 9,407 | 32,503 |
| | [redacted] | Beyer | | | | |
| | | Gianella | | | | |
| | | Mannix | | | | |
| | | Wells | | | | |
| | | Winters | | | | |
| **Multnomah** | | | 10 | $766,047 | 17,306 | 29,231 |
| | | | | | | |
| **Sherman** | | | | | | |
| | Ferrioli | Lundquist | 1 | $27,180 | 1,030 | 1,185 |
| | | | | | | |
| **Tillamook** | | | | | | |
| | Dukes | Hopson | 2 | $149,473 | 14,616 | 31,724 |
| | George | Thompson | | | | |
| | | | | | | |
| **Umatilla** | | | | | | |
| | Nelson | Jenson | 1 | $60,000 | 4,696 | 10,629 |
| | | | | | | |

| County | Senator | Representative | # Clinics | $ | # People | # Services |
|---|---|---|---|---|---|---|
| **Union** | | | | | | |
| | Nelson | [redacted] | 2 | $75,000 | 834 | 1,323 |
| | | | | | | |
| **Washington** | | | | | | |
| | Dukes | Deckert | 2 | $222,600 | 2,287 | 5,976 |
| | Hartung | Devlin | | | | |
| | Qutub | Hill | | | | |
| | Starr | Hopson | | | | |
| | | Krummel | | | | |
| | | Starr | | | | |
| | | [redacted] | | | | |
| | | Williams | | | | |
| | | Witt | | | | |
| | | | | | | |
| **Wheeler** | | | | | | |
| | Ferrioli | Lundquist | 1 | $67,524 | 1,217 | 3,171 |

* Taken from "Analysis of Oregon Health Care Safety Net Services," prepared by Office for Oregon Health Plan Policy & Research.

June 2, 1999

TO: Multnomah County Board of Commissioners

FR: Gina Mattioda, Director, Public Affairs Office

RE: Recent legislative budget developments

On Wednesday, June 2, 1999 the Democratic Leadership with the support of Governor John Kitzhaber held a press conference to unveil the 1999 Republican Co-Chair's Budget. Attached is the document that was distributed at the press conference. This document shows the funding framework along with the possible cuts to human resources, public safety, natural resources, transportation, and economic development.

The focus in the Capitol is quickly moving to the budget, talks center around the development of the budget summit and its membership. Below is a list of potential members as discussed with various Capitol Club lobbyists. It is still unclear when this budget summit will begin. I am presenting this information to you in hopes that it will be of assistance to all of us as we move toward sine die.

| Name | District/Home | Phone Numbers |
|---|---|---|
| Sen. Neil Bryant | R-Bend | 986-1727 |
| Sen. Gene Derfler | R-Salem | 986-1950 |
| Sen. Eugene Timms | R-Burns | 986-1730 |
| Sen. Kate Brown | D-Portland | 986-1700 |
| Sen. Susan Castillo | D-Eugene | 986-1720 |
| Sen. Rick Metsger | D-Welches | 986-1714 |
| Rep. Leslie Lewis | R-Carlton | 986-1429 |
| Rep. Rob Patridge | R-Medford | 986-1450 |
| Rep. Ben Westlund | R-Bend | 986-1455 |
| Rep. Mike Lehman | D-Coos Bay | 986-1447 |
| Rep. Kitty Piercy | D-Eugene | 986-1900 |
| Rep. Barbara Ross | D-Corvallis | 986-1435 |

# 1999 Republican Co-Chair's Budget

- Funds K-12 inadequately at $4.725 billion, forcing more cuts to schools
- Cuts nearly $300 million from Human Services, Public Safety and other critical programs, hurting working families, seniors and children's health care
- Clings to outdated appropriation limit, forcing an inadequate budget which does not reflect the values of most Oregonians

**Resource Assumptions**

| | |
|---|---|
| Appropriation Limit: | $10,449.1 |
| Budgets Passed to Date: | $1,883.2 |
| Budgets Left to Address: | $9,012.0 |
| **Total:** | **$10,895.6** |
| Cuts to Reach Appropriation Limit: | ($446.5) |

**Probable Republican Co-Chair's Budget**

| **Budget Area** | **GOP Amount?** | **Cuts from Governor's Budget** |
|---|---|---|
| K-12 | $4,725.0 | ($-225.0) |
| Other Education | $1,540.7 | |
| Human Resources | $2,145.8 | ($166.0) |
| Public Safety | $1,137.3 | ($52.5) |
| Natural Resources | $234.0 | ($6.4) |
| All Other | $853.7 | ($34.2) |
| Further Cuts | ($37.4) | ($37.4) |
| Total: | $10,599.1 | |
| Assumed Bonding for K-12 | ($150.0) | |
| **Total Appropriation** | **$10,449.1** | |

*Brought to you by the House and Senate Democrats, as Republican leadership refuses to publish their budget plan.*

## *POSSIBLE REPUBLICAN CUTS:*

**Cuts to Human Resources:**

| Amount | Program/Notes |
|---|---|
| $40 million | **Office of Medical Assistance Programs**<br>OHP - Move the line from 564 (Gov's rec.) to 515 - Would cut conditions and treatments for hearing loss, osteoporosis, and certain treatable cancers such as cancer of the esophagus, liver, and gallbladder. This reduction would also remove dental care for adults. |
| $10.9 million | **Office of Medical Assistance Programs**<br>OHP - Eliminate health insurance for pregnant women & their children with incomes over 133% of the federal poverty level |
| $5.4 million | **Office of Medical Assistance Programs**<br>OHP - Lower Asset limit to $2,000 - Over 2,500 individuals would lose health insurance |
| $10.7 million | **Office of Medical Assistance Programs**<br>OHP – Eliminate Adult medically Needy Program - Over 4,300 individuals would lose help with health care costs such as prescriptions that are not covered by Medicare |
| $4.1 million | **Office of Medical Assistance Programs**<br>OHP - Eliminate presumptive eligibility for "new-eligibles"; this would delay the start date for services under OHP. Some initial emergency services would not be covered & individuals would have to pay out of pocket. |
| $20.7 million | **Office of Medical Assistance Programs**<br>OHP – Lower eligibility to 74% of poverty - Over 14,000 individuals would lose health insurance |
| $3.5 million | **Office of Medical Assistance Programs**<br>OHP – Eliminate Pell Grant Eligible College Students |
| $2.0 million | **Office of Medical Assistance Programs**<br>OHP - Eliminate interpretive services for managed care providers |
| $1.4 million | **Office of Medical Assistance Programs**<br>OHP - Eliminate cost based reimbursement for Type B rural hospitals |
| $18 million | **Alcohol & Drug Abuse Programs**<br>Treatment targeted towards at-risk children & their families |
| $2.6 million | **Senior & Disabled Services Division**<br>Reduce spousal support program |
| $2.1 million | **Senior & Disabled Services Division**<br>Eliminate Employment Initiative |
| $2.6 million | **Senior & Disabled Services Division**<br>Eliminate increased impairment of community based care clients |
| $.203 million | **Mental Health & Developmental Disability Services Division**<br>Reduce investigation & training to support increased client community placements |

| | |
|---|---|
| $2.2 million | **Mental Health & Developmental Disability Services Division**<br>Eliminate additional secure psychiatric community alternatives (16 beds) |
| $2.0 million | **Adult & Family Services**<br>Remove inflation for JOBS (welfare to work) |
| $1.0 million | **Health Division**<br>Eliminate school-based health centers |
| $.144 million | **Health Division**<br>Eliminate microbiological testing of surface waters for DEQ & Reduce resources for Office of Multicultural Health |
| $.134 million | **Health Division**<br>Eliminate - AIDS Hotline |
| **$ 129.68 M** | **TOTAL** |
| $24 million (TT) | **Insurance Pool Governing Board**<br>Eliminate - Family Health Insurance Program<br>Would cut health care to over 7,000 low income working Oregonians<br>*NOTE* funded with tobacco tax (TT), doesn't count towards budget cap, but with elimination frees up TT for OHP.* |
| $9.48 million | **Office of Medical Assistance Programs/CHIP**<br>Eliminate - Would take health care away from over 16,000 kids<br>*NOTE* funded with tobacco tax (TT), doesn't count towards budget cap, but with elimination frees up TT for OHP.* |
| **$163.16 M** | **TOTAL POSSIBLE DHR CUTS** |

**Cuts to Public Safety:**

| Amount | Program/Notes |
|---|---|
| $30 million | **Oregon Youth Authority & Criminal Justice Commission**<br>Juvenile Crime Prevention |
| $6.2 million | **Oregon Youth Authority**<br>Close 91 beds |
| $16.3 million | **Dept. of Corrections**<br>Eliminate all BM 17 support |
| **$ 52.5 M** | **TOTAL** |

**Cuts to Natural Resources:**

| Amount | Program/Notes |
|---|---|
| $3.9 million | **Department of Environmental Quality**<br>Cut 5 staff positions each in Water Quality and Air Quality plus funding for Oregon Plan |
| $1 million | **Dept. of Land Conservation and Development**<br>Eliminate funding for Community Solutions Team and reduce general adminstrative costs |
| $1.5 million | **Water Resources**<br>Reduce Field and Technical Services division increase, eliminate funing for increased workload, eliminate water rights adjudication |

| | |
|---|---|
| | funding. |
| **$ 6.4 M** | **TOTAL** |

## Cuts to All Other Budgets:

| Amount | Program/Notes |
|---|---|
| $14 million | **ODOT**<br>Eliminate funding for High Speed Rail |
| $10 million | **ODOT**<br>Eliminate funding for senior and disabled transportation network. |
| $3.7 million | **Department of Administrative Services**<br>Eliminate Governor's Natural Resource Office and Education and Workforce Policy Office. |
| $5 million | **Housing & Community Development**<br>Eliminate funding for low-income housing trust fund. |
| $.7 million | **Economic Development Department**<br>Eliminate all General Fund support of the Oregon State Fair |
| $.8 million | *Eliminate all General Fund support for the Commission on Black Affairs, Commission on Asian Affairs, Commission on Hispanic Affairs, Commission for Women and the Commission on Indian Services.* |
| **$34.2 M** | **TOTAL** |

**GRAND TOTAL: $ 256.26 Million**

# MULTNOMAH COUNTY
# 1999 LEGISLATIVE AGENDA

Multnomah County's Board of County Commissioners' ability to remain an accountable and productive local government and provide essential community services hinges on the partnership with the State Legislature. These services range from providing alcohol, drug, and mental health treatment to maintaining the Willamette River Bridges, operating a network of health care safety net clinics, and providing resources to reduce juvenile crime. This legislative agenda underscores our mutual commitment to improving the quality of life for all Oregonians.

***Maintain Public Safety.*** Multnomah County is dedicated to the protection of our community by holding offenders accountable for their actions and by providing them with the necessary skills to become successful citizens. The County has developed several initiatives that promote public safety, reduce juvenile crime, and hold youth and families accountable.

The County endorses the Governor's Juvenile Crime Prevention Strategy and bills that prevent and reduce juvenile crime. The County supports measures that reduce gun violence. Favors legislation supporting year-round school in county juvenile detention facilities. The County requests legislative change to clarify the statutes defining the duties of Probation and Parole Officers. The County asks the Legislature to provide appropriate community corrections and 1145 local control funding that reflects the costs of supervision and community-based programs in the County.

***Continue Oregon Health Plan.*** The Oregon Health Plan is designed to ensure that all people, regardless of ability to pay, have access to quality and affordable health care. The County supports the original intent of the Oregon Health Plan, which strives for universal health care access and controls costs by prioritizing health care services rather than placing limits on eligibility. The County opposes measures that attempt to erode the Plan. The County encourages the Legislature to sustain its level of funding, continue integration of mental health services, and support initiatives that reduce the fragmentation of the alcohol and drug system.

***Enhance Funding for Safety Net Clinics.*** The County has a long history of responding to community health needs by operating a network of primary health care clinics. These clinics provide primary health care to low income residents, the uninsured, and under-insured. Multnomah County applauds the leadership of the 1997 Legislature that allocated resources for the first time to these clinics and calls for the 1999 Legislature to appropriate additional resources to meet the growing need.

***Provide a Dedicated Funding Source for the Willamette River Bridges.*** The County requests that the Legislature provides a funding source for the six Willamette River Bridges owned, maintained and operated by the County. Without funding from the Legislature, federal funding could be in jeopardy. The majority of these bridges are over 70 years old and in need of major capital improvements to extend the bridge service life. The cost to maintain these bridges is high; painting and rehabilitation of the Hawthorne Bridge alone exceeded $21.8 million. The County has identified a $225 million capital shortfall over the next 20 years.

***Secure Funding for Senior and Disabled Transit.*** Multnomah County's aging and disabled populations need improved access to public transportation options to seek and maintain employment, receive vital medical care, and obtain nutrition services at congregated meal sites. The County advocates for a long-term state policy on transportation services for mobility-impaired older and disabled citizens.

***Increase School Funding.*** Multnomah County has recognized the critical nature of our schools in meeting our community vision of providing an opportunity for all children to succeed. The County urges the Legislature to embrace this vision by adequately funding school districts at a level that allows them to deliver education services equal or better than in previous years.

***Enable Counties to Address Substantial Increase of PERS Liability.*** Wage growth, high PERS earnings and the passage of the 1995 HB 3349, increased the counties' unfunded PERS liability by $30 million and increased employers' annual contribution rates. HB 3349 also allowed the State to collect income taxes on PERS benefits. The County requests the Legislature to consider sharing the increased income tax revenues to offset the impact of HB 3349 on local government. In addition, the County supports the proposal by the Municipal Debt Advisory Commission for a statutory change that would increase the current $5,000 debt limitation, providing the County additional options for managing unfunded liabilities.

***Preserve Columbia River Gorge.*** The County favors increased funding of the Columbia River Gorge Commission and supports a review of the Columbia River Gorge Management Plan to ensure the Commission is performing its functions effectively and efficiently.

***Support Living Wages.*** Multnomah County urges the Legislature to acknowledge the critical work of social service providers by increasing their wages and benefits. The County has taken steps to increase benefits and wages for employees of security and janitorial contracts, but has been unable to take similar steps for employees of social service provider contracts. The County's ability to affect wages of employees of social service provider contracts is limited because the Legislature controls the funding. Adequate funding for these employees would reduce turnover, which is currently over 50%, ensure access to quality services, and prevent early entry into institutions of seniors and persons with disabilities.

***Explore Tax Reform Initiatives.*** The County asks the Legislature to recognize that Measure 47/50 granting of property tax exemptions now directly reduces local government revenue and services. Property taxes are limited to a 3% increase per year. To curtail the impacts of Measure 47/50, the County seeks support for recommendations of the Association of Oregon Counties' Tax Reform Task Force. These recommendations, considered in the Governor's Tax Policy Phase II Committee include:

- Increase shared revenue to more appropriately balance funding and services between state and local governments.
- Restrict preemption of local revenue and increase local revenue alternatives.
- Provide payment to local governments to compensate for any new property tax exemptions granted by the Legislature.
- Swap portion of property tax base for portion of state personal income tax base.
- Share state revenue gains associated with economic development projects.

***Working in Partnership with the Association of Oregon Counties.***

Multnomah County together with AOC seeks support for the following issues:

- Establish stable funding for **Assessment and Taxation,** which collects the largest source of funding for county government property taxes
- Secure state funding for **District Attorneys** and **Court Facilities**
- Increase funding for the maintenance and capital needs of the state's **Transportation** system
- Seek resources for **Economic Development** including urban renewal
- Support the Governor's **Juvenile Crime Prevention Strategy**