

MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

AGENDA OF
MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS
FOR THE WEEK OF
December 11 - 15, 1989

Tuesday, December 12, 1989 - 9:30 AM - Planning Items . . . Page 2
Informal Briefings
Tuesday, December 12, 1989 - 1:30 PM - Formal Meeting
Informal Meeting . . Page 3
Tuesday, December 12, 1989 - 7:00 PM - Joint Meeting with
Troutdale City Council . . . Page 4
104 SE Kibling, Troutdale
Thursday, December 14, 1989 - 9:30 AM - Formal. Page 5

POLICY
OPTIONS

* * * * *

GOVERNANCE
OF
THE
MULTNOMAH
COUNTY
LIBRARY

Tuesday, December 12, 1989 - 9:30 AM

Multnomah County Courthouse, Room 602

PLANNING ITEMS

1. Auto Wrecker's License Renewal as submitted by Planning and Development with recommendation that same be approved as follows: Reuben Dirk, dba Reuben's Import Auto Wrecking, 9501 N. Columbia Boulevard
2. **Final Order** In the matter of adopting Findings in support of Multnomah County Board of Commissioner's decision to affirm the Planning Commission's decision of Case LE 10-89, Denying requested Lot of Exception, for property located at 35800 NE Chamberlain Road, Corbett

INFORMAL BRIEFINGS

1. Briefing on the financing options for the payment of construction of the new Donald E. Long facility - David Boyer, Duane Zussy
2. Briefing of the outcome of Donald E. Long Program Review Committee, which was created to review architect plans for new facility and projected programmatic needs/options - Duane Zussy
3. Policy direction from the Board regarding the proposal developed by Juvenile Justice Division for the Emergency Funds Reserve for Gang Involved Youth - Harold Ogburn, Howard Klink

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

Tuesday, December 12, 1989 - 1:30 PM

Multnomah County Courthouse, Room 602

FORMAL MEETING

1. Continued Public Hearing on the boundaries of the proposed Rockwood Water Peoples Utility District

INFORMAL

1. Discussion of Option Memorandum regarding the Governance of the Multnomah County Library
2. Informal Review of Formal Agenda of December 14, 1989

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

Tuesday, December 12, 1989 - 7:00 PM

Joint Board Meeting
Multnomah County Board of Commissioners, Troutdale City Council

Troutdale City Hall
Council Chambers
104 SE Kibling, Troutdale, Oregon

AGENDA

1. Call Meeting to Order
 - A. Introductions
2. East County Roads
3. Edgefield Property
4. Mt. Hood Parkway
5. Columbia Gorge Planning
6. Other
7. Adjournment

Thursday, December 14, 1989, 9:30 AM

Multnomah County Courthouse, Room 602

Formal Agenda

CONSENT CALENDAR

DEPARTMENT OF JUSTICE SERVICES

- C-1 Liquor License applications & renewals submitted by Sheriff's Office with recommendation that same be approved as follows:

Package Store: New Outlet: Texaco Food Mart #022, 3515 SE 122nd. Renewals: Quick Stop Market, 15400 SE Powell; Pleasant Valley Market, 16880 SE Foster Rd; Cracker Barrel Grocery, 15005 NW Sauvie Island Rd; Larson's Marina, 14444 NW Larson Rd

Retail Malt Beverage: 4 Aces, 15826 SE Division; Maxine's, 16900 NW St. Helens Rd

Restaurant: LaCasita Especialle, 12113 SE Foster

REGULAR AGENDA

BOARD OF COUNTY COMMISSIONERS

- R-2 In the Matter of Re-Appointment of Cliff Carlsen, Don Barney, Felicia Trader, and Jolinda Osborne, and Appointment of Bill Failing to the Library Association of Portland Board of Directors, terms expiring September, 1994
- R-3 In the matter of appointments to the Board of Equalization: Board #1 - Jane Rhodes, Chair, Joe Labadie; Board #2 - Chet McRobert, Chair, Caroline Miller; Board #3 - Tom Hatfield, Chair, Robert Hughley. Alternates: Ray Steed, John Nichols, Lianne Thompson. All terms expire December, 1990

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-4 In the matter ratification of an intergovernmental agreement with City of Troutdale for drainage master plan, for period ending June 30, 1990

PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and reconvene as the Public Contract Review Board)

- R-5 Order in the Matter of Exempting from Public Bidding of a License with Software A.G. for Super Natural Software through Sole Source Procurement
- R-6 Order in the Matter of Exempting from Public Bidding to Specify the Brand Name Product, Hybritek-Icon II Pregnancy Testing Kit

(Recess as the Public Contract Review Board and reconvene as the Board of County Commissioners)

DEPARTMENT OF HUMAN SERVICES

- R-7 Budget Modification DHS #20 making an appropriation transfer in the amount of \$215,361 from General Fund Contingency to Aging Services, Federal/State Fund, to replace previously anticipated revenue from the City of Portland for the Portland/Multnomah Commission on Aging (Continued from December 5)
- R-8 Notice of Intent to apply for a grant in the amount of \$15,000 from Public/Private Ventures, Inc. to pay for planning of a possible Columbia Conservation Corps

DEPARTMENT OF JUSTICE SERVICES

- R-9 Budget Modification DJS #10 making an appropriation transfer in the amount of \$7,684 within Community Corrections, from Recog/Intake (\$6,000) and Contract Services (\$1,684) to Administration, Equipment for the purchase of a computer printer and office equipment for division programs
- R-10 Budget Modification DJS #11 reflecting additional revenues from the Manufacture & Distribution Drug Probe Grant funded by the Federal Bureau of Justice Assistance to the District Attorney's Office. Grant award provides \$197,252 of new revenue of which \$157,227 will be appropriated in FY 89/90. Adds 1 Deputy DA 3, 1 DA Investigator, and 1 Office Assistant 3

- R-11 In the matter of ratification of an Intergovernmental Agreement between Multnomah County, Multnomah County Sheriff's Office, and Multnomah County District Attorney's Office, for implementation of the 1989 Oregon Legislature statewide criminal forfeiture statute which details the procedures for seizing and forfeiting property used in illicit narcotic transactions

ORDINANCES - DEPARTMENT OF JUSTICE SERVICES

- R-12 First Reading - An ordinance amending MCC 7.85 to conform to the requirements of Oregon Laws Chapter 791 (1989) and which provides for civil forfeiture of real, personal and intangible property and specifically declaring certain conveyances and real property to be nuisances subject to civil forfeiture, and declaring an emergency

ORDINANCES - NONDEPARTMENTAL

- R-13 First Reading - An Ordinance establishing a Campaign Management Council, standards and guidelines for conducting charitable fundraising campaigns on County premises and authorizing the use of the employee payroll deduction system for donations to charities
- R-14 First Reading - An Ordinance to amend Ordinance 614, relating to Polystyrene foam, and changing the effective date of certain provisions therein

Thursday Meetings of the Multnomah County Board of Commissioners are recorded and can be seen at the following times:
Thursday, 10:00 PM, Channel 11 for East and West side subscribers
Friday, 6:00 PM, Channel 27 for Paragon Cable (Multnomah East) subscribers
Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 12/12/89

Agenda No. Int #1 Am

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Financing Options for new D E Long facility

Informal Only* 12/12/89
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Administration

CONTACT Rhea Kessler TELEPHONE x3782

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD David Boyer, Duane Zussy

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

The members of the Board requested that they be briefed re: financing options for the payment of construction of the new D E Long facility. Since the Board may wish to place a financing proposal on the March or May 1990 ballot, it is appropriate to begin these discussions now.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☒ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: 

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 12/12/89
Agenda No. Sub AM #1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Financing Options for new D E Long facility

Informal Only* 12/12/89
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Administration

CONTACT Rhea Kessler TELEPHONE x3782

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD David Boyer, Duane Zussy

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

The members of the Board requested that they be briefed re: financing options for the payment of construction of the new D E Long facility. Since the Board may wish to place a financing proposal on the March or May 1990 ballot, it is appropriate to begin these discussions now.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☒ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Shades McCay

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

DATE SUBMITTED NOV 1 1989

(For Clerk's Use)

Meeting Date 12/12/89
Agenda No. Inf Am #2

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: D E Long Program Review Committee

Informal Only* 12/12/89
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Administration

CONTACT Rhea Kessler TELEPHONE X3782

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Board briefing of outcome of D E Long Program Review Committee, which was created to review architect plans for new facility and projected programmatic needs/options. Committee included representatives from other jurisdictions (State CSD, Washington & Clackamas Counties) which are interested in leasing or purchasing space at new facility.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☒ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

CLERK OF
COUNTY COMMISSIONER
1989 DEC - 5 PM 4: 21
MULTIOMAH COUNTY
OREGON

DATE SUBMITTED

NOV 22 1989

(For Clerk's Use)

Meeting Date 12/12/89
Agenda No. Inf Am #3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Emergency Fund Reserve for Gang Involved Youth

Informal Only* Dec 12, 1989
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Juvenile Justice

CONTACT Howard Klink TELEPHONE x3782

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Harold Ogburn, Howard Klink

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested. DHS seeks policy direction from the BCC regarding the proposal developed by Juvenile Justice Division for use of the \$1.9 million reserved by the E-Board for close custody needs of gang-involved youth. Key elements of the proposal include increased public safety through swifter sanctions, better supervision of gang-involved probationers, more hard bed space at the local level and a more balanced system of services and sanctions for minority youth.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☒ POLICY DIRECTION ☐ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 20 minutes

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Tussy (M)

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
426 S.W. STARK, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3782

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Robert Jackson

FROM: Howard Klink

DATE: November 27, 1989

SUBJECT: \$1.9 Million Emergency Fund Reserve for Close Custody Needs of Gang-Involved Youth

This memo is to follow up our conversation of November 16 concerning Multnomah County's proposal for use of the \$1.9 million reserved by the E-Board for close custody needs of gang-involved youth. Please note that this proposal was developed by JDH staff and has been extensively reviewed and supported by key community groups including the Northeast Gang Task Force, the Coalition of Concerned Black Men, and the Black United Front. The key elements of this proposal are increased public safety through swifter sanctions, better supervision of gang-involved probationers, more hard bed space at the local level, and a more balanced system of services and sanctions for minority youth.

I. Background

The Youth Gang Demonstration Project was prepared in response to a request from Congressman AuCoin's office in order to pursue federal funding that would be available to urban areas experiencing problems with youth gangs. Approximately \$25 million will be made available nationwide on a competitive grant basis sometime during the spring of 1990. It is not known how much of that funding Multnomah County will be likely to receive.

II. The Youth Gang Demonstration Project

The key program components of the project are outlined as follows:

- | | |
|---------------------------------------------------------------------|------------------|
| 1) <u>Gang Intervention Unit</u> | <u>\$503,739</u> |
| Probation supervision for 350 offenders per year. Benefits include: | |
| o Significant caseload reduction (20/1) | |
| o Swift and certain sanctions | |
| o Quicker court processing | |

2) <u>Service Fund</u>	<u>\$675,000</u>
This fund would provide services to 300 probationers annually, including education, counseling, evaluation, recreation, and residential.	
3) <u>30-Day Program/Back-up Selection</u>	<u>\$826,000</u>
This funding would provide for the staffing and creation of the programs required to detain juveniles up to the 30-day limit allowed by recent statute changes. Additionally, this funding would open back-up detention space to be made available when needed for juveniles housed in residential programs. Approximately 240 juveniles a year could be served by this program component.	
4) <u>House of Umoja</u>	<u>\$400,000</u>
Residential and support services for 150 offenders a year.	
<u>TOTAL ANNUAL BUDGET</u>	<u>\$2.4 million</u>

III. Recommendations

We recommend that \$1.5 million of the E-Board reserve be made available for the program components outlined below and the remaining \$400,000 be kept in reserve, contingent on the availability of federal funding for this project.

1) Gang Intervention Unit	<u>\$ 503,739</u>
2) Service Fund	<u>\$ 675,000</u>
3) 30-Day Program/Back-up Detention	<u>\$ 826,000</u>
<u>TOTAL</u>	<u>\$2,004,739</u>

The above total of \$2.0 million reflects the annual program cost for this project. A January release of E-Board funding would enable the program to start in the spring of 1990.

Two final points: Full funding for the House of Umoja has not been included in this proposal because it is likely to attract funding from corporate and private foundations sources. In any event, funding to purchase services from the House of Umoja is included in the "service fund" component of the proposal.

It is also worth mentioning that while the Multnomah County Board of Commissioners has approved this proposal in concept, no formal approval has been given. The proposal outlined above will be presented to the BCC for formal review in the next two weeks.

I look forward to further discussion of the proposal. Please contact me or Hal Ogburn if you have questions.

Date 12-12-89

NAME

Herb Brown

ADDRESS

1546 SE

Street

Portland Or

City

97233

Zip

I wish to speak on Agenda Item #

P4D

Subject

☒ FOR

☐ AGAINST

Mr. Grover

NAME

Ruth Spetter

Date

12/12

ADDRESS

1220 SW 5th

Street

Row

OK

City

Zip

I wish to speak on Agenda Item #

Subject

FOR

✓ AGAINST

NAME

Frank Fearhart

Date 12-2-89

ADDRESS

2103 NE 24th

Street

Braham

OR

97030

City

Zip

I wish to speak on Agenda Item #

1

Subject

X

FOR

AGAINST

NAME

Pat Brown

Date

12/12/89

ADDRESS

1546 SE 138th Ave

Street

City

97233

Zip

I wish to speak on Agenda Item #

P.U.D.

Subject

FOR

AGAINST



MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL
1120 S.W. FIFTH AVENUE, SUITE 1530
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
RICK BAUMAN
GRETCHEN KAFOURY

M E M O R A N D U M

TO: Board of County Commissioners
Gladys McCoy, Chair
Pauline Anderson
Rick Bauman
Gretchen Kafoury
Sharron Kelley

FROM: Larry Kressel
County Counsel (106/1530)

DATE: December 11, 1989

RE: Rockwood Water PUD: Boundary
Determination

COUNTY COUNSEL
LAURENCE KRESSEL

CHIEF ASSISTANT
ARMINDA J. BROWN

ASSISTANTS
JOHN L. DU BAY
SANDRA N. DUFFY
J. MICHAEL DOYLE
H. H. LAZENBY, JR.
PAUL G. MACKEY
MARK B. WILLIAMS

RECEIVED
COUNTY COUNSEL
DECEMBER 11 1989
OREGON

The Board is convening on December 12, 1989 to consider the boundaries of the proposed Rockwood Water PUD. This memorandum addresses the deadlines for Board action and the scope of Board authority.

Deadlines

The hearing on the boundary issue began November 21, 1989. The law permits the county to continue the hearing for no more than four weeks. Within 10 days of the last hearing, the Board must determine the boundaries.
ORS 261.161(2).

Under the above rules, the final public hearing date would be December 19. The Board would then have until its meeting of December 28 to determine the boundaries (of course, the Board can determine the boundaries prior to December 28).

The interplay between ORS Chapter 261 (district formation) and the laws governing elections complicates the timing of Board action on the PUD. The December 28 deadline is too late to meet elections law requirements if the matter is to be on the March 27 ballot as requested by the petitioners.

ORS 261.171 requires the Board to submit the question of district formation to the voters at "the earliest practical date." At the election, the voters are also to vote on a special levy to finance an engineer's report on revenue bonds (ORS 261.113) and elect the initial board of directors (ORS 261.190).

The elections law requires notice of the election and the availability of positions on the PUD board of directors to be published no later than the 40th day before the last day for filing a petition for nomination or declaration of candidacy. ORS 255.075. Logically, the boundaries of the proposed PUD should be determined before the notice is published.

Without going into the details, here is the schedule that emerges:

1. If the Rockwood PUD election is to be on March 27, the notification must be published on December 15, 1989. The Board's last meeting prior to that date is December 14, but the Elections Director advises that she would need the resolution calling the election by December 12 in order to publish the notice required by law. Thus, if the Rockwood PUD election is to be in March, a resolution determining the boundaries and calling the election for March 27 must be adopted at the December 12 hearing. (This could be a problem if the Board decides on December 12 to alter the boundaries--a legal description of the revised boundaries might not be ready on December 12.)

2. If the Board wishes to call the election for May 15th, the deadline for Board action (determining the boundaries and calling the election) would be December 28 (assuming the public hearing is continued up to and including December 19).

Scope of Board Authority

In November, the Board was urged by representatives of Portland, Gresham and Fairview to alter the proposed boundaries. Basically, the cities asked that lands they have annexed and intend to serve should be excluded from the proposed district. The PUD proponents, on the other hand, argued that the Board has no discretion to make such changes.

I have researched this issue and have concluded as follows:

1. From a purely legal standpoint, the safest action would be to approve the boundaries as proposed. A court would be unlikely to find fault with such an action.

2. The statutes do seem to permit reducing the boundaries of a proposed PUD, although they contain no standards to guide such action. If the Board chooses this route, findings explaining the public interest rationale for reducing the boundaries should be adopted to set forth our position in a (likely) court contest.

Since the Board may or may not accept the boundaries as proposed by the petitioners, I have prepared alternative resolutions (attached) for consideration. Resolution "1" approves the boundaries proposed by the petitioners. Resolution "2" approves a reduced boundary reflecting the requests by the cities.

Discussion

ORS Chapter 261 requires the Board to "determine" the boundaries of a proposed PUD based on the record of the hearing and the report by the Director of the Department of Energy. ORS 261.161. The statute confines Board discretion in two express ways that are pertinent here:¹ (1) land cannot be added unless the owners request inclusion in writing (the county has received such a request), and (2) the county cannot deny a petition because of deficiencies in the boundary description, but must correct those deficiencies. ORS 261.161(3) and (4).

There is support for both sides in the debate over whether the Board can exclude land from the proposed boundaries.

The legal argument for approving the boundaries as proposed (i.e., minimal board discretion) is as follows:

¹/ Not directly pertinent in this case are ORS 261.110(5) (a municipality that owns or operates a utility for development or distribution of electric energy cannot be included in a PUD formation election unless the municipality's voters give prior approval); ORS 261.110(6) (no entire township can be included for district formation); and ORS 261.110(7) (PUD formation cannot include territory which is part of another PUD).

1. The statute expressly mentions several circumstances for altering the boundaries (above); therefore, no others can be considered; and

2. ORS 261.171(1) requires the board to submit the question of district formation to the electors within the affected territory. The emphasized phrase is defined as "that territory proposed to be formed into, annexed to or consolidated with a district." ORS 261.010(9). Presumably, the petitioners are the source of the proposal. Thus, the boundaries described in their petition (modified only as allowed by ORS 261.161(3) and (4)) are the boundaries that must be submitted to the voters.

I find this to be a fairly persuasive argument. However, it does not take into account several points.

The legal support for Board power to reduce the boundaries of the proposed PUD (i.e., to exclude land) is as follows:

1. Under the statute, the Board is to consider the record of the hearing and the Department of Energy report in "determining" the boundaries. This implies that arguments concerning the appropriateness of the boundaries are to be considered. If the legislature meant to confine the discretion inherent in the mandate to "determine the boundaries," ORS 261.161(2), it would have done so clearly. The limitations stated in ORS 261.161(3) and (4) (summarized above) are not meant to be the only bases for boundary adjustments.

2. Legislative history supports the idea that the county commission can reduce the boundaries of a proposed PUD if the public interest so requires. The current statutes, enacted in 1979, transferred to counties the discretion previously exercised by the Department of Energy. Until 1979 the Department had the express power to make the changes it deemed "just and conducive to the public welfare." See ORS 261.125 (1977) (repealed by 1979 Or Laws ch 538, § 30); Opinion of the Attorney General, 1936-38 at p. 687. The deletion of this discretionary language in the 1979 amendment was not intended to eliminate the discretion; the legislature assumed that, by empowering counties to "determine" PUD boundaries after a hearing and an energy department report, the 1979 law maintained this aspect of the prior system.

This argument is in accord with prior opinions issued by this office (attached). However, my review of the legislative history suggests it will be hard to pin down proof of legislative intent. The history shows a blending of two sometimes conflicting objectives: (1) PUD formation procedures should be streamlined, and (2) public and private (e.g., utility) concerns should still be considered during the formation process. Those who argue that the county's role is limited under the statute can also find some support in the 1979 legislative history.

Another argument for reducing the boundaries in this case arises under ORS 261.030. The statute prevents a board of directors of a PUD from interfering with or exercising control over any existing utility owned by a municipality unless the city council consents. The Board could interpret the statute to prevent PUD formation that would conflict with municipal plans to extend service. That interpretation would call for reducing the proposed boundaries so as to exclude annexed lands that have been withdrawn from Rockwood Water District (note: there is litigation pending over the legality of certain withdrawals from Rockwood) and even lands that are scheduled to be annexed and withdrawn.

I do not find the immediately preceding argument persuasive. ORS 261.030 does not seem to come into play until a PUD is actually formed and makes an attempt to "interfere" with municipal utilities. See Emerald PUD v. Pacific Power and Light Co., 302 Or 256, 729 P2d 552 (1986) (an attempt by a PUD to condemn an existing utility would violate ORS 261.030). In this case, a PUD has not yet been formed. Nor is it clear at this date that the lands in question are part of an "existing" municipal utility. The cities plan to serve these areas; they do not now serve them.

Conclusion

In sum, I believe the Board of Commissioners can either approve the Rockwood Water PUD boundaries as proposed or modify them in recognition of the planning/efficiency arguments presented by the cities. The latter action will probably engender litigation which will necessarily make new law.

cc: Vicki K. Ervin
Ruth M. Spetter
Thomas Sponsler
Frank Josselson



MULTNOMAH COUNTY OREGON

DEPARTMENT OF GENERAL SERVICES
COUNTY COUNSEL SECTION
SUITE 1400
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204-1934
(503) 248-3138

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
POLLY CASTERLINE
GRETCHEN KAFOURY
CAROLINE MILLER

M E M O R A N D U M

COUNTY COUNSEL
LAURENCE KRESSEL

CHIEF ASSISTANT
ARMINDA J. BROWN

ASSISTANTS

JANET NOELLE BILLUPS
J. MICHAEL DOYLE
H.H. LAZENBY, JR.
PAUL G. MACKEY
LIA SAROYAN
JANE ELLEN STONECIPHER
MARK B. WILLIAMS

TO: Board of County Commissioners
Gladys McCoy, Chair
Pauline Anderson
Polly Casterline
Gretchen Kafoury
Caroline Miller

FROM: Arminda J. Brown *Ar. J. Brown*
Chief Assistant County Counsel

DATE: December 14, 1987

RE: P.U.D. Hearings

The hearing on the boundary of P.U.D. 2 will commence on December 15, 1987 at 9:30 a.m. The purpose of this memo is to reiterate your role and answer some of the questions that arose from the P.U.D. 1 hearing.

As you know, pursuant to ORS 261.161, the Board of County Commissioners has the responsibility to "determine the boundaries of the proposed. . . district." The statute also directs the Board to correct any deficiencies in the boundaries and further limits the Board's authority to include additional property within the proposed boundaries. In that regard, land owners must request inclusion in writing before the boundary hearing is completed. At the present time the County Assessor's office is at work developing a description of the current proposed boundaries. If there are any deficiencies, you will be made aware of them at the continuation of the hearings on December 28, 1987.

A question has arisen regarding what standard you should use in evaluating requests for exclusion from the boundaries.

Board of County Commissioners
December 14, 1987
Page 2

As you are aware, the P.U.D. statute does not give us much guidance.

Prior to the 1979 changes in the statutory scheme, the director of the Department of Energy was given the responsibility of holding the boundary hearings. At the conclusion of the hearings the director was given the following mandate:

If after the hearing, the director finds that any portion of territory has been included in a proposed district that should not have been, or that any territory has been omitted therefrom that should, in the interest of the public welfare, have been included, the director shall recommend in his final report such changes in the boundaries of the proposed district as he deems just and conducive to the public welfare. (Emphasis added)

In response to a question regarding exclusion, the Attorney General in 1938 interpreted the above phrase. The Attorney General noted that the Hydroelectric Commission (the entity charged with the duty of determining the boundaries at that time) could exclude parcels when in its discretion, it "would be conducive to the public welfare and for the best interests of the district or those portions so excluded." Opinions of the Attorney General (1936-1938) 687.

The present statutory scheme directs the Board of County Commissioners to base their determination "upon the record of the hearing. . .[and] the report of the Director of the Department of Energy." ORS 261.161(2).

Taking all of this together, a broad standard and some guidelines emerge. In my opinion, the overall standard when entertaining requests for exclusion is whether the request serves the public welfare. The material I have cited refines that standard somewhat. Thus, the "public welfare" can be analyzed by balancing the best interests of the district with the interests of those land owners seeking exclusion from it.

The Board must also look to the report from the Department of Energy. In that report, the director must evaluate "the availability and cost of power resources, potential tax consequences and any other information considered by the director to be relevant. . . ." ORS 261.151.

The standard that a court would use to review your determination of P.U.D. boundaries would be whether or not the

Board of County Commissioners
December 14, 1987
Page 3

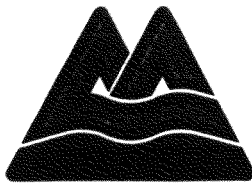
determination was arbitrary. If anyone is excluded from the borders of a proposed P.U.D., the Board should enter findings setting out its reasoning in doing so.

Commissioner Miller asked whether a person wishing to be excluded could apply again after the P.U.D. is formed. The short answer to that question is NO. The statute provides for the later exclusion only of property included contrary to the provisions of ORS 261.110(5) or (7). These sections set out several areas that are specifically prohibited from being included. In all likelihood, these do not apply to the proposed Pioneer P.U.D.s.

The last thing I would like to bring to your attention is an intriguing argument raised by P.G.E. As you know, the initial P.U.D. election serves two purposes: the voters will vote on (1) whether or not to form the P.U.D., and (2) the imposition of a "special levy of a certain amount to finance an engineer's report on revenue bonds for the acquisition or construction of the initial utility system. . . ." ORS 261.113. P.G.E. argues that this special levy is really a "special assessment" and therefore the Board must inquire as to whether property owners will receive benefit commensurate with the assessment.

After looking into this issue, I have come to the conclusion that the special levy contemplated by the statute is more in the nature of a tax rather than a special assessment. The imposition of a tax does not require the analysis P.G.E. proposes. I disagree with the P.G.E.'s "special assessment" argument.

9493C/sh



MULTNOMAH COUNTY OREGON

DEPARTMENT OF GENERAL SERVICES
COUNTY COUNSEL SECTION
SUITE 1400
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204-1934
(503) 248-3138

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
POLLY CASTERLINE
GRETCHEN KAFOURY
CAROLINE MILLER

M E M O R A N D U M

COUNTY COUNSEL
LAURENCE KRESSEL

CHIEF ASSISTANT
ARMINDA J. BROWN

ASSISTANTS

JANET NOELLE BILLUPS
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H.H. LAZENBY, JR.
PAUL G. MACKEY
LIA SAROYAN
JANE ELLEN STONECIPHER
MARK B. WILLIAMS

TO: Board of County Commissioners
Gladys McCoy, Chair
Pauline Anderson
Polly Casterline
Gretchen Kafoury
Caroline Miller

FROM: Arminda J. Brown *Armidia*
Chief Assistant County Counsel

DATE: November 30, 1987

RE: Hearings on the Boundaries of
PUD's 1 & 2

Hearings on the boundaries of PUD's 1 & 2 will be held on December 1 and 15, 1987. The purpose of this memo is to acquaint you with the issues that have arisen in preparation for these hearings.

Two such issues have come up and require addressing prior to the commencement of the hearings. These issues are:

1. What authority does the Board of County Commissioners have to adjust the boundaries of the proposed PUD's?

2. Assuming that the Board does have the power to adjust the boundaries, what standards must it follow in evaluating requests for either exclusion or inclusion and in making a determination based on those requests?

1. Authority of the Board to adjust boundaries.

The Board's authority in regard to these hearings is derived from ORS 261.161.

[2] Based upon the record of the hearing prescribed in subsection 1 of this section on the proposed boundaries and, if district formation is proposed, the report of the director of the Department of Energy under ORS 261.151, the county governing body within ten days of the last date of hearing shall determine the boundaries of the proposed or established district.

This broad grant of authority seems to suggest that the Board has the power to set the boundaries unconstrained by the boundaries proposed in the original petition. However, the statute goes on to limit that grant of discretion in two ways. In the first instance, it is noted that the boundaries fixed by the Board cannot include any land lying outside the boundaries proposed in the original petition unless the owners of that land request inclusion in writing before the hearing is completed. ORS 261.161(3). Further, the Board is prohibited from denying an elector's petition because of any deficiency in the description of the boundaries. ORS 261.161(4). Any deficiency found to exist must be corrected by the Board. ORS 261.110 sets out the areas which are includable within a PUD. Paragraphs 5, 6, and 7 of that statutory section set out areas that are not includable within a PUD. An example of a deficiency in the boundaries would be inclusion of one of these areas. The most notable of these are:

1. No entire township may be included in formation of any district unless the township contains not less than ten electors. Furthermore, no portion of any township in excess of six sections shall be included, unless the portion contains a proportionate number of electors. ORS 261.110(6).

2. No territory which is part of another PUD may be included in the formation of any district, nor may the proposed district include any territory which at the time of the proposed district's formation is being served by an electric cooperative. ORS 261.110(7).

The question that arises is whether or not the Board has the authority to entertain petitions for exclusion from the boundaries of the proposed PUD. The statute does not speak to this issue. Interestingly enough, no new PUD's have been formed since the major overhaul of the PUD statutes in 1979.

Board of County Commissioners
November 30, 1987
Page 3

For that reason there are no Oregon cases which provide any help in this matter.

Prior to its amendment in 1979, the PUD laws, authorized the director of the Department of Energy to determine PUD boundaries. Once hearings were held, the director was required to make a final report on the advisability of creating the district. He was required to recommend in his final report such changes in the boundaries as he found to be just and conducive to the public welfare.

If after the hearing, the director finds that any portion of territory has been included in a proposed district that should not have been, or that any territory has been omitted therefrom that should, in the interest of the public welfare, have been included, the director shall recommend his final report such changes in the boundaries of the proposed district as he deems just and conducive to the public welfare. Old ORS 261.125(3) (1977).

In a later Supreme Court case, it was found that the director's recommended changes were binding upon the sponsors of the proposed district. In re People's Utility District, 160 Or. 530 (1939).

In 1979 the PUD laws were substantially amended. The authority for determining the boundaries was transferred from the Department of Energy to the County Commissions. As you can see, the new language was greatly simplified. It is my view, that the clear meaning of ORS 261.161 indicates that the Board is responsible for considering what property should be included and what property should be excluded from the district as proposed. This responsibility has historically been carried out pursuant to the statute and was simply transferred from the Department of Energy to the County Commission in 1979. There is nothing in the statutory history which indicates that the legislature intended to limit this authority.

In summary, it is the responsibility of the Board to determine the boundaries of the two proposed PUD's. This responsibility includes the power to include property within the boundaries if the property owner has provided a written request. It also includes the power to exclude property from within the proposed boundary.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Determining the)
Boundaries of the Rockwood Water) RESOLUTION
Public Utility District and Calling)
An Election on District Formation)
And Related Matters)

WHEREAS, the Multnomah County Board of Commissioners received a petition requesting formation of a public utility district to be known as Rockwood Water Public Utility District (P.U.D.); and

WHEREAS, ORS 261.161(2) requires the Board of County Commissioners to determine the boundaries of the proposed P.U.D.; and

WHEREAS, a hearing on the boundaries was held on November 21, 1989 and December 12, 1989; and

WHEREAS, the Board of County Commissioners has received two petitions for inclusion of additional land within the boundaries of the proposed P.U.D. (Ducks Moorage and Dorothy Weatherston properties); and

WHEREAS, the Multnomah County Department of Assessment and Taxation has reviewed the legal description of the boundaries as proposed in the P.U.D. petition and found them to be correct; and

WHEREAS, the Board has received and considered the Oregon Department of Energy's report on the proposed P.U.D.; and

WHEREAS, although public policy arguments for reducing the boundaries were made by city representatives, the Board believes that it does not have the option of considering such arguments under ORS Chapter 261; and

WHEREAS, approving the boundaries as proposed by petitioners protects the right of initiative and the right of property owners within the boundaries to vote. Opponents of the boundaries as proposed by the petitioners retain the right to be heard through the campaign process.

NOW, THEREFORE, BE IT RESOLVED that

1 1. Subject to point 2 below, the boundaries of the
2 Rockwood Water Public Utility District shall be those presented
3 in the petition. A legal description of those boundaries is
4 attached as Exhibit 1.

5 2. The boundaries shall include the Ducks Moorage
6 Property and The Weatherston property described in Exhibit 2.

7 3. Exhibits 1 and 2 are incorporated into this
8 resolution.

9 4. The question of whether the district should be
10 formed, the election of district directors, and the proposal
11 for authorization of the district to impose a special levy of
12 \$3,000 shall be submitted to the voters at the March 27, 1990
13 election.

14 5. The Director of Elections shall publish the
15 notices required by law and place the P.U.D. proposal on the
16 March 27, 1990 ballot.

17 ADOPTED this ____ day of December, 1989.

18 BOARD OF COUNTY COMMISSIONERS
19 FOR MULTNOMAH COUNTY, OREGON

20 (SEAL)

21 By _____
22 Gladys McCoy, Chair
23 Multnomah County, Oregon

24 REVIEWED:

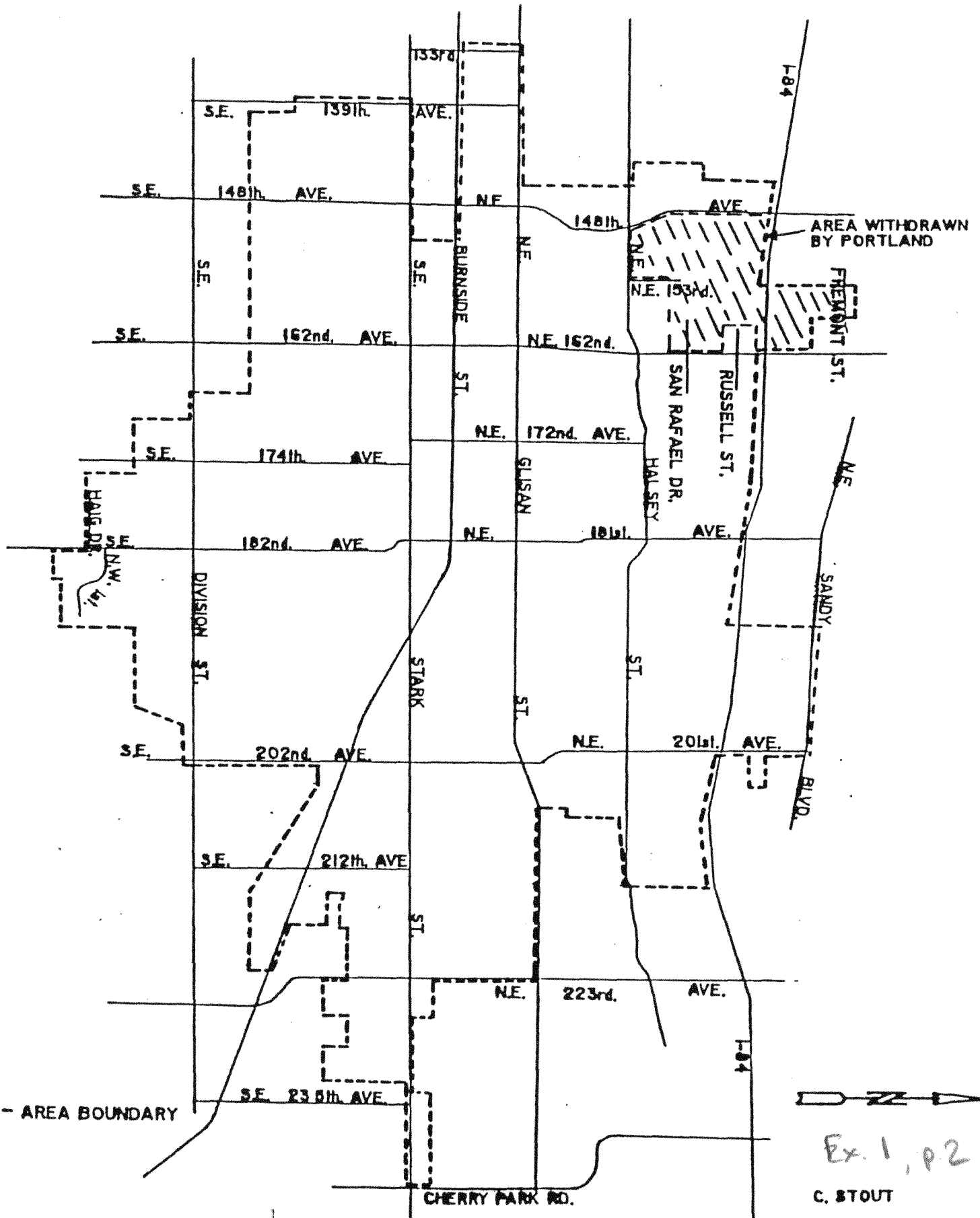
25 _____
26 Laurence Kressel, County Counsel
 of Multnomah County, Oregon

(12/11/89)

6582R/mc

The entire boundaries of the District shall lie within Multnomah County, beginning at the center line of SE 182nd Avenue approximately 1,950' north of the SW corner of Section 8, T 1 S, R 3 E; thence easterly 300'; thence northerly 170'; thence easterly 1,317'; thence northerly 20'; thence easterly 530'; thence northerly 420'; thence easterly 93'; thence northerly 1,450'; thence easterly 1,785'; thence north easterly 1,100'; thence easterly 193'; thence northerly 215'; thence easterly 660' to the NE corner of Section 8, T 1 S, R 3 E; thence northerly along the center line of 202nd Avenue 3,126'; thence easterly 720'; thence south easterly 590'; thence northeasterly 10'; thence southeasterly 84'; thence southerly 62'; thence easterly 102'; thence southeasterly 2,426'; thence easterly 1580'; thence northerly 610' to the center line of Burnside Street; thence northwesterly along said center line 1,630' to the intersection of the center lines of Burnside Street and Farris Road; thence easterly 560'; thence northerly 810'; thence westerly 825'; thence northerly 395'; thence easterly 264'; thence southerly 113'; thence easterly 557'; thence northerly 90'; thence easterly 1,330'; thence southerly 560'; thence easterly 980'; thence northerly 665'; thence easterly 805'; thence southerly 665'; thence easterly 875'; thence northerly 2,080'; thence easterly 2650'; thence northerly 460'; thence westerly 2,250'; thence southerly 242'; thence westerly 215'; thence southerly 215'; thence westerly 1,912'; thence northerly 537'; thence westerly 935'; thence northerly 2,800'; thence westerly along the center line of Glisan Street 4,150'; thence northerly 2,050'; thence easterly 970' along the center line of Halsey Street; thence northerly 1,800' to the southern right-of-way line of O.W.R. & N. Company; thence westerly along said right-of-way line to the centerline of 201st Avenue; thence northerly 715'; thence easterly 860'; thence northerly 258'; thence westerly 860'; thence northerly 1,375'; thence westerly along the center line of Sandy Boulevard 3,200'; thence southerly 1,865'; thence westerly along O.W.R. & N. Company to the center line of 181st Avenue; thence southerly 430'; thence westerly 320'; thence northerly 180'; thence generally westerly following the Interstate 84 southern right-of-way 2,020'; thence southerly 45'; thence north westerly 365'; thence westerly 450'; thence southerly 110'; thence westerly 1,680'; thence southerly 80'; thence westerly 860' more or less; thence southerly 550'; thence generally easterly 850'; thence southerly 1,500' more or less; thence westerly 880'; thence northerly 100'; thence westerly 150'; thence northerly 130'; thence westerly 300'; thence northerly 80'; thence westerly 870'; thence southerly 1,300' to the north right-of-way of NE Halsey; thence westerly 1,185'; thence generally north westerly to the western right-of-way line of NE 148th Ave.; thence generally northerly 2,800'; more or less; thence westerly 800' more or less; thence southerly 1,820'; thence westerly 850'; thence southerly 1,800'; thence easterly 1,010'; thence southerly 2,650'; thence westerly 3,695'; thence southerly 1,440'; thence easterly 5,310'; thence southerly 1,010'; thence westerly 3,980'; thence southerly 2,710'; thence easterly 650'; thence southerly 1,160'; thence easterly 4,335'; thence northerly 20'; thence easterly 335'; thence southerly 20'; thence easterly 665'; thence southerly 20'; thence easterly 670'; thence southerly 60'; thence easterly 1,330'; thence southerly 1,330'; thence easterly 700'; thence southerly 1,320'; thence easterly 1,020'; thence northerly 42'; thence easterly 370'; thence southerly 710'; thence easterly 330'; thence southerly 615'; thence easterly 1,655'; thence southerly 650' to the point of true beginning.

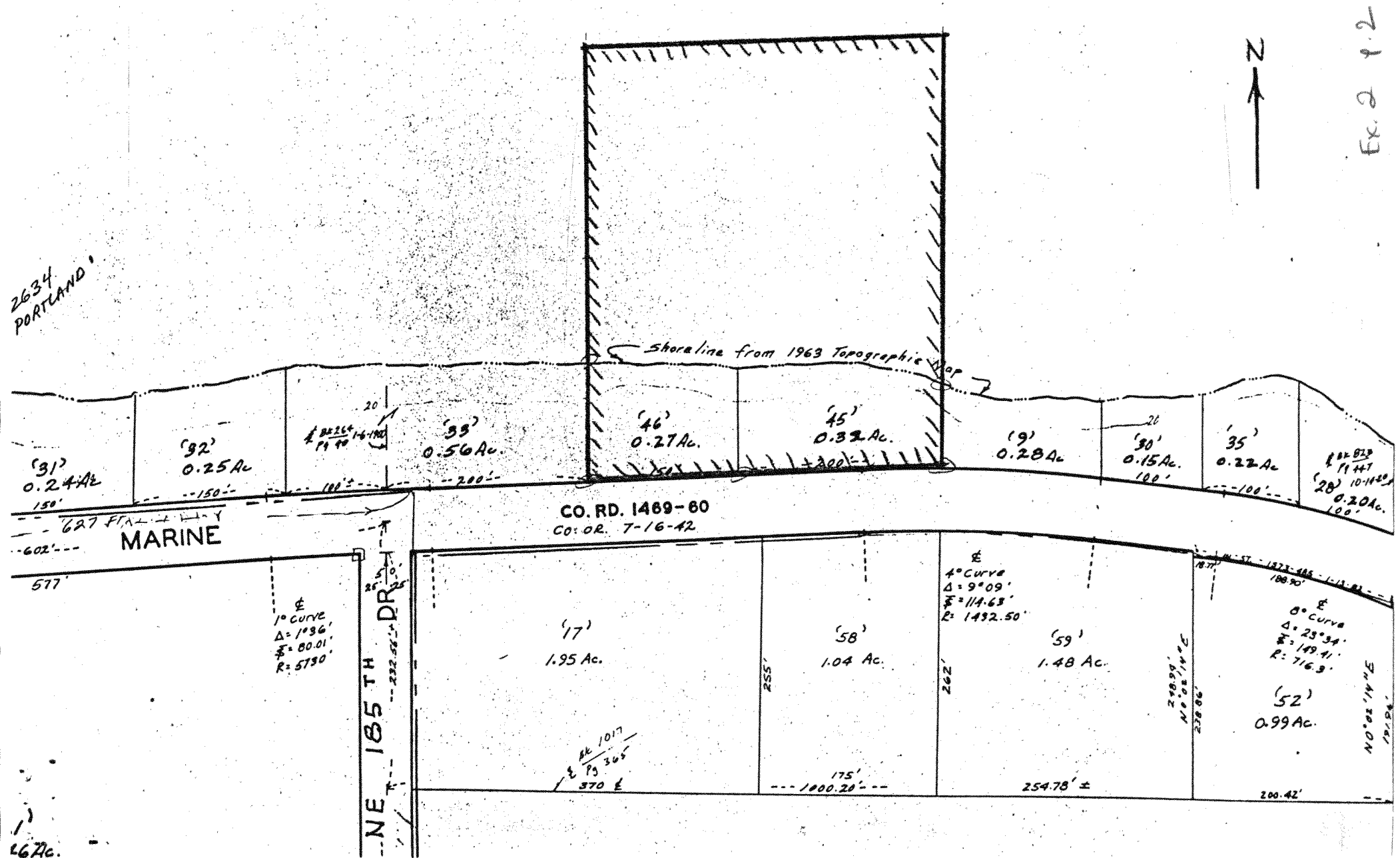
DESCRIPTION OF BOUNDARIES



A tract of land in Section 20, Township 1 North, Range 3 East, W.M. in Multnomah County, State of Oregon described as follows:

Commencing at the intersection of the centerlines of NE Marine Drive and NE 185th Ave, in said Section 20; thence East along the centerline of NE Marine Drive 200 feet to a point; thence North 30 feet to the Southwest corner of that tract of land conveyed to Charles H. Weatherston in Book 891 on Page 258 recorded Nov. 1, 1972, in Multnomah County Deed Records and the point of beginning of the tract to be described; thence North, along the West line of said Weatherston tract and the Northerly extension of said West line, 400 feet to a point; thence East, parallel to the North line of said NE Marine Drive, 350 feet more or less to the Northerly extension of the East line of that tract of land conveyed to Dorothy M. Weatherston in Book 890 on Page 185 recorded Oct. 27, 1972, in said County Deed Records; thence South, along the Northerly extension of the East line and the East line of said Dorothy Weatherston tract, 400 feet more or less to the North line of NE Marine Drive; thence West, along the North line of NE Marine Drive, 350 feet more or less to the true point of beginning.

Ex 2



1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY, OREGON

3 In the Matter of Determining the)
4 Boundaries of the Rockwood Water)
5 Public Utility District and Calling)
6 An Election on District Formation)
7 And Related Matters)
8 RESOLUTION

9 WHEREAS, the Multnomah County Board of Commissioners
10 received a petition requesting formation of a public utility
11 district to be known as Rockwood Water Public Utility District
12 (P.U.D.); and

13 WHEREAS, ORS 261.161(2) requires the Board of County
14 Commissioners to determine the boundaries of the proposed
15 P.U.D. based on the record and the Energy Department report; and

16 WHEREAS, a hearing on the boundaries was held on
17 November 21, 1989 and December 12, 1989; and

18 WHEREAS, the Board of County Commissioners has
19 received two petitions for inclusion of additional land within
20 the boundaries of the proposed P.U.D. (Ducks Moorage and
21 Dorothy Weatherston properties); and

22 WHEREAS, the Board has received and considered the
23 Oregon Department of Energy's report on the proposed P.U.D.; and

24 WHEREAS, substantial portions of the proposed P.U.D.
25 have been annexed to cities which are ready and willing to
26 provide these areas with domestic water (some lands have also
27 been withdrawn by the cities from the Rockwood Water District);
28 and

29 WHEREAS, the cities have done extensive public
30 facility and financial planning for extending water service to
31 these areas; and

32 WHEREAS, Portland has requested that the P.U.D.
33 boundaries exclude all territory within the city's Urban
34 Services Boundary; and

35 WHEREAS, Portland's Urban Services Policy (endorsed by
36 Multnomah County by the document known as "Resolution A" in
37 1983) encourages annexation within an urban services boundary
38 developed in a state-mandated, LCDC-acknowledged, comprehensive
39 planning process. Complementary to this planning process are

1 the other state-mandated laws regarding annexation. Since
2 1969, a Local Government Boundary Commission has overseen
3 annexations and other territorial local government issues in
4 the metropolitan area; and

5 WHEREAS, Portland, Gresham, and Fairview always
6 intended, through a series of planned annexations, to provide
7 all municipal services to all city residents. The Rockwood
8 P.U.D. proposal is at odds with the cities' legitimate
9 objectives and statewide planning goals; and

10 WHEREAS, economies of scale are a very real advantage
11 in the water service industry, given the high level of capital
12 investment in the various components of the system: treatment,
13 storage, transmission, and distribution at adequate pressures
14 for home and commercial use as well as fire protection,
15 emergency repair response, and preventive maintenance. To be
16 able to meet these needs in the long-term at the lowest
17 possible rates within a given territory is best achieved by a
18 large utility providing services directly. To attempt to
19 deliver these services in an urban setting through a
20 specialized district does not make good sense; and

21 WHEREAS, administrative overhead is lowered and
22 accountability to ratepayers is best achieved where all urban
23 services within a given territory are provided by one entity
24 (city) rather than several separate entities. Where multiple
25 jurisdiction overlap to provide various services, the result is
26 confusion over jurisdiction, overlapping service areas, and
duplication of service; and

WHEREAS, the Energy Department's report states that
the Rockwood P.U.D. petition is very unusual in that it "does
not primarily involve whether a P.U.D. would provide cheaper
rates than the utility providing the existing service. What is
really involved in this proceeding is a question of annexation
by local governments" (Energy Report, p. 3); and

WHEREAS, the Board has determined, based on the
record, that the public interest will best be served in this
unique case by adjusting the proposed boundaries to exclude
lands that are to be served by municipalities; and

WHEREAS, a legal description of the appropriate
boundaries has been prepared;

1 NOW, THEREFORE, BE IT RESOLVED that

2 1. The boundaries of the Rockwood Water P.U.D. shall
3 be those set forth in Exhibit 1.

4 2. The question of whether the P.U.D. should be
5 formed, the election of district directors, and the special
6 levy of \$3,000 shall be submitted to the voters at the
7 March 27, 1990 election.

8 3. The Director of Elections shall publish the notice
9 required by law and place the P.U.D. proposal on the March 27,
10 1990 ballot.

11 ADOPTED this ____ day of December, 1989.

12 BOARD OF COUNTY COMMISSIONERS
13 FOR MULTNOMAH COUNTY, OREGON

14 (SEAL)

15 By _____
16 Gladys McCoy, Chair
17 Multnomah County, Oregon

18 REVIEWED:

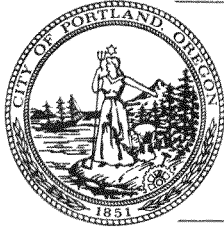
19 LAURENCE KRESSEL, COUNTY COUNSEL
20 FOR MULTNOMAH COUNTY, OREGON

21 _____
22 Laurence Kressel, County Counsel
23 of Multnomah County, Oregon

24 (12/11/89)

25 6603R/mc

BCC
CC ✓



CITY OF
PORTLAND, OREGON
DEPARTMENT OF PUBLIC SAFETY

Dick Bogle, Commissioner
1220 S.W. Fifth Avenue
Portland, Oregon 97204
(503) 248-4682

December 8, 1989

Multnomah County Board of Commissioners
1021 S.W. Fourth Avenue
Portland, Oregon 97104

Honorable Commissioners,

The City of Portland respectfully requests that the boundaries of the proposed Rockwood People's Utility District (PUD) exclude all areas within the Portland-Multnomah County urban services boundary. City, County, and State planning goals, and Boundary Commission policy all support municipalities providing urban services in developed, unincorporated neighborhoods.

Moreover, the statute governing the formation of PUD's (ORS 261.030) provides that nothing shall interfere with an existing municipal utility. We believe that the proposed PUD is unnecessary insofar as Portland's urban services area is concerned. The City is capable of supplying water service to the subject area without the overlap and redundancy involved in overlapping jurisdictions with divided responsibilities.

We respectfully request that you, the members of the Multnomah County Commission, whose charge it is to look after the interests of all County residents, exclude those areas within the proposed PUD that are within Portland's urban service boundary.

Sincerely,

Dick Bogle
Commissioner of Public Safety

DB:SD:vc

1989 DEC 11 AM 10:01
MULTNOMAH COUNTY
OREGON

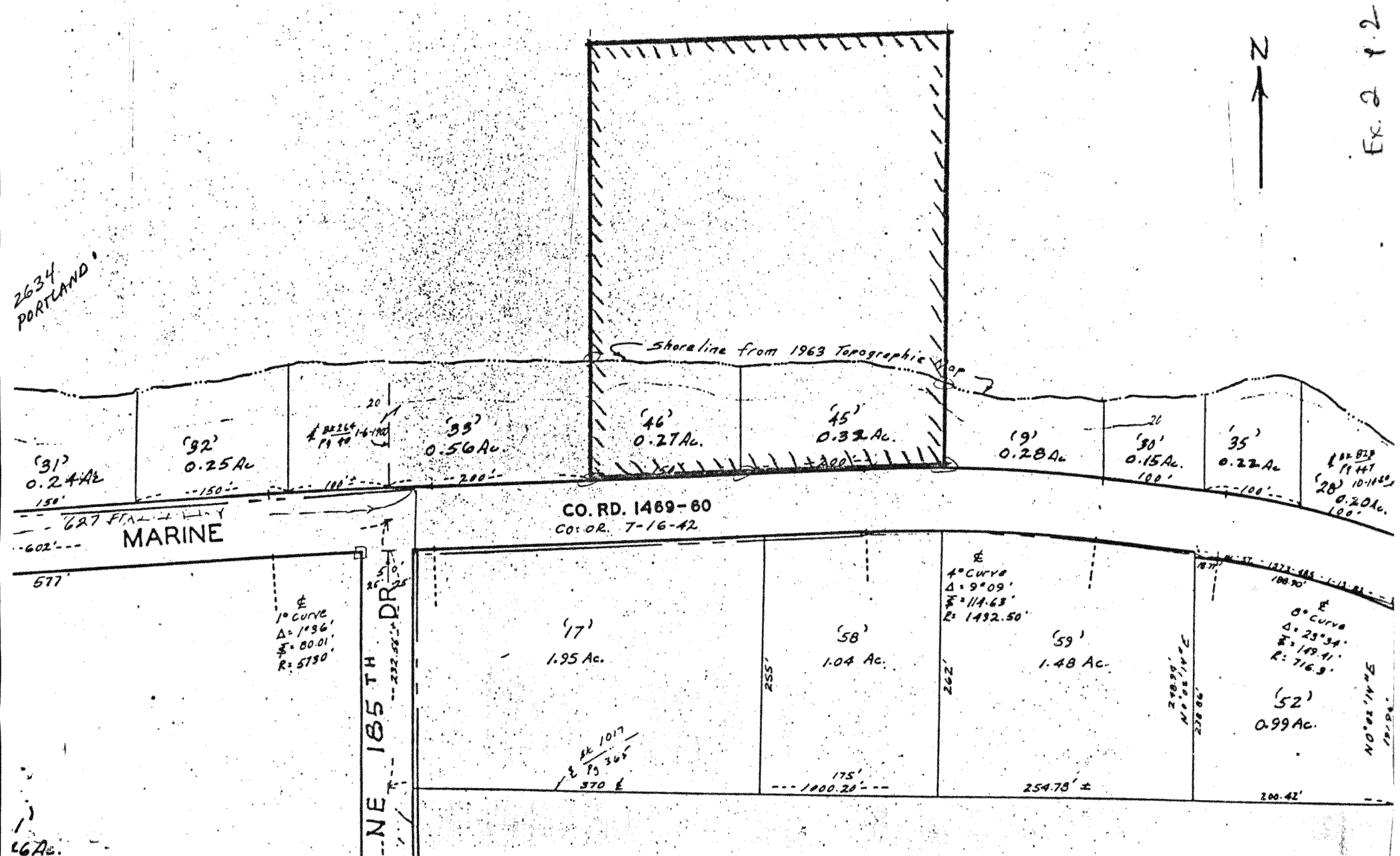
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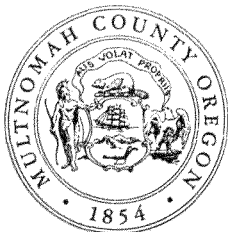
1:30 PM.

#1 Rockwood Water
PUD

No backup material
Submitted for this hearing

Ex. 2 p. 2





12/12/89 1:30
Int Pm #1

GLADYS McCOY, Multnomah County Chair

Room 134, County Courthouse
1021 S.W. Fourth Avenue
Portland, Oregon 97204
(503) 248-3308

MEMORANDUM

TO : Linda Alexander, Director
Dept. of General Services

FROM : Gladys McCoy *G. McCoy*
Multnomah County Chair

DATE : November 21, 1989

RE : Option Memorandum - Governance of the Multnomah County Library

This is to confirm in accordance with Board consensus arrived at during the meeting of November 7th, which was further developed by staff interviews with each Board member, that you are to prepare a Library Governance Option Memorandum for Board review. This Memorandum should address three options:

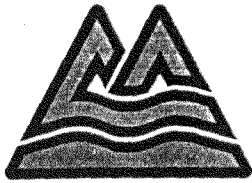
1. direct County control of the library;
2. direction of the library by a County Trust appointed by the Board; and
3. transitional direction of the library by a County Trust pending direct County control at a future date.

Given the complexity of the subject matter, the time frame, and prior exhaustive examination of this issue by the Board, it is not expected that a comprehensive new analysis be undertaken. What is needed is a short summary of anticipated consequences of each option, focusing on updating or freshly examining those operational and financial issues raised by the Board as critical to a decision (e.g.'s pension system costs, personnel and labor relations impacts, legal questions, etc.). Discussion of Endowment matters should be excluded from your memorandum since these matters are being dealt with in another forum.

My review with staff would indicate that Tuesday, December 12 would appear to be the most appropriate date to present this memorandum.

GM:ddf

cc: Board of County Commissioners
Dan Ivancie
Martha Julaphongs
Local 88, AFSCME
Multnomah County Library Union
Clerk of the Board



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY
PAULINE ANDERSON
GRETCHEN KAFOURY
RICK BAUMAN
SHARRON KELLEY

DEPARTMENT OF GENERAL SERVICES
PORTLAND BUILDING
1120 SW FIFTH, 14TH FLOOR
PORTLAND, OR 97204-1934

AT OTHER LOCATIONS:

OFFICE OF THE DIRECTOR
EMPLOYEE SERVICES (503) 248-3303
FINANCE (503) 248-5015
LABOR RELATIONS (503) 248-3312
PLANNING & BUDGET (503) 248-5135
(503) 248-3883

ADMINISTRATIVE SERVICES (503) 248-5111
ASSESSMENT & TAXATION (503) 248-3345
ELECTIONS (503) 248-3720
INFORMATION SERVICES (503) 248-3749

MEMORANDUM

TO: Board of County Commissioners
FROM: Linda Alexander, Director
Department of General Services
DATE: December 12, 1989
SUBJECT: Library Governance Options

Attached is the report of governance options for the library which has been compiled by my staff. The summary memorandum is based on a large number of issues which were researched and included as attachments to this report. The report focuses on both the fiscal and operational impact of two options:

- Direct Control of the Public Library System by Multnomah County
- Governance by a trust appointed by the Board of County Commissioners

Because the third option of interim governance by the trust with an ultimate goal of direct control by the County did not receive favorable reviews, it is not highlighted in the document.

Ken Upton, Kathy Busse and Barbara Simon of my staff are to be commended for producing this report. Many thanks also are due to the contributors who were very responsive in providing the material that we needed within a very short time frame. Special thanks go to Susan Ayers in Employee Services for her comprehensive report on employee options.

Today's review is intended to be an informational briefing. Staff will be available for an in depth examination or to answer questions after you and your staff have an opportunity to study the material provided. We are also available for any assistance on public hearings or to answer questions related to the report. Please let us know how we can further assist you.

Respectfully Submitted,


Linda Alexander, Director
Department of General Services

9134F/LA/js

AN EQUAL OPPORTUNITY EMPLOYER

**Multnomah County
Department of General Services
Library Governance Options
December 12, 1989**

BACKGROUND

The relationship between Multnomah County and the Library goes back to 1911. At that time, the County entered into a contract with the Library Association of Portland (L.A.P.) which stipulated that Multnomah County would provide funding for the public library system and that the L.A.P. would administer those funds. During the 1980's, a great deal of attention has been focused on the relationship between the County and the Library Association. A variety of reports analyzing and recommending changes to the way the library system is governed have been written during this last decade.

In 1983, the Multnomah County Commission on Library Policy and Administration, a group consisting of local elected officials, the local education community, the Library Association of Portland, Friends of the Library, library employees and six citizens-at-large, recommended that the County Charter be amended to create an independent Multnomah County Library Commission charged with the responsibility of administering, operating and maintaining the Multnomah County Library. The Board of County Commissioners endorsed the recommendation and, in 1984, forwarded that amendment for a vote of the people. 154,000 votes were cast but the measure lost by 206 votes. At the same election, the voters approved a 3 year, \$9 million serial levy for the Library.

Following the close defeat of the charter change, Multnomah County and the Library Association agreed to amend their 1911 contract. As a result of those negotiations, the County obtained the authority to appoint five of the thirteen board members on the Library Association. The L.A.P. also agreed to partial compliance with the open meeting law.

The debate about the best way to govern the public library system continued and, in 1986, the Board of Directors of the Multnomah County Library Association commissioned Dr. Lowell Martin to prepare a development plan for the Library. In his report, Dr. Lowell recommended the formation of a County library district with its own "library board with fiscal and administrative responsibility and authority." The creation of a library service district was approved by the Board of County Commissioners but rejected by the Portland City Council. Approval by both jurisdictions was needed in order to put the issue before the voters.

Two years later, Chair McCoy impaneled a group of citizens to develop a Report on Governance -- Multnomah County Public Library. That report recommended the formation of a Multnomah County Library Commission to serve as Directors of an independent organization to operate, maintain, plan and provide library services for Multnomah County." It further recommended that Multnomah County assist in the creation of the commission and that deliberations of that body should be subject to State law pertaining to public meetings and public records.

Chair McCoy followed the recommendations and, in the fall of 1989, appointed a Library Trust which was subsequently approved by the Board of County Commissioners. During the process of negotiating a new relationship between the County, the Trust, and the L.A.P., several Board members indicated a renewed interest in exploring the option of direct County control of the Library. The following report has been prepared in response to that interest. It addresses three possible options for the governance of the Library and focuses on the operational and financial issues of each option.

ASSUMPTIONS

1. Current Library operations meet the legal requirements for their organizational structure so no legally required corrective activities are anticipated.
2. The Library will become the organizational equivalent of a department within the County's current structure if the County assumed direct control.
3. The County has multiple public policy directives which do not apply to the current library operation. Compliance with directives like affirmative action competitive bidding, civil service, and local preference in bidding will likely increase the operational costs once the Library becomes part of the County organizational structure.
4. Option I (direct County control) and Option II (Trust) seemed the two most viable options so the report focuses on them.
5. Financial figures contained in this report are conservative and actual costs of implementation could be greater.
6. If the Trust administers the Library, few changes from the current way of doing business would occur.
7. This report concentrates on broad policy issues for the Board's consideration. It is not intended to provide the detailed level of analysis which would be contained in a full implementation plan.

Library Governance Options

Option I: Direct County Control of the Library

This option would transfer the administration of the public library system from the L.A.P. to the County and the Library would either become an independent County department or agency. All employees of the Library would become county employees entitled to the same rights and benefits as existing county employees except as might be provided by a collective bargaining agreement. Operational processes like purchasing, facilities management and payroll would be subject to County administrative procedures.

DISCUSSION:

If the County were to assume direct control of the library, the major fiscal impact would be in personnel costs. For the most part, the current pay schedule for library employees is less than the County pay schedule. The 1989-90 library budget allocates \$7,392,459 for salary and fringe benefits. If the library employees were to become Multnomah County employees, that figure would increase anywhere from \$820,162 to \$1,553,542 depending on how the new employees were absorbed into the County system (see Library costing memo, Shaun Coldwell, Budget: Attachment A).

Even those numbers are conservative estimates and could increase by up to \$750,000 if the library employee's work day increased from 7.5 hours to 8 hours and if library employees followed the same demographic patterns as County employees in choosing single, two-party or family plan medical and dental coverage. Further, these estimates do not account for the impact of the new class/comp study on these potentially new employees.

Both Employee Services and Planning and Budget have identified three possible plans for transferring library employees to the County. Plan A leaves the library employees on the same pay level at which they are currently being paid. The difference in costing is a result of higher fringe and insurance payments. Under Plan A the increase in personnel costs from the amount currently budgeted for library employees would be \$820,162. Plan B introduces the library employees onto the County's pay range at the same or closest higher step. This is the method that the County's Employee Services staff uses in reclassifying county employees. Under Plan B the difference increases to \$1,106,163. Plan C places the library employee on the County pay range at the step that the employee would have been if s/he had been a county employee from the time of first hire; under this plan the difference totals \$1,553,542. This plan projects that within five years, the new employees would reach their proper place on the pay schedule.

Library Governance Options

The other major fiscal issue centers around the \$1.5 million excess funding in the L.A.P. retirement plan. The actuarial analysis cited several pension options if the County assumed direct control of the Library (see actuarial report, Pension: Attachment A, and Labor Relations memo, Ken Upton, Labor Relations: Attachment A). It would cost \$425,000 to guarantee a cost of living adjustment to library retirees; that would bring those people into parity with employees under PERS. For current library employees, if the final average salary benefit was calculated at the date of retirement rather than at the severing of the L.A.P. relationship, the cost would be \$1,500,000. Also, a cost of living for frozen service years for existing employees at the time of retirement would cost \$275,000. These three numbers total \$2,200,000. Thus, given the above transition option assumptions, there is no true excess funding in the L.A.P. plan but rather a \$700,000 unfunded liability. If amortized on a 30 year schedule, this unfunded position would require contributions of \$59,000 annually.

If library employees were to become County employees, it appears that the County has essentially generically pre-bargained the terms and conditions of such a transfer. Consequently, issues like wages, PERS pick-up, health and welfare benefits, sick leave, and pension are already addressed in general terms in the current Local 88 agreement. The potential impact of this pre-bargaining suggests that a transitional arrangement which Labor Relations has labeled a "catcher's mitt" amendment would need to be bargained. This type of amendment would probably only govern the first year of the transition since the Local 88 contract expires July 1, 1991. To become any more specific at this point in time would be counter-productive to the County's ability to effectively bargain such an amendment (see Labor Relations memo, Ken Upton, Labor Relations: Attachment A and Legal Opinion, Mark Williams, Labor Relations: Attachment B).

Calculating the organizational and fiscal impact to support services under Option I is extremely difficult. The Library as a private non-profit does not have the same classification system or accountability standards as the County, a public body. Job descriptions do not convert smoothly either. The comparison becomes even more complicated by the overlay of additional duties and responsibilities which would be placed on the Library as a public agency. Generally speaking, every support service position will have significant changes in job descriptions if the County were to assume direct control of the Library. Because some job descriptions will change substantially, some job displacement can be expected.

Library Governance Options

The Library has approximately 21.5 F.T.E. (see Study Document, Kathy Busse, Support Services: Attachment H) that roughly correspond to centralized administrative support services in the County (e.g., Finance, Purchasing, Personnel, Labor Relations, Fleet and Facilities Management). If those positions transfer directly to the County's support divisions, there would be no immediate need for a net increase in central administration positions. However, only 3 part-time clerical positions are budgeted in the library staffing structure identified as central administrative support; none are assigned to facilities management. With the addition of 15 new facilities to the County's roster, a future need for additional clerical support may become necessary. The short term need would be to reclassify several of the positions to more highly skilled job categories in Purchasing and Facilities Management due to more complex job requirements and specific bargaining agreements. Other transferred positions may ultimately be restructured to lower classifications.

On the other hand, the operation of the Library's central administration could be disrupted if these 21.5 F.T.E. were to become County employees. In a smaller operation, staff are likely to have a wide range of responsibilities ranging from clerical to technical support to administrative duties. Under the County's organizational structure, these employees will transfer to DGS or DES and have job descriptions and responsibilities which are more tightly defined. Because these same people are likely performing a potpourri of duties, the Library's central administration will need to do some reassigning of responsibilities to insure that day-to-day needs are met. Potentially, this may result in a request for additional staff for the Library.

In Employee Services and Labor Relations, a significant short term impact is likely because of the high activity level during transition. The Library has notable differences in hiring procedures from those used in the County. For example, the Library personnel office tests and supplies lists of applicants to supervisors but does not rank the lists, require hiring committees or document decisions as is the County practice. As a result, the changes could affect the cost of such operations over the long term.

Finally, a implementation project of this magnitude would require a full-time project manager, another additional cost. Some of these added costs may be partially offset by the savings resulting from use of the County's central administration rather than contracting out for those services (e.g. Payroll), and by adding the Library to the County's external audit rather than contracting for it independently (see Finance memo, Dave Boyer, Support Services: Attachment C).

Option II: Operation of the Library by the Trust

This option would, for all practical purposes, be very similar to the administration of the Library by the L.A.P.. It assumes that the administration would transfer from the Library Association of Portland to the Trust. The County would, under this option, appoint members of the Trust and continue to fund the public library system.

DISCUSSION:

If the Trust were to assume administration of the library from the L.A.P., then labor issues would be of direct concern to the Trust and not the County. The Trust would still not be bound by the term of the labor agreement between the Library Association of Portland and the library union unless the Trust indicated an intention to be bound. It is, however, extremely likely that the Trust would have an obligation to bargain in good faith with the union if it chooses not to be bound by the current contract.

Without the overlay of County procedures and policies, business at the Library could probably continue as usual. Unless the Trust desired otherwise, job descriptions as well as operational procedures would likely remain the same so little change would be expected.

Several people who favor this option contend that leaving the administration of the Library to the Trust would ease the transfer to a regional library system. Further, these same proponents argue that the Trust would not be subject to the same political pressure as elected officials and would, therefore, find it easier to make certain types of decisions. For example, the Library currently checks out video tapes to its customers. Had the Library been a County operation at the time that decision was made, potentially heated public debate could have taken place with the private sector arguing that such a policy put government in competition with business. Censorship and intellectual freedom is another area where governance by an elected public body could likely encourage heated public debate not dissimilar to the pressure some local school boards have endured. The Trust would be at least one layer removed from the direct political environment and would face less political pressure for its decision. Finally, direct advocacy for library issues and solicitations of charitable contributions could be enhanced with a Trust arrangement.

Library Governance Options

Option III: Transition to direct County control

This option is a hybrid of the first two options. It assumes that a Trust appointed by the Board would be the administrator of the Library for some finite period of time with the County assuming direct control at a future date.

DISCUSSION:

Generally speaking, Option III is the least favored because of the uncertainty and confusion of transitioning from administration by the Library Association of Portland to the Trust and from the Trust to the County. Trying to identify operational and fiscal impacts of this option is difficult because of its inherent vagueness. Additionally, some members of the Trust are likely to resign under this scenario forcing a search for new members in order to function. Some people in the community may be unwilling to serve as an interim body feeling that they lacked the real power to implement long lasting policy decisions. The search for a new library director may be substantially hindered because of the uncertainty of who the administrative body

Over a period of time, the County could increase its involvement in the management of the Library. One way to do this would be through the budget process using that as a vehicle for identifying how money should be spent. However, if the County became too involved in the daily operation of the Library, it might, by default, become a direct County operation (see Legal Opinion, John Dubay, Miscellaneous, Attachment A).

Library Governance Options

SUMMARY

In summary, the additional dollars needed to absorb the current library employees range from \$820,162 to \$1,553,542. No true excess funding in the L.A.P. pension plan exists but rather a \$700,000 unfunded liability. Although, initially only a minimum of new staff would need to be hired if the County assumed control of the Library, some job displacement can be expected. Finally, switching to the way the County does business will likely cause a significant disruption to both the Library and the County's administrative services for a temporary period of time. This, of course, would also involve the costs associated with conversion.

On the other hand, leaving the administration of the Library to the Trust would probably result in little disruption to the current way the Library does business. The County's relationship to the Library would remain the same as it is today. The Trust, however, would likely have an obligation to bargain in good faith with the library union. Finally, direct advocacy for library issues could be enhanced under the Trust arrangement.

An interim approach is not likely to succeed because of the inherent uncertainty about who is in charge and for how long. Such an approach would likely affect the hiring of a executive director for the library as well as the morale of library employees.

1044G/BS

1988-1991

AGREEMENT

between

Multnomah County, Oregon

and

Multnomah County Employees

Union Local 88

AFSCME

AFL-CIO



MULTNOMAH COUNTY OREGON

WELCOME TO

AFSCME LOCAL 88

MULTNOMAH COUNTY EMPLOYEES UNION

The operation of your Union, Local 88, is based upon the principles of trade union democracy. As in any democratic process, participation is the cornerstone of success. Since it is the responsibility of the Local to serve all members, it is essential that the members attend the local membership meetings. These meetings are the heart of the Union, and the decisions rendered are the pulse of the organization.

Besides the membership meetings, there are a number of committees and meetings where participation is needed. As a member you are entitled to attend and to participate in any of these committees and meetings.

Each work site and/or unit is entitled to a steward. Each steward then participates in the monthly Steward's meeting.

The Executive Board, comprised of elected officials of the Local, conduct the business of the Local under authority of the General Membership. Political action is an integral part of AFSCME Local 88 - you're invited to participate in the many political activities of the Local.

UNION OFFICE

Portland Office - AFSCME Council 75
2325 East Burnside
Portland, OR 97214

OFFICE PHONE - 239-9030

MEETINGS

MEMBERSHIP - 3rd Wednesday, 7:00
325 NE 20th, Portland

STEWARDS - 3rd Wednesday, 6:00
325 NE 20th, Portland

EXECUTIVE BOARD - 1st Wednesday, 7:00
2325 E Burnside, Portland



Your Steward: _____

Chief Steward: _____

5455E

1988 - 1991
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
MULTNOMAH COUNTY EMPLOYEES
UNION LOCAL 88
AFSCME, AFL-CIO



MULTNOMAH COUNTY

Employee Services Division
1120 SW Fifth, Suite 1430
Portland, Oregon 97204-1976

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A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

and

MULTNOMAH COUNTY EMPLOYEES UNION

LOCAL 88, AFSCME, AFL-CIO

ARTICLE 1PREAMBLE

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

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

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

ARTICLE 1

ARTICLE 2
DEFINITIONS

Part-time employee. An employee regularly scheduled to work forty (40) hours or more per pay period, but less than full time.

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.

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.

Temporary employee. Any non-permanent employee.

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. Effective upon execution of this agreement, part-time employees will serve a one year probationary period. Part-time employees hired prior to that date shall serve a probationary period in accordance with the prior settlement agreement between the parties. 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.

ARTICLE 2

ARTICLE 3RECOGNITION

1. The County recognizes Local 88, AFSCME, hereinafter referred to as the "Union", as the sole and exclusive bargaining representative for the purpose of establishing salaries, wages, hours, fringe benefits, and working conditions for all employees in the County classified service as set forth in MCC 3.10 except those specifically excluded below. This unit shall be referred to as the "General Employees Unit". County employees who are excluded from the bargaining unit are:

a. Temporary employees except as provided in paragraph 2. below. Temporary employees may be hired to fill budgeted bargaining unit positions that are permanent vacancies for a period not to exceed 60 days, unless a recruiting job announcement has been issued or unless mutually agreed by the County and Local 88 to extend.

b. Employees regularly scheduled to work less than forty (40) hours per pay period.

c. Employees certified to another bargaining unit.

d. Supervisory, confidential, and professional employees as mutually determined by the

ARTICLE 3

parties. In the event of disagreement as to the status of newly created or modified classifications or positions, or positions or classifications in potential dispute as stated in the bargaining process, determination of status shall be in accordance with unit clarification procedures as provided by Oregon law. The list of existing classifications or positions in potential dispute cited in the bargaining process may not be added to during the term of the contract. Furthermore, the Union in no way acknowledges that the listed positions or classifications are exempted. Hereinafter, professional employees shall be defined as all professional consultants, independent auditors, and their assigned staff, medical professionals such as doctors, dentists and medical specialists, attorneys, professional engineers and all other unclassified exempt professional personnel retained by the County to provide specific expertise to the County.

A list of positions will be provided by the County.

e. Elected officials and their directly appointed staff.

2. The County shall, on a monthly basis, provide the Union a "Notice of Hiring" for the temporary employees retained setting forth the job title, rate of

ARTICLE 3

pay, organization, and duration of employment and such other relevant information as may be reasonably obtained from the County's personnel data base.

3. The President of Local 88, or his or her constitutional successor, shall provide the County with written certification of the current Union officers and staff responsible for contract administration.

4. The County Chair and Multnomah County Sheriff will provide to the President and/or Business Agent of Local 88 written certification of current designees responsible for Local 88 contract administration.

ARTICLE 4MANAGEMENT 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 or general law, are not subject to the grievance procedure.

ARTICLE 5UNION SECURITY AND CHECK OFF

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

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

a. 0.4615 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.

b. Deductions shall cease the pay period following permanent appointment to a position which is excluded from the bargaining unit, upon written request of the employee.

c. A monthly service fee from any non-probationary member of the bargaining unit who has not joined the Union within thirty (30) days after completion

ARTICLE 5

of initial probationary status. 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.

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

4. The County agrees to furnish the Union by the 10th of each month a listing of all new bargaining unit employees hired during the previous month and of all employees who terminated during the previous month. Such listing shall contain the names of the employees, along with their job classification, work location, and home address.

5. 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

ARTICLE 5

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.

6. In-lieu-of-dues payment (service fee) shall be segregated from regular Union dues for accounting purposes.

7. Funds derived from in-lieu-of-dues payment (service fee) shall not be expended for political purposes by Local 88.

8. The Union agrees to provide a system so that any employee who objects to the expenditure of a portion of the in-lieu-of-dues payment (service fee) for ideological reasons can request and receive a rebate of such payment. Such system shall be in accordance with the International Constitution of the American Federation of State, County and Municipal Employees, AFL-CIO, in effect at the time of the execution of this Agreement.

9. Deduction of membership dues must be authorized in writing on the form attached hereto as Addendum B. The amount to be deducted shall be certified in writing to the County by the Union President. The aggregate of all deductions shall be remitted, together

with an itemized statement, to the Treasurer of the Union at an address certified to the County in writing by the Union President, within five (5) working days after it is withheld or by such time as the parties mutually agree in writing.

10. The Union agrees that it will indemnify, defend and hold the County harmless from all suits, actions, proceedings or claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement, or any combination thereof, arising out of application of this Article. In the event any decision is rendered by the highest court having jurisdiction that this Article is invalid and/or that reimbursement of the service fee (fair share) must be made to employees affected, the Union shall be solely responsible for such reimbursement.

ARTICLE 6NO STRIKE CLAUSE

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:

a. when directed to perform work which does not properly fall within the scope and jurisdiction of this Local Union; or

b. when the employee has attempted to cross the picket line, contacted the supervisor requesting assistance in passage through the picket line and such assistance was not provided.

Any employee engaging in any activity in violation of this Article shall be subject to disciplinary action, including discharge, by the County without application of the grievance procedure of this Agreement, unless "a." or "b." above is applicable.

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.

c. Nothing in this Article shall be construed to prohibit informational picketing. Such informational picketing shall not stop and/or disrupt work of County employees and officials at any time, and picketing shall be prohibited in Multnomah County Board Rooms/Meetings, Multnomah County Justice Center and County offices.

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

ARTICLE 6

ARTICLE 7HOLIDAYS1. Holidays.

a. The following days shall be recognized and observed as paid holidays for permanent employees (subject to "b." below):

- Any day the President of the United States, and/or the Governor of Oregon, 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)
- 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 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 Personal Holiday.
- 2 Personal Holidays
Personal holidays 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 Holiday time will be charged in accordance with the uniform time charging provisions of Article 13. In all cases, Personal Holidays must be taken by the end of each fiscal year (June 30th).

b. Permanent Part-time Employees:

ARTICLE 7

Part-time employees shall be entitled to leave on observed holidays in increments of one (1) regular shift of the employee; provided, however, that the amount of the leave shall not exceed the fraction of a fulltime 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 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 work day will be observed as that employee's holiday.

c. Part-time employees:

(1) If the holiday falls on Saturday, it shall be observed on the preceding Friday.

(2) If the holiday falls on Sunday, it shall be observed on the following Monday.

(3) In all other instances, the holiday designed in "1.a." of this Article shall be observed on the designated date.

d. Four (4) hours on either Christmas Eve or New Year's Eve for full-time permanent employees and part-time employees who have accumulated holiday time: If the employee works other than day shift, holiday time to be taken preceding or following the scheduled time off for Christmas or New Year's holiday at employee's discretion

ARTICLE 7

with supervisor's consent; provided that if the supervisor determines that holiday usage on either date is impracticable, the employee shall be credited with four (4) hours of Personal Holiday.

3. Holiday Pay.

a. A permanent employee required to work on an observed holiday will be compensated at one-and-one-half (1-1/2) times his or her regular rate of pay for the hours worked during the observed holiday. The employee will also be granted an additional day which the employee may elect to accumulate as an additional Personal Holiday subject to the provisions of Section 1 above, or be paid at the employee's regular rate of pay. The election must be submitted by the employee in writing to his or her immediate supervisor on the forms so provided.

b. To be eligible for holiday pay, permanent employees must be in pay status both on the day before and on the day after the observed holiday worked.

4. Holiday During Leave.

Should an employee be on authorized leave with pay when an observed holiday occurs, such holiday shall not be charged against such leave.

ARTICLE 8VACATION LEAVE1. Accrual.

Each permanent employee is entitled and shall earn annual vacation leave credit from the first full pay period of permanent employment. However, employees are not entitled to any leave with pay until they have been employed for a period of six (6) calendar months. Vacation credits shall be earned in accordance with the following schedule which credits will be shown on the employee's check stub (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 200 hours. After six (6) calendar months, an employee shall be entitled to use accumulated 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 hours worked, cumulative to 240 hours; and shall be entitled to use accumulated 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 hours worked, cumulative to 320 hours; and shall be entitled to use accumulated 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 400 hours; and shall be entitled to use accumulated vacation.

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

3. Vacation leave shall not accrue during a leave of absence without pay which duration exceeds thirty (30) calendar days.

4. After 1,040 hours of County service, unused earned vacation time shall be paid to the employee at his or her regular rate of pay at the time of separation from service.

5. Regardless of length of County service, in the event of death of an employee, unused earned vacation time shall be paid to the employee's heirs at his or her regular rate of pay. Such payment will be paid directly to an employee's beneficiary as designated on employee's Life Insurance enrollment card.

6. Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the County and 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 the right of seniority only once for no more than two (2) periods of consecutive days in each calendar year.

ARTICLE 9SICK LEAVE1. Definition and Allowable Use.

Sick leave is a leave of absence with pay which may be used by employees in the event of the following non-occupational conditions involving themselves or members of their immediate household:

- a. Illness,
- b. Injury,
- c. Quarantine based on exposure to contagious disease,
- d. Dental or medical appointments.

Use of sick leave for occupationally related conditions is limited to the provisions of Article 12.

2. Accrual.

Employees shall accrue sick leave at the rate of .0461 hours for each straight time hour worked. 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.

3. High Sick Leave Utilization.

a. Identification.

An employee who meets any one of the following criteria may be deemed a high sick leave user:

- (1) Exhaustion of all accrued sick leave.
- (2) Use of thirty two (32) hours of sick leave in the preceding thirteen (13) pay periods, or
- (3) Use of sick leave on five (5) or more separate occasions in the preceding thirteen (13) pay periods. (For purposes of this section, consecutive or single days of sick leave use shall each constitute single occasions of use, provided, however, that days of use separated by days off for any purpose other than sick leave shall not be considered consecutive).

- (4) Except, employees who meet the above criteria as a result of a single incident of illness or injury, as evidenced by a physician's certificate, shall not automatically be deemed high sick leave utilizers.

b. Supervisory/Division Manager Action.

A supervisor and division manager may require of an employee identified as a high sick leave user:

- (1) Written explanation of the past pattern of high sick leave use, and/or
- (2) A written explanation for each future use while remaining in the high usage group, and such other reasonable evidence as is requested to support a finding that the use is for bona fide purposes.

c. 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 personal holiday time to be taken in accordance with Article 7, Section 1(a) subject to the following schedule:

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

4. Leave of Absence.

Employees will not accrue sick leave during a leave of absence without pay that exceeds thirty (30) calendar days.

5. Reporting of Sick Leave.

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

6. Use of Sick Leave During Leave.

Sick leave may not be used during the term of any leave of absence. Sick leave may not be used

during vacation except when the employee notifies the supervisor of the interruption of his or her scheduled vacation and presents reasonable evidence of a bona fide illness or injury upon returning to work.

7. Parental Sick Leave.

The use of sick leave for parental purposes shall be governed by Sections 1 through 6 of this Article except as provided by ORS 659.360, or by specific action by the Board of County Commissioners that would provide greater benefits, and as would be mutually agreed to by the parties.

8. Disability Insurance.

Any employee covered by this Agreement may participate in the short term disability insurance program developed by the Union and the County (consistent with carrier contract(s)); the monthly premium to be paid individually through payroll deduction.

9. Other Sick Leave Provisions.

- a. Sick leave shall be charged in accordance with the uniform time charging provisions of Article 13.
- b. Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave or leave without pay at the employee's option. Leaves without pay shall be subject to the approval of management.

ARTICLE 10OTHER LEAVES1. Leave of Absence.

Consistent with the needs of the County, leaves of absence without pay for a period up to six (6) months will be granted by an employee's exempt supervisor for any reasonable purpose. Denial of such leave shall not be for arbitrary or capricious reasons. Extensions of leaves of absence without pay may be granted solely at the discretion of the exempt supervisor.

Except as specifically provided in Article 12 (Workers' Compensation), any employee who has been granted a leave of absence and fails to return to work within five (5) days after the expiration of said leave, shall be considered to have voluntarily resigned his or her position. If an employee provides evidence that he or she was unable to contact the County to request a leave extension on the date of, or subsequent to, the last day of the leave, the County shall rescind the employee's resignation. Nothing in this section is intended to prohibit application of Article 17 (Disciplinary Action) in cases of absence without leave of less than five (5) days.

2. Judicial Leave.

Employees shall be granted leave with full pay in lieu of jury or witness fees (less mileage) any time they are required to report for jury duty or subpoenaed as a witness to State or Federal Court during an employee's regular work shift. If an employee is excused or dismissed prior to the end of the employee's regular work shift, he or she shall report back to work if practicable. Procedures for reporting back to work shall be as specified by the Division Director.

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 Personnel Rule 17.01 for a leave of absence exceeding thirty (30) days or more. Any elected official selected by the Union to participate in any other Union activity shall be granted an unpaid leave of absence at the request

of the Union not to exceed ten (10) working days per fiscal year, per official, and provided the County's labor relations office is notified not less than five (5) working days in advance of such leave.

An additional eight (8) working days of unpaid leave shall be granted upon request to any duly elected Union delegate selected to attend official AFL-CIO or other certified AFSCME activities.

5. 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.

6. Bereavement Leave.

An employee shall be granted not more than three (3) day's leave of absence with full pay in event of

death in the immediate family or immediate household 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, step-children, brother, sister, grandchildren, grandparents, father-in-law, mother-in-law, sister-in-law or brother-in-law. Immediate household shall be defined as any person residing at the employee's residence on a regular basis. In relationships other than those set forth above, under exceptional circumstances, such leave of absence may be granted by the County Chair, the appropriate elected County official or designee(s), upon request. Application for additional bereavement leave may be requested in accordance with Section 1 of this Article.

7. Personnel Examinations/Interviews.

In order to encourage and promote the further development of County employees, time off with pay for the purposes of taking County examinations and interviews during normal operating hours shall be allowed

for not more than five (5) examination processes, including interviews, in a fiscal year. Such restriction shall not apply to strict promotional examinations and/or interviews within a career ladder.

8. Inclement Weather Policy.

Management reserves the right to establish policy with respect to attendance at work during inclement weather. Provided, however, any time not worked on account of inclement weather may be, at the employee's discretion, and after notifying his or her exempt supervisor, charged to:

- a. Leave without pay
- b. Compensatory time off
- c. Personal holiday
- d. Vacation time

Employees who attempt to get to work on time but are unavoidably delayed may arrive up to two hours late without penalty.

ARTICLE 11
HEALTH AND WELFARE

1. Medical-Hospital.

The County agrees to contribute monthly on behalf of each eligible employee the monthly premium for benefits under a certified Health Maintenance Organization, or to provide at no cost to the employee a plan of benefits including vision care comparable to medical, hospital and vision care benefits currently enjoyed by eligible employees.

It is expressly understood by all parties that benefit levels currently provided by carriers shall be maintained, and any modification to current benefit levels or components therein must be mutually agreed upon by all parties before implementing.

Coverage shall include the employee and his or her immediate family, i.e., wife/husband and eligible dependent children.

2. Dental Plan.

The County agrees to contribute monthly on behalf of each eligible employee the monthly premium for the group dental service program offered by a certified

Health Maintenance Organization, or to provide at no cost to the employee a plan of benefits comparable to dental benefits currently enjoyed by eligible employees.

It is expressly understood by all parties that benefit levels currently provided by carriers shall be maintained, and any modification to current benefit levels or components therein must be mutually agreed upon by all parties before implementing.

3. Eligible Employees.

Full-time employees shall be eligible for medical-hospital coverage on the first day of the month following the month of employment. Full-time employees shall be eligible for the dental plan on the first day of the month following six (6) full months of continuous service.

4. Part-time Employees.

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. Except, eligible part-time employees who work full-time 100% of time for ninety (90) continuous days (522 hours), the monthly premium for Medical and Dental shall be paid in full by the County. Part-time employees shall be

eligible for County-paid medical-hospital coverage and the dental plan (if applicable) on the first day of the month following appointment via status change notice to full-time permanent employment.

5. Retirees.

Effective July 1, 1982, persons who have five (5) years of consecutive service with the County immediately prior to retiring pursuant to ORS 237 (non-disability) or Article 16(3), if applicable, shall be entitled to maintain their group medical insurance benefits subject to timely payment of fifty percent (50%) of the premium for such coverage until such time as the person is eligible for Medicare.

6. Life Insurance.

The County agrees to provide each employee covered by this Agreement with term life insurance in the amount of ten thousand dollars (\$10,000). Retirees of Multnomah County who have at least ten (10) years of County service will be provided with two thousand dollars (\$2,000) term life insurance coverage during the period of time they receive pension benefits. Employees will designate their beneficiaries. Employees, at their option, may purchase from the same life insurance carrier supplemental term life insurance consistent with carrier

contract(s) and upon evidence of insurability by bi-weekly payroll deduction with premiums varying according to age of the employee. Insured employees will be provided a certificate evidencing such insurance.

7. Successor Insurance Plans.

In the event any of the above insurance plans are no longer provided by the County, the County agrees to provide to affected employees a substitute plan of the same service delivery type if available at substantially the same or a better benefit level.

8. New Benefits Under the Term of the 1988-1991 Agreement.

a. Effective upon execution of this agreement, and in lieu of a portion of the 1988 wage increase, employees governed by the indemnity plan (currently administered by Blue Cross) shall have their maximum lifetime major medical coverage increased from two hundred and fifty thousand dollars (\$250,000) to one million dollars (\$1,000,000).

b. July 1, 1989. Effective July 1, 1989, all employees governed by this agreement shall receive a prescription drug program. The terms of the drug program shall be the subject of the first Health and Welfare Labor/Management Committee meeting as specified in Section 13. Selection of the provider shall be in accordance with
ARTICLE 11

normal procedures as administered by the Employee Benefits and Health Promotion Manager. The cost of such a program shall not exceed one percent (1%) of the FY 1989-1990 budgeted base wages of this bargaining unit and shall be fully borne by bargaining unit members. For example if the:

Wage increase resulting from Application of the Article 14, Section 1. b. formula	
would otherwise be	4.5%;
And the drug program cost	1.0%;
Then the wage increase for employees	
will be	3.5%.

9. 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.

10. Unemployment Insurance.

The County agrees to provide unemployment insurance on all employees covered by the Agreement in accordance with applicable Oregon Law.

11. Emergency Treatment.

Employees will be provided with emergency treatment for on-the-job injuries, at no cost to the employees, and employees as a condition of receipt of

emergency treatment, do agree to hold the County harmless for injuries or damage sustained as a result thereof, if any. Employees further will promptly sign an appropriate Workers' Compensation claim form when presented by the employer.

12. Social Security.

The County agrees to provide Social Security coverage to all employees covered by the Agreement.

13. Health and Welfare Labor/Management Committee.

The County and Union jointly agree to maintain a health and welfare committee composed of three members from each side for the purposes of:

- a. Sharing information regarding the County's benefit program;
- b. Discussing the County's benefit education and information program; and
- c. Exploring alternative benefit structures and plans to ensure advanced comprehension by both parties of such alternatives prior to any collective bargaining process.
- d. The first meeting of the above Committee shall be no later than thirty (30) days from the execution date of this agreement.

ARTICLE 11

14. Return to Work Assistance for Temporary
Non-Compensable Injuries.

In the event an employee is absent due to a disability not compensable under the terms of Workers' Compensation law (a physical or mental illness or injury) for a period of thirty (30) days or more, the County may require a physician's statement, arranged for by and at the County's expense, setting forth the disability, current conditions, and anticipated length of continued absence. In the event there is a dispute between the employee's physician and the County's physician concerning the medical condition of the employee, the parties will mutually request a third physician's opinion which will be determinative. The cost of the third opinion shall be borne equally by the parties.

Based upon the physician's statement, the County and the Union will jointly review the specific circumstances surrounding the nature of the continued disability and where appropriate, recommend the employee be assigned to temporary work which is both available and suitable. Upon such recommendation, the parties agree to work in cooperation with the supervisor and the Employee Services Division to identify such available and suitable positions based upon the employee's identified limitations.

When temporary assignment is not available within the employee's limitations, it is agreed the employee's status will continue to be reviewed every thirty (30) days. Based upon the report of the County's physician, the County shall:

- a. allow the employee to be assigned temporary duties which are available and suitable based upon identified limitations;
- b. allow the employee to return to his or her previous position in a full capacity;
- c. terminate the employee if that is the most reasonable course of action.

In the event of a permanent disability, the County shall be guided in the employee's continued employment by Section 503 of the Rehabilitation Act of 1973.

ARTICLE 12WORKERS' COMPENSATION ANDSUPPLEMENTAL 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. However, should the employee be transferred to another classification which he or she is qualified to perform because of the disability, seniority shall be governed in accordance with Article 21 of this Agreement. 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.

With respect to return to work of an employee fully able to perform the work of the position he or she previously held, the County shall hold that position available for the employee, if it continues to be budgeted, for a minimum of six months. If during the six month period the injured employee is reinstated and another employee occupies his or her position, that employee shall be bumped in accordance with seniority.

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 bi-weekly net take-home pay (as calculated in accordance with Workers' Compensation regulations) 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

ARTICLE 12

(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.

d. If the absence due to disability is for a period of thirty (30) days or more, the County may require a physician's statement, arranged for, by, and at the County's expense, setting forth the disability, current conditions, and anticipated length of continued absence.

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.

ARTICLE 12

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, subject to the limitations of the Health and Welfare Article, if any, for a period of one year or such longer period as may be required by ORS 743.532.

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

9. If a Workers' Compensation Claim is denied and the employee files an appeal, said employee is entitled to request continued coverage under the medical/dental benefits provided under Article 11 of this

ARTICLE 12

Agreement for a period not to exceed six (6) months; provided, however, said employee pays the premium cost to the County as required.

10. If a denied claim is later held compensable upon appeal, the employee will be entitled to:

a. Reimbursement of any premiums paid to the County for medical/dental benefits, and

b. Any supplemental benefits not paid in accordance with Section 3 of this Article.

ARTICLE 12

ARTICLE 13GENERAL WORK PROVISIONS1. 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.

2. Work Week.

The work week as scheduled by the County shall consist of consecutive days of the same number of consecutive hours per day with consecutive days off. The work need not coincide with the calendar week, but may begin on any day and at any hour of the day. In no case shall the work week be for more than forty (40) hours excluding the meal period.

3. Work Schedules.

Work schedules showing shift, work days, and hours shall be posted on all department bulletin boards at all times. Except for emergency situations, and for the duration of the emergency, work schedules for any work shift shall not be changed unless the changes are posted for ten (10) days.

ARTICLE 13

4. 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 practicable. 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.

5. Meal Periods.

a. All employees shall be granted a lunch period of not less than thirty (30) minutes during each work day. 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 his or her supervisor may elect to take a one (1) hour meal period in lieu of the thirty (30) minute meal period set out above provided, however, no time of such extended meal period shall be considered time worked for pay purposes.

c. Adjustments to the starting or quitting time shall be made to accommodate the extended meal period, at the discretion of the supervisor subject to the provisions of Section 3 above.

6. Clean-Up Time.

Employees occupying labor, trades or craft positions, or whenever it is essential for other employees to clean up or change clothes before being presentable upon leaving work, shall be granted not more than a fifteen (15) minute personal clean-up time prior to the end of each shift. The County shall provide the required facilities for the employee's clean-up time. Neither party to this Agreement shall construe "clean-up time" to mean "quit-early time" or "leave-early time".

7. Flexitime.

a. Work Schedule.

Flexitime scheduling allowing for greater flexibility in work scheduling benefiting employees and the County, may be implemented, provided that such flexitime schedules are in writing, and are agreed upon by the Union and the Labor Relations Manager. A copy of any such agreed upon schedules shall be provided to all directly affected employees.

b. Individual Flexibility Within the Work Week.

When a work schedule change is made at the request of the employee within the work week which would otherwise result in overtime compensation, the County and employee may agree to an hour-for-hour shift of work between work days during that work week to ensure that the employee receives a full week's pay. No overtime pay shall result from such shift of work 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:

a. 0 - 7 minutes rounds to 0 hours

b. 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 14: Compensation.

(3) Leaves

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

(4) Work Day

The above provisions shall not be construed as a right for management to extend the end of the working day beyond the normally scheduled ending time.

ARTICLE 14
COMPENSATION

1. Wages.

a. July 1, 1988.

Effective July 1, 1988 the rates and ranges of employees covered by this Agreement shall be increased three and two tenths percent (3.2%), and they shall be compensated in accordance with the Wage Schedule attached to this agreement, Addendum A, incorporated herein.

b. July 1, 1989.

Effective July 1, 1989 the rates and ranges of employees covered by this Agreement shall be increased in accordance with the following formula:

$$\begin{array}{rcl}
 (\text{ \% increase in CPI} &) & (\text{ \%}) \\
 (\text{ (National Urban Wage Earners)} & = & (\text{ increase}) \\
 (\text{ and Clerical Workers Index -} & & (\text{ in each}) \\
 (\text{ March 1988 to March 1989}) &) & (\text{ wage rate})
 \end{array}$$

The minimum adjustment made shall be three percent (3%).

The maximum adjustment shall be four and seven tenths percent (4.7%).

From the application of this formula shall be subtracted a percentage necessary to pay for prescription drug coverage, July 1, 1989, as specified in Article 11, Section 8.

c. Reopener.

In the event that the County's estimated general fund resources in the executive budget for 1989-1990 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 Section "1b." above shall not be implemented and negotiations will commence on or before April 15, 1989, for substitute terms for Article 14, Section "1b.".

d. July 1, 1990 - Implementation of Pay Equity.

The parties are committed to the implementation of an equitable compensation system for members of the Local 88 bargaining unit. In order to fully and completely implement such a system, the County has issued a "Request for Proposals for a Classification/ Compensation Consultant: RFP #8PO395." To ensure expeditious and fair implementation of the study results accepted by the County, the parties agree:

(1) Classification

Allocation to classifications resulting from this study shall be appealable by the employee or Union in accordance with procedures including the following steps:

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- The designated Personnel Analyst;
- An appeals committee composed of two County and two Union Representatives;
- Arbitration before the classification arbitrator in accordance with the terms and criteria of Article 23, Sections 2 and 4 of this Agreement.
- When the appeal committee cited above is unanimous, or when three members are in agreement, then the committee decision will be final. When the committee members are divided equally, then the appeal may be submitted to binding grievance arbitration before the permanent classification arbitrator.

(2) Point Evaluation

The points attributed to any classification under the terms of the classification and compensation study may be appealed by the Union in accordance with the same procedure as

specified in (1) above. The point evaluation shall be affirmed by the arbitrator unless the arbitrator determines that the points allocated were not reasonably related to the available data given the point system utilized. In such event the Arbitrator may, as appropriate:

- a. Order more information to be obtained or re-analysis to be performed prior to the County designating a new point value; or
- b. Based exclusively on the accepted system, designate a point value based on the record of hearing.

(3) Exclusion of Tasks from
Consideration of Point Evaluation.

The parties agree that certain tasks performed by members of this bargaining unit are to be compensated in accordance with Addenda D and E governing leadworker and premium pay.

In light of the fact that such premiums are contractual compensation for the performance of certain tasks outside the scope of ongoing duties, these tasks will not be given weight in the evaluation system. This exclusion shall not apply to current civil service classifications with the label "lead", such as "Maintenance Worker/Lead".

A specific further exception to this exclusion is the Word Processing Premium as specified in Addendum E, Section 2. Word Processing tasks will be subject to the terms of the study. The Word Processing premium will terminate upon implementation of the new compensation classification system.

(4) Implementation of Pay Plan

The County and Union agree that following appeals under the terms of (1) and (2) above, but in no event later than April 1, 1990, the County and Union shall meet for the purpose

of implementation of the pay ranges resulting from the compensation and classification study. In implementation of the compensation elements of the study the following terms shall apply:

(a.) Employees who are within or below recommended ranges shall be placed in the nearest step in the range of the classification to which they are allocated which would result in no loss in pay. The total of payments to employees moved into the new ranges shall be in an amount not to exceed one and five tenths (1.5%) of the Fiscal Year 90-91 budgeted wage base for Local 88 before any increase. In the event that 1.5% is insufficient for implementation of the plan, the ranges resulting from the plan shall be adjusted so that implementation will not exceed the 1.5% maximum.

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(b.) The creation of ranges specified in "a" above shall be based on point value rather than market considerations.

(c.) An employee receiving a rate of pay above the range recommended for the classification to which he or she is allocated shall suffer no loss of pay but shall be red circled, as defined in "i" below, and shall receive no step increase or wage increase under the terms of Section "e" below.

e. July 1, 1990 - Wage Increase

Effective July 1, 1990, the rates and ranges of employees allocated to classifications in this bargaining unit shall be increased in accordance with the following formula:

(% increase in CPI)	(%)
((National Urban Wage Earners)	=	(increase)	
(and Clerical Workers Index -)		(in each)	
(March 1989 to March 1990)		(wage rate)	

The minimum adjustment made shall be three percent (3%).

The maximum adjustment shall be four and five tenths percent (4.5%).

f. Reopener

In the event that the County's estimated general fund resources in the executive budget for 1990-1991 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 Section "e" above shall not be implemented and negotiations will commence on or before April 15, 1990 for substitute terms for Article 14, Section "e".

g. New Classification Developed Subsequent to July 1, 1990

The parties agree that in order to maintain an equitable compensation system the procedures for determination of points and allocation of a compensation range to any new classification shall be in accordance with the point factor system specified above.

h. Training of Union Members

The parties agree that in order to ensure proper review of the terms of the new classification and compensation system, as well as knowledgeable participation in appeal committees and the salary adjustment process, that four (4) employees designated by the Union shall receive training under the terms of Section IV. 1. of the RFP.

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1. Red Circled Employees

For purposes of general compensation administration, as well as implementation of the Compensation and Classification ("Pay Equity") provisions of this Agreement, a RED CIRCLED EMPLOYEE shall remain at his or her current pay rate until the top step of the employee's pay range exceeds the RED CIRCLED rate at which time he or she shall be paid at the top step rate.

2. Hours Worked for Pay Purpose.

The thirty (30) minute meal period set out in Article 13, Section 5."a". and "b". will not be considered time worked.

3. Pay Periods.

The wages of employees shall be paid bi-weekly on Friday of the week following the pay period. In the event the Friday payday is a holiday, the preceding day shall be the payday.

4. Reporting Time.

Any permanent employee who is scheduled to report to work and who presents himself or herself for work as scheduled, but where work is not available the employee shall be excused from duty and paid at his or her regular rate for the hours he or she was scheduled to work.

5. Call-Out Pay.

a. Any employee called back to work outside his or her regular shift on a scheduled work day, shall be paid for a minimum of two (2) hours at the rate of time-and-one-half (1-½), provided that an employee required to begin his or her shift early shall not be eligible for this minimum.

b. Any full-time employee called to work on any day other than his or her regularly scheduled work day shall be paid minimum of one-half (½) his or her normal work shift at the appropriate overtime rate.

6. Overtime.

a. Employees will be compensated at the rate of one and one-half (1-½) 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.

b. All work performed on a full-time 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 that an employee who has refused to work a full shift on the employee's first scheduled day of rest will be paid at the rate of one-and-one-half (1½) times his or her normal rate.

c. When computing overtime, paid holidays and leaves with pay taken during the work week shall be considered as time worked.

d. Overtime work shall be distributed as equally as practicable among employees working within the same job classification within each work unit providing they have indicated in writing a desire to work overtime to their supervisor.

e. 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. An employee required to work any second successive weekend shall be compensated at the rate of two (2) times his or her normal hourly rate for the first day and two and one-half (2 1/2) times his or her normal rate for the second day.

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f. Employees working unauthorized overtime may be subject to discipline.

g. Employees shall not be required to suspend work during regular hours to avoid overtime.

h. Compensatory time may be used by agreement between the County and the employee with the following limitations. Specifically, in lieu of overtime pay, an employee may elect to receive compensatory time off equal to the applicable overtime rate for each hour of overtime worked, provided:

- The maximum allowable accumulation of compensatory time off shall be eighty (80) hours.
- Compensatory time off may be used at the discretion of the employee with the supervisor's consent.
- In the event the employee terminates for any reason, accrued compensatory time shall be paid off in cash to the employee or his or her heir as designated on the life insurance enrollment card.

7. Shift Differential.

The County and the Union recognize that a work week may contain three different shifts: day, swing, and graveyard. The County agrees to pay the following shift premium pay in addition to the established wage rate:

a. An hourly premium of forty cents (40¢) to employees for all hours worked on shifts beginning between the hours of twelve (12) noon and seven (7) p.m.; or

b. An hourly premium of fifty cents (50¢) to employees for all hours worked on shifts beginning between the hours of seven (7) p.m. and six (6) a.m., provided that the employee was not called in early to a shift normally scheduled to begin after six (6) a.m.; or

c. An hourly premium of fifty cents (50¢) to employees for all hours worked in the work week while assigned to a relief shift.

d. When computing the overtime rate due an employee receiving shift differential pay, such pay must be included in the overtime rate.

e. Employees are not entitled to shift differential pay for a single shift change that is done by the request of and for the benefit of the employee.

f. Shift differentials shall continue to apply to all hours paid including sick leave or vacation hours if they occur during the employee's normally scheduled shift.

8. Relief Shift.

A relief shift occurs when an employee's work week does not contain four (4) like shifts, i.e., four (4) day shifts; four (4) swing shifts; or four (4) graveyard shifts. Employees assigned to a relief shift schedule are exempt from the provisions of Article 13, paragraph 3; however, such employees must be given at least a twenty-four (24) hour notice of shift assignment.

9. Promotional Increase.

An employee who is promoted shall be paid at the salary step in the new salary range not less than a one step increase, or in the first step of the new range, whichever is greater; but, in no case shall the salary increase exceed the maximum step of the new salary range.

10. Working in a Higher Classification.

Whenever an employee must be replaced by another employee(s) for a period of one (1) full shift 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

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step according to the promotional policy outlined in Article 14 of this Agreement with maximum compensation of fifteen (15%) over his or her current hourly rate, if the employee(s) in fact performs a majority of the principal duties of the higher classification. Time spent working in a higher classification will be given credit as on-the-job training for any promotional examination.

11. Auto Allowance and Compensation.

Auto allowance and compensation shall be paid pursuant to Addendum G.

12. Deferred Compensation Plan.

Subject to applicable federal regulations, the County agrees to provide a deferred compensation plan that provides for payment at a future date for services currently rendered by the eligible employee.

13. Payments in Error and Payments in Violation of Contract.

a. Knowing Receipt

Any employee knowingly receiving unauthorized payments, or payments in error due to clerical, technical, or computer error has the obligation to call such error to the attention of his or her supervisor. Failure to do so may result in disciplinary action. Such payments are fully recoverable if the County presents the employee with a demand for repayment.

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b. Unknowning Receipt

Any 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 to the County

The County will upon request make every effort to recover over payments specified in "a." or "b." above, by payroll deduction over a reasonable period of time as determined by the Labor Relations Manager.

d. Repayment to the Employee

In any instance where an error occurs which results in a negative impact on the employee, upon notification by the employee within sixty (60) days of the error, and verification by the payroll division, payment in correction of the error shall be provided within twenty-four (24) hours.

14. On-Call Pay.

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 allowed compensatory time off at the rate of one (1) hour for each eight (8) hour period they are on stand-by status.

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ARTICLE 15ANNIVERSARY STEP INCREASES

1. Permanent employees not at the maximum of their salary range shall receive a step increase on their anniversary date, i.e., upon the completion of one year of active service at the current step.

2. The anniversary date of an employee reappointed from a layoff list or returning from a leave of absence without pay that exceeds thirty (30) calendar days shall be readjusted so that the time absent shall not count.

3. Anniversary dates for employees as of January 1, 1982, shall be in accordance with the document titled, "Seniority and Anniversary Dates of Local 88 General Employees Bargaining Unit", which is incorporated as a part of this Agreement by reference, except as adjusted for time served subsequent to December 31, 1981 in accordance with the terms of this Agreement.

4. Anniversary dates for part-time employees shall be readjusted so that work performed during part-time status will be credited and counted on a half-time basis.

ARTICLE 16PENSIONS1. PERS Membership.

Employees shall be eligible for participation in the Public Employee's Retirement System (PERS) pursuant to ORS 237 and subject to the terms and conditions of the Agreement, dated January 22, 1982, integrating the Multnomah County Employees' Retirement System and PERS, such Agreement having been entered into between the Public Employees' Retirement Board and Multnomah County pursuant to the provisions of ORS 237.051.

2. Sick Leave in Application to Final Average Salary (PERS).

In accordance with the terms of ORS 237.153 one half (1/2) of the accumulated unused sick leave with pay will be applied to final average salary for the purpose of pension benefit determination.

3. PERS Pick-up.

The County shall "pick up" the employee contribution to PERS as permitted by ORS 237.075.

4. In-Lieu-of Retirement.

Each such permanent employee who elected not to participate in PERS at the time of integration shall continue to receive from the County the amount of twelve

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and four/tenths percent (12.4%) of gross bi-weekly salary in lieu of employer retirement contributions. It is specifically intended that this in-lieu-of retirement contribution payment be used to build an investment/savings program for post-retirement use.

ARTICLE 17DISCIPLINARY ACTION

1. Employees may, in good faith for cause, be subject to disciplinary action by oral or written reprimand, demotion, reduction in pay, suspension, dismissal, or any combination of the above; provided, however, that such action shall take effect only after the exempt supervisor gives written notice of the action and cause to the employee and mails written notice to the Union. This notice provision shall not apply to oral reprimands.

2. Cause shall include misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, or failing to fulfill responsibilities as an employee.

3. Any permanent, non-probationary employee who is reprimanded in writing shall have the right to appeal the reprimand through Steps I and II only of the grievance procedure set out in Article 18.

4. Any permanent, non-probationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to formally grieve ten (10) working days after the effective date of the disciplinary action.

5. 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.

6. Nothing in this contract shall be construed to abridge any employee's constitutional or civil rights. Employees have the right to Union representation. If the employee so desires, he or she shall be afforded Union representation.

ARTICLE 18SETTLEMENT OF DISPUTES1. 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 non-disciplinary grievance informally, the employee or Union may submit a written grievance to the employee's immediate supervisor within ten (10) working days of the alleged contractual violation. Grievances related to discipline may be presented in writing to the employee's immediate supervisor any time within ten (10) working days after the effective date of the disciplinary action. 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 days of the time the employee first has knowledge or should have had knowledge of its occurrence. Employees are encouraged to discuss with their immediate supervisor all alleged contractual violations before filing written grievances. 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 Section or Division Manager shall then attempt to adjust the matter and respond, in writing, to the employee or to his or her representative within five (5) working days.

Step II: If the grievance has not been answered or resolved, it may be presented by the employee or by his or her representative to the Department Director within ten (10) working days after the response is due from the Section or Division Manager. The Department Director shall respond to the employee or to his or her representative, in writing, within five (5) working days.

Step III: If the grievance has not been answered or resolved at Step II, it may be presented, in writing, by the employee or by his or her representative to the County Chair, or to his or her designee(s), within ten (10) working days after the response of the Department Director is due. The County Chair, or his or her designee(s), shall respond in writing to the employee or to his or her representative within ten (10) working days.

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. Upon receipt of the request for arbitration, the grievance shall be placed on the agenda of the Employee Relations Committee for review.

Step V: Arbitration. After the grievance has been submitted to arbitration, the parties, or their representatives, shall jointly request the Oregon State 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.

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.

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 twenty-five (25) days after submission of the request for arbitration; and the arbitrator 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. The arbitrator's 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 Section or Division Manager and it shall state the effective date of the award.

Expenses 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.

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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 during the life of this Agreement, shall be certified in writing to the County by the Union within thirty (30) days of the signing of the contract. Any additions or deletions to the stewards' list will be provided to the Labor Relations Manager within thirty (30) days.

Upon notification to the grievant's supervisor of the name of the grievant and the tentative cause of the grievance, or the name of the subject of a disciplinary investigatory interview, the steward(s) responsible for the grievant's work area may investigate and process a grievance(s) at the work site during working hours without loss of pay, or in the case of an investigatory interview, participate in such interview without loss of pay. All efforts will be made to avoid disruptions and interruptions of work.

Employees meeting with their steward to process a grievance will also be permitted to do so without loss of pay during working hours. A steward may not process a grievance in any other work area than the one to which he or she is assigned by the Union.

b. An assistant chief steward shall be assigned for each Department by the Union. When there is no steward assigned to the grievant's work area, the assigned assistant chief steward may be contacted and may process a grievance in accordance with Section "2.a." above.

c. 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 19CONTRACT WORK

1. 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 Union Business Representative and/or President 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.

2. The County agrees to meet with the Union 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.

3. 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 employee(s).

4. The County further agrees to notify Local 88 Business Agent and/or President whenever the County contemplates entering into an Intergovernmental Agreement(s) with another public employer. The County also agrees to provide Union with a specific plan and its probable impact relative to Intergovernmental Agreements when such Agreements are anticipated, at least thirty (30) days prior to formal Board consideration of budget modifications or Board's approval of the annual budget that is to be submitted to the Tax Supervising and Conservation Commission.

ARTICLE 20
PRODUCTIVITY, TRAINING, AND
PERFORMANCE EVALUATION

1. Objectives.

It is the parties' purpose to continue the efficient, effective, and courteous delivery of services to the public by the County.

2. Responsibilities of the Parties.

The parties agree that it is:

- a. Management Responsibility to meet accepted standards of public administration, to select work projects and goals, to establish and maintain supervisory controls and standards, and to establish and maintain a personnel system that meets merit system principles.
- b. Union Responsibility to continue assisting in efficiency and high production quality, to continue assisting in strict adherence of all safety rules and regulations, and to cooperate in the implementation of educational and advance-skill training programs.

3. Standards.

The employee's supervisor may establish reasonable job performance standards, and may, from time to time, revise them. Such standards shall be posted or 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.

4. Employee Development and Training.

To further the above objectives, the parties agree that:

a. The County may

(i) Develop and implement its own development and training programs;

(ii) Obtain and implement development and training programs to be conducted by person(s) other than the County.

(iii) Temporarily change an employee's work assignment for a period not to exceed ninety (90) work days, without posting, so that such employees can participate in training provided under this section.

Training assignments anticipated to exceed ninety (90) working days shall be deemed a vacancy, subject to the applicable provisions of Article 22 of this agreement.

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b. Any time an employee is required to participate in any development and training program, provided under "a" above, shall be considered time worked for pay purposes and all tuition, texts, training materials, and other expenses incident to such employee's participation shall be assumed by the County.

c. The County shall notify the Union and post on the bulletin boards in affected sections, available employee development and training programs provided under subsection "a" of this section. Such notice shall contain a statement of the purpose and objectives of the program.

d. The County will reimburse an employee for the cost of tuition for any course of study taken on the employee's own time which is directly related to the employee's current position and will result in improved job performance. In lieu of tuition reimbursement, the County may provide time off with pay so an employee may attend courses which are directly related to the employee's current position and will result in improved job performance.

The following limitations shall apply to this subsection:

(i) All tuition reimbursement or paid time off in lieu of reimbursement shall be subject to the County's budgetary limitations and stated managerial priorities. Within managerial priorities, selection of employees will be based on reasonable job related criteria.

(ii) Employees shall apply for approval of the request or paid time off at least thirty (30) days prior to the proposed enrollment or as soon as the employee becomes aware of the training opportunity.

(iii) If approved prior to enrollment, the County will make reimbursement within thirty (30) days after proof of satisfactory completion of the course.

5. Employee Rotation Plans.

To further employee development or motivation, the County may rotate employees in the same classification between job assignments in a work unit or work units without application of the terms of Article 22, subject to the following limitations:

a. Any such rotation plan shall be posted ten (10) days in advance with a copy provided to the Union.

b. The terms and criteria of the rotation plan shall apply to all employees in the affected job classification within a work unit or work units.

6. Performance Evaluation.

a. The County may implement and maintain performance evaluation processes involving members of the bargaining unit.

b. Employees will have the right to attach a response to any evaluations in their personnel files.

c. No evaluations or employee responses will be admissible in any disciplinary or arbitration hearing.

d. All performance evaluations shall be signed by the employee's exempt supervisor, who shall bear ultimate responsibility for the content of the evaluation.

ARTICLE 21SENIORITY AND LAYOFF1. Definitions

a. Layoff: A reduction in force in classification for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the affected department.

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

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

(2) For purposes of determining length of service prior to July 1, 1975, an interruption of employment of fourteen (14) months or less shall constitute continuous service, in addition to those individually documented cases already approved by the Board of County Commissioners, the County Chair or Labor Relations Manager.

(3) For purposes of 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.

c. Promotional Line: Refers to a classification series in the same occupational field in which service in the lower classification qualifies the employee for the higher classification.

d. Bumping: The displacement of the least senior regular employee by another regular employee with more seniority within the classification.

e. Equivalent Classification: Refers to matching by the Personnel Officer of an abolished classification with a current classification that has substantially the same duties, authority, and responsibility.

f. Classification Previously Held: Refers to a classification or its equivalent in which the employee gained regular status and for which he or she continues to qualify.

2. Seniority

a. Seniority will be determined as follows, except where modified by collective bargaining agreements:

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(1) The total length of continuous service within the affected job classification and its equivalent within the County; 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) It shall be broken by lot in a manner to be determined by the Employee Services Division.

b. In computing seniority for regular employees, the following factors will be taken into account:

(1) Part-time work within the same or equivalent classification will count on a half-time basis.

(2) Time spent in an abolished classification that has a current equivalent will count toward seniority in the equivalent classification.

(3) Time on authorized leave taken with pay will count.

(4) After July 1, 1975, time spent on authorized leave without pay that exceeds 30 calendar days will not count.

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(5) Within the same classification, time spent in temporary employment status after December 31, 1981, shall be taken into account. Subsequent temporary, limited duration, and provisional time shall be taken into account in the following manner:

(a) Such time shall count toward length of service within the County and within the Department in which such time was served.

(b) For time in job classification, such time shall count toward the immediately previous classification.

(6) Time spent on layoff will not count.

(7) Time spent in a trainee capacity, e.g., PEP, WIN, CETA or other state or federal trainee programs, will not count.

(8) Time spent in classification of previous government service will count if the employee is transferred in accordance with ORS 236.610 through 236.650.

(9) Seniority shall be forfeited by discharge for cause or voluntary termination after July 1, 1975.

(10) Time spent on a probationary period that is not completed will count toward the previous class, if any.

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(11) Time spent in all higher classifications and their equivalents within a promotional line shall be combined with time spent in the present classification and its equivalents to compute seniority.

(12) For purposes of determining length of service within a department, time spent in any organizational unit which became a part of the department through County reorganization and transfer shall be included.

3. Layoff Rules

a. Layoffs will be identified by classification within the affected department. Employees holding positions within the affected classifications may be subject to demotion, transfer, or layoff in inverse order of seniority.

b. Within a classification and department, temporary, probationary, and other employees who do not have classified status will be laid off before employees with classified status. Employees without status who are laid off will not be placed on layoff lists and do not have bumping rights.

c. An employee who has not completed a probationary period following promotion and is subject to layoff shall be returned to the position previously held.

A regular employee who has been given a temporary or unclassified appointment and is subject to layoff shall be entitled to exercise his or her previously accrued seniority under the guidelines of these rules.

d. Transfer to a classification with a higher maximum salary is a promotion and shall be accomplished by normal appointment procedures.

e. A regular employee who is subject to layoff may transfer to a lower classification in the same promotional line or to a classification previously held or its equivalent, provided: a) a vacancy exists, or b) if no vacancy exists, the employee has more seniority than an employee in the lower classification.

f. No employee shall have any rights over another employee working under permanent appointment in another department.

g. No employee may demote or transfer to a position unless he or she is qualified to perform the duties of that position. Employees may be denied transfer or demotion rights otherwise available under these rules only if they lack knowledge, skills or abilities required for the position that are not easily learned on the job within the normal orientation period. Employees may be required to take and pass qualifying examinations in order to establish their rights to specific positions.

ARTICLE 21

h. Where options are available, filling a vacant position will take precedence over bumping another employee. Where bumping is necessary, the following guidelines will apply:

(1) If only full-time employees are allocated to the classification, the least senior employee will be bumped.

(2) If only part-time employees are allocated to the classification, the least senior employee will be bumped.

(3) If both part-time and full-time employees are allocated to the classification:

(a) A full-time employee will bump the least senior full-time employee. If the affected employee is the least senior full-time employee, he or she shall, if more senior, bump the least senior part-time employee.

(b) A part-time employee who is willing to become full-time and is more senior, shall bump the least senior full-time employee. If unwilling to become full-time, the part-time employee shall bump the least senior part-time employee.

i. Where multiple vacancies are available and there is disagreement as to which vacancy an employee should fill, the following guidelines will apply:

(1) Vacancies in the employee's current section or organizational unit will take precedence; if none are available, then

(2) Vacancies in the employee's current division; if none are available, then

(3) The Department Director will designate the appropriate vacancy among those in the other divisions within the department.

j. Employees may transfer to a vacancy in another department under the provisions of Rule 03.500 Transfer and/or ARTICLE 22, SHIFT AND WORK ASSIGNMENT.

4. Layoff List/Demotion in Lieu of Layoff

a. Employees, and their bargaining agents, who may be subject to layoff or demotion in lieu of layoff shall be notified in writing at least fifteen calendar days prior to such action. The notice shall state the reason for the action and shall further state that the action does not reflect discredit on the employee.

b. Employees who are subject to layoff and are offered transfer and/or demotion options will indicate their preference within three working days of receipt of notice of the options. Failure to do so will be deemed an agreement to accept layoff.

c. Names of employees who are laid off or demoted in lieu of layoff will be placed on the layoff list, according to seniority, for the classification(s) held during the bumping and layoff process and any lower classification(s) in the promotional line.

d. Employees who accept lateral transfers or elect to retire will not be placed on layoff lists. Employees who accept a demotion in lieu of layoff will be placed on the layoff list for the classification(s) from which they demoted.

e. Upon demotion in lieu of layoff, non-exempt employees will receive the rate of pay in the lower salary range that causes the least reduction in salary. No demoted non-exempt employee shall receive an increase in pay. The employee's anniversary date for salary increases will be the date of demotion.

f. Employees are entitled to have their names remain on a layoff list for twenty-four months from the date of layoff or demotion in lieu of layoff. Employees will be removed from the layoff list only under the following circumstances:

- (1) Upon written request of the employee; or
- (2) Upon election to take retirement status; or
- (3) Upon acceptance of permanent reappointment from the layoff list; or
- (4) Upon declining an offer of permanent reappointment; or
- (5) Upon failure to receive a response to a certified letter sent to the employee's last known address within fourteen days of its having been mailed.

5. Reappointment

a. Employees on a layoff list will be certified in order of seniority, before applicants who qualify through examination, provided they are qualified to perform the duties of the position. Eligibles on a layoff list shall be offered appointment to vacancies, in order of seniority, except in the following cases:

(1) The employee lacks a specific skill or knowledge required for the position that is not easily learned on the job within the normal orientation period. The hiring manager is required to state in writing what qualification(s) the employee lacks that the position requires. The employee will remain on the layoff list for certification to other vacancies during his or her term of eligibility.

(2) Failure to select an employee, except as provided above, will be deemed a dismissal of that employee for cause and will be reviewed and processed according to the provisions of ARTICLE 17, DISCIPLINARY ACTION.

b. Upon reappointment from a layoff list, a non-exempt employee shall receive the rate of pay in effect at the time of reappointment for the step the employee was on when demoted or laid off, except that no reappointed non-exempt employee shall be reduced in pay. The anniversary date of a reappointed non-exempt will be adjusted so that the time spent on layoff or in a lower level classification will not count.

6. Seniority Application

a. The above terms for determination of seniority shall apply not only to layoff, but also to other situations in which seniority is applied.

ARTICLE 21

b. For purposes of vacation bidding, the employee's original date of hire with the County pursuant to Section "2. b." of this Article, shall be used to determine vacation selection in accordance to Article 8, Section 6.

c. Seniority determinations shall have no application to retirement matters.

d. The County agrees to make available to the Union upon request copies of any personnel list the County maintains regarding seniority or classification changes.

e. Employees may protest their seniority calculation for time served subsequent to December 31, 1981, through the grievance procedure outlined in this Agreement only if they can prove their seniority date materially and adversely impacts them. Seniority calculations for time served prior to January 1, 1982, is not subject to the grievance procedure.

f. Calculation of seniority for time served prior to January 1, 1982, shall be in accordance with the document entitled "Seniority and Anniversary Dates of Local 88 - General Employees Bargaining Unit", which is incorporated as a part of this Agreement by reference. The computation of seniority for time served subsequent to December 31, 1981, shall be in accordance with this Article.

ARTICLE 21

ARTICLE 22

SHIFT AND WORK ASSIGNMENT

1. Vacancy.

A vacancy shall exist when:

a. The employee assigned to a budgeted position abandons such position because of transfer, promotion, or demotion to another position or County agency; or upon voluntary or involuntary termination of County employment;

b. Additional budgeted positions are allocated;

c. Workload requirements necessitate reallocation of duties for a period in excess of ninety (90) days;

d. When an employee is on unpaid leave that will exceed thirty (30) working days.

2. Shift/Work Assignment.

Whenever there is more than one shift or work assignment within the same job classification within a work unit, vacancies shall be filled in the following manner:

a. Management will provide employees a notice of such vacancy, the person to contact, and the deadline for consideration.

b. If the work assignment is permanent, the vacancy shall be filled on the basis of seniority provided the employee is able to perform the work in question and has indicated his or her preference in writing. Exceptions to seniority preference assignment may be made in the following situations:

(1) In regard to work assignment only, when a less senior employee is substantially more qualified for the position in question.

(2) In regard to work assignment only, when a less senior employee is assigned a job for reasons other than in (1) above, such reasons shall be put in writing by the manager making the assignment. Such assignment shall not be for arbitrary or capricious reasons.

(3) In regard to both shift and work assignment, where bona fide job-related requirements for a balance of experienced and non-experienced

personnel exists between shifts or work assignments in a work unit, management may temporarily delay the senior employee's shift or work assignment until new or less senior employees obtain necessary experience.

c. If the work assignment is temporary, the vacancy may be filled on the basis of seniority, expressions of preference or by other job-related criteria established by management. For purposes of the assignment to vacancies detailed above, a temporary vacancy shall be a work assignment which is determined by management to be for a duration of not longer than six (6) months. At the conclusion of such temporary work assignment, an affected employee shall be returned to the work assignment from which he or she came.

d. In the event no expression of preference exists for a shift or work assignment, management may fill a vacancy with the least senior qualified employee in the work unit. Involuntary changes in shift assignment shall require ten (10) working days' advance written notice to the affected employee.

e. When a new work assignment with substantially different duties is created, it shall be posted for ten (10) calendar days to permit employees to indicate their preference for the assignment.

f. When disputes arise about what constitutes a work assignment or work unit in Section 2, above, the parties agree to meet and confer to resolve the dispute pursuant to Article 24, Section 7.

3. Transfers.

When the Employee Services Division receives a request to fill a position in a classification, if the classification is utilized elsewhere in the County, the three most senior employees in the same classification who are qualified for and interested in the specific position shall be interviewed for the vacancy, provided they have requested consideration for a transfer appropriately in writing.

4. Trial Periods.

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

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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.

ARTICLE 22

ARTICLE 23GENERAL PERSONNEL PROCEDURES1. Personnel Rules.

Future changes to personnel rules will be submitted to the Union for review and recommendation prior to their adoption.

2. Reclassification.

a. The County shall maintain a procedure for employees to initiate reclassification reviews. Employee-initiated requests for reclassification shall be forwarded by the employee's supervisor to the Employee Services Division within fifteen (15) days and the Employee Services Division shall respond to the employee within forty-five (45) additional days. A photocopy of all reclassification requests within the bargaining unit shall be sent to the Union upon receipt of such requests by the Employee Services Division.

b. Disputes about the appropriateness of reclassification of employees by management or denial of employee initiated requests for reclassification may be appealed at Step III of the grievance procedure set forth in Article 18 of this Agreement.

c. If in such cases, Step IV of the grievance procedure is reached, the arbitrator shall be limited to deciding if the employee's principal duties fall within the classification to which he or she is allocated by the County. In the event evidence leads the arbitrator to conclude the grievant's principal duties do not properly fall within the classification to which he or she is allocated, the arbitrator shall direct the County to reallocate the grievant to another appropriate existing classification. If no such classification exists, the arbitrator shall direct the County to establish an appropriate new classification. The arbitrator shall have no authority to modify a classification or establish a new classification.

3. Wage Rates for New Classifications.

a. When any classification not listed in Addendum A is established, or when an existing classification is substantially revised, the County will set a wage range for the classification which is reasonably related to wage ranges for comparable positions in comparable labor market areas for the classification and to wage ranges for existing classifications in Addendum A.

b. Upon setting a wage range for the new classification, the County shall notify the Union of the range and its effective date. The Union may either accept the established range or within ten (10) working days of receipt of the County's notice, notify the County's designee for labor relations of its desire to enter into discussions concerning the wage range for the new classification.

c. In the event the parties are unable to agree upon a reasonable wage range, the dispute will be resolved through Step IV of the grievance procedure in Article 18 of this Agreement. The arbitrator in such cases shall be limited to:

(1) Affirming that the range established by the County satisfies the criteria set forth in paragraph "a." of this section, or

(2) Specifying the parameters within which a range would satisfy the criteria. The arbitrator's decision shall be final and binding and shall be retroactive to the effective date established in the County's notice as provided in paragraph "b." of this section.

4. Permanent Arbitrator.

Owing to the expertise required in development and maintenance of comprehensive classification and pay systems, the parties agree to maintain William H. Dorsey as arbitrator for disputes arising under Sections 2. and 3. of this Article. The parties will select and notify a qualified alternate arbitrator who shall serve if Mr. Dorsey is absent or unable to serve.

5. Consolidation, Merger, Acquisition of Positions.

a. The County and the Union recognize the provisions of ORS 236.610 through 236.650 in the event an employee of the County is transferred to another public employer as defined under ORS 236.610(2) for reason of merger, consolidation or cooperation agreement.

b. All employees acquired by the County as a result of merger, consolidation, cooperation agreement, or acquisition of a facility, shall be entitled to all rights and benefits granted employees under this agreement and ORS 236.610 through 236.650.

6. Personnel Records and Information.

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 the employee's personnel file.

b. An employee shall be furnished a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.

c. 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.

d. All derogatory material resulting in disciplinary action which are four (4) years old or more shall be removed from the employee's personnel file and destroyed.

e. For purposes of this section, "personnel file" shall refer to the formal file of personnel documents maintained by the Employee Services Division and/or by the employee's department or division.

ARTICLE 24
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, sexual orientation, 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.

The County and 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 any County representative against any employee because of Union membership or employee activity in an official capacity on behalf of the Union, or for any other cause.

2. No Harassment.

The County and the Union shall not condone and/or tolerate prejudicial remarks, actions, slurs, and jokes directed at, or expressed that are offensive to handicapped persons, racial minority persons, persons having certain religious preferences or sexual orientation, or persons of a certain national origin.

Moreover, no employee(s) shall be subjected to unwelcomed sexual advances, requests for sexual favors, or any form of verbal or physical conduct of a sexual nature that is offensive, hostile or intimidating that interferes with the work performance of such employee(s).

3. 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.

4. Visits by Union Representatives.

The County agrees that accredited representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, whether local

Union representatives, District Council representatives, or International representatives, 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. The Union agrees that such visits will cause no disruptions or interruptions of work.

5. Rules.

a. All future work rules shall be subject to discussion with the Union before becoming effective.

b. Within sixty (60) days of the signing of this Agreement, the County will provide sufficient copies to the Union to allow distribution to each member of the bargaining unit.

c. The County will provide new employees a copy of the Agreement and applicable rules at time of hire.

d. The County agrees to furnish each affected employee in the bargaining unit with a copy of all changes to work rules within thirty (30) days after they become effective.

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 beginning at Step III.

ARTICLE 24

f. Except in emergencies, all future work rules shall be posted on bulletin boards for a period of ten (10) consecutive work days prior to becoming effective.

6. Changes in Existing Conditions.

a. For the purpose of this Agreement, the term, "existing working conditions", means practices which have been:

- (1) consistent;
- (2) clearly acted upon; and
- (3) readily ascertainable over a

reasonable period of time as mutually accepted by the parties.

b. Existing working conditions shall be changed only after the Union has been afforded opportunity to make suggestions and shall not be for arbitrary or capricious reasons. The County shall post changes in existing working conditions prominently on all bulletin boards for a period of not less than fourteen (14) calendar days before the changes are to be effective.

c. Disputes regarding the change of existing working conditions shall be resolved through the grievance procedure beginning at Step III.

d. No payment of monies made in error, or not authorized by proper authority, shall be considered an existing condition. Such payments shall be governed by Article 14, Section 13.

e. Conditions relative to and governing working conditions of a particular nature are contained in Addenda D through H to this Agreement, which are attached and by this reference made a part hereof as though fully set forth herein.

7. Employee Relations Committee Meetings.

To promote harmonious relations and to provide internal communications, the Union and the County will maintain an Employee Relations Committee consisting of five (5) representatives from each party. The Committee will establish regular monthly meetings during normal working hours and will so schedule such meetings as far as practical to avoid disruptions and interruptions of work. Employees attending such meetings shall do so without loss of pay. The Committee shall discuss any matter pertinent to maintaining good employer-employee relationships including but not limited to: grievances, work rules, work loads, employee morale, safety, and communication.

8. Contract Negotiations.

a. The Union's Negotiating Team shall consist of not more than eight (8) members, seven (7) of whom may be employees. County employees participating in such negotiations will be allowed to do so without loss of pay.

b. Observers and/or working staff sponsored by the Union or County may be in attendance with the negotiating teams. Such attendance for the Union by a bargaining unit employee shall be on the employee's own time.

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

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

9. 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.

All heavy equipment operators, when required to service heavy equipment on the job, shall be provided coveralls laundered as needed by the County. Employees who are working under such conditions as to make protective rubber boots necessary shall be provided with those boots by the County. Coveralls or smocks will be provided in other jobs in accordance with existing practices.

10. Loss of Personal Property.

Employees who suffer loss of personal property arising out of the performance of their duties and who have insurance claims for such loss denied, may submit such claims to the Employee Relations Committee for review. Approval of claims shall be subject to agreement by both the County and the Union.

ARTICLE 25SAVINGS CLAUSE AND FUNDING1. 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 and budget related existing conditions provided by the Agreement must be approved annually by established budget procedures. All such wages, benefits, and budget related conditions are, therefore, contingent upon sources of revenue and annual

budget certification by the Tax Supervising and Conservation Committee. The County has no intention of cutting the wages, benefits, or budget related existing conditions 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 Board of County Commissioners agrees to include in its annual budget amounts sufficient to fund the wages, benefits, and budget related existing conditions provided by this Agreement, but makes no guarantee as to the certification of such budget pursuant to established budget procedures under Oregon law.

In the event of a delay in such certification, the County will make every reasonable effort to correct whatever budget deficiencies that exist, if any, in order to obtain certification. Retroactive monetary adjustment shall be made if any scheduled economic improvement is delayed due to a delay in certification, unless otherwise precluded by State or Federal law or administrative regulation.

ARTICLE 26
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 Article 4 (Management Rights) unless such rights are specifically limited 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 the 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,

ARTICLE 26

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 26

ARTICLE 27TERMINATION

This Agreement shall be effective as of the First day of July, 1988, unless otherwise provided herein, and shall remain in full force and effect through the 30th day of June, 1991, and shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than January 31, 1991, 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 1st day of September, 1988.

MULTNOMAH COUNTY EMPLOYEES
UNION, LOCAL 88, AFSCME,
AFL-CIO

MULTNOMAH COUNTY, OREGON
CHAIR

BY Joseph V. Tobemann
President

BY Gladyes McLoey
County Chair

BY Linda Blair
Vice President

MULTNOMAH COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

BY Robert Collins
Secretary

BY Pauline Anderson
Commissioner

BY George Brunel
Treasurer

BY Polly Castelman
Commissioner

BY Carol Kahan
Commissioner

BY Charles Miller
Commissioner

BY Anna K. Lurvey
Auditor

BY Jim Smith
Jim Smith
Council Representative
AFSCME Council 75

NEGOTIATED BY:

Ken Upton
Ken Upton
Labor Relations Manager
Multnomah County, Oregon

BY M. J. Schaub
District Attorney

APPROVED AS TO FORM:

Laurence Kressel
Laurence Kressel
County Counsel
Multnomah County, Oregon

BY Fred B. Pearce
Sheriff
by BS

ADDENDUM A
CLASSIFICATIONS INCLUDED IN THE
BARGAINING UNIT

Classifications included in the bargaining unit are listed in job class order on the following "Salary Ranges - General Employees Bargaining Unit". Excluded positions within a listed classification are as follows:

Administration Technician	Employee Services Division, Labor Relations Section Positions
Office Assistant 2	Operations Unit, Department of General Services Positions (assigned to Word Processing, Employee Services or Labor Relations)
Office Assistant 3	Payroll and Operations Unit, Department of General Services Positions
	Each Department Director's Secretary

This listing does not preclude the inclusion or exclusion of positions during the term of the Agreement in accordance with the provisions of Article 3.

WAGES EFFECTIVE JULY 1, 1988

SORTED BY JOB TITLE

JOB CLASS NUMBER	FEDERAL CODE	JOB TITLE	BARGAINING UNIT	PAY	STEPS									
					1	2	3	4	5	6	7	8	9	10
6012	02	ADMINISTRATIVE SPECIALIST 1	0088	12.06	12.41	12.78	13.16	13.51	13.92	14.33	14.75	0	0	
6011	14	ADMINISTRATIVE TECHNICIAN	0088	9.98	10.27	10.57	10.88	11.22	11.54	0	0	0	0	
6065	09	ANIMAL CARE TECHNICIAN	0088	8.54	8.76	8.99	9.26	9.58	9.88	0	0	0	0	
6069	09	ANIMAL CONTROL AIDE	0088	7.56	7.76	7.98	8.21	8.43	8.68	0	0	0	0	
6068	13	ANIMAL CONTROL FIELD SUPR	0088	10.57	10.87	11.18	11.49	11.80	12.15	0	0	0	0	
6067	13	ANIMAL CONTROL OFFICER	0088	9.68	9.98	10.25	10.56	10.87	11.18	0	0	0	0	
6066	14	ANIMAL HEALTH TECHNICIAN	0088	9.26	9.58	9.88	10.18	10.45	10.75	0	0	0	0	
6046	06	ARBORIST	0088	10.40	10.70	11.00	11.33	11.67	12.01	0	0	0	0	
6179	09	AUTO SERVICE WORKER	0088	10.10	10.39	10.70	11.00	11.33	11.67	0	0	0	0	
6133	06	BLACKSMITH	0088	12.87	13.21	13.55	0	0	0	0	0	0	0	
6181	06	BODY AND FENDER MECHANIC	0088	12.87	13.21	13.55	0	0	0	0	0	0	0	
6060	06	BRIDGE MAINTENANCE MECHANIC	0088	12.87	13.21	13.55	0	0	0	0	0	0	0	
6059	09	BRIDGE OPERATOR	0088	8.27	8.48	8.73	9.00	9.27	9.56	0	0	0	0	
6147	06	CARPENTER/MAINTENANCE	0088	13.08	0	0	0	0	0	0	0	0	0	
6082	03	CARTOGRAPHER	0088	10.96	11.29	11.60	11.96	12.27	12.64	13.02	13.42	0	0	
6298	14	CASE MANAGER 1	0088	8.71	8.96	9.20	9.47	9.75	10.02	10.31	10.63	10.94	0	
6297	14	CASE MANAGER 2	0088	9.20	9.47	9.75	10.02	10.31	10.63	10.94	11.27	11.61	0	
6093	06	CHEMICAL APPLICATOR OPERATOR	0088	10.40	10.70	11.00	11.33	11.67	12.01	0	0	0	0	
6343	02	CHILD DEVELOPMENT SPECIALIST	0088	8.00	8.23	8.48	8.73	8.95	9.21	0	0	0	0	
6259	14	CIVIL DEPUTY	0088	10.40	10.70	11.00	11.33	11.67	12.01	0	0	0	0	
6235	02	CIVIL ENGINEER/ASSISTANT	0088	14.47	14.89	15.34	15.77	16.23	16.73	0	0	0	0	
6236	02	CIVIL ENGINEER/ASSOCIATE	0088	15.50	15.94	16.39	16.86	17.39	17.93	0	0	0	0	
6300	14	CLIENT ADVOCATE	0088	8.27	8.48	8.73	8.96	9.23	9.49	0	0	0	0	
6081	02	COMMUNITY DEVELOPMENT SPEC	0088	12.06	12.41	12.78	13.16	13.51	13.92	0	0	0	0	
6019	14	COMMUNITY INFORMATION ASST	0088	8.73	8.96	9.23	9.49	9.75	10.04	0	0	0	0	
6018	14	COMMUNITY INFORMATION TECH	0088	9.98	10.27	10.57	10.88	11.22	11.54	0	0	0	0	
6267	14	COMMUNITY PROJECTS LEADER	0088	9.98	10.27	10.57	10.88	11.22	11.54	0	0	0	0	
6269	14	COMMUNITY SERVICE PLACE SPEC	0088	9.98	10.27	10.57	10.88	11.22	11.54	0	0	0	0	
6040	03	COMPUTER OPERATOR 1	0088	10.24	10.54	10.84	11.18	11.49	11.80	0	0	0	0	
6041	03	COMPUTER OPERATOR 2	0088	11.94	12.25	12.63	13.01	13.36	13.76	0	0	0	0	
6039	03	COMPUTER OPERATOR TRAINEE	0088	9.53	0	0	0	0	0	0	0	0	0	
6268	02	CORRECTIONS COUNSELOR	0088	10.87	11.49	11.84	12.58	12.96	13.72	14.25	14.82	0	0	
6264	02	CORRECTIONS HEARINGS OFFICER	0088	12.58	12.96	13.33	13.72	14.11	14.51	14.93	15.35	0	0	
6266	14	CORRECTIONS TECHNICIAN	0088	8.73	8.96	9.23	9.49	9.75	10.04	0	0	0	0	
6114	09	CUSTODIAN	0088	7.86	8.31	8.79	0	0	0	0	0	0	0	
6249	02	D A INVESTIGATOR	0088	12.25	12.78	13.23	13.76	14.29	14.86	0	0	0	0	
6023	02	DATA PROCESSING SPECIALIST	0088	12.06	12.41	12.78	13.16	13.51	13.92	14.33	14.75	0	0	
6014	14	DATA PROCESSING TECHNICIAN	0088	10.63	10.96	11.27	11.59	11.95	12.30	0	0	0	0	
6347	14	DENTAL ASSISTANT/RECEPTIONIST	0088	7.62	7.87	8.06	8.30	8.54	8.77	9.03	9.27	0	0	
6348	02	DENTAL HYGIENIST	0088	10.51	10.83	11.19	11.43	11.78	12.13	0	0	0	0	
6276	14	DEPENDENCY TECHNICIAN	0088	9.37	9.60	9.89	10.18	10.45	10.75	0	0	0	0	
6282	03	DEPUTY MEDICAL EXAMINER	0088	11.33	11.67	11.99	12.36	12.69	13.04	0	0	0	0	
6015	14	ELECTION COORD/SUPERVISOR	0088	10.82	11.14	11.42	11.79	12.14	12.51	0	0	0	0	
6230	03	ENGINEER TECHNICIAN/AIDE	0088	10.53	10.82	11.14	11.37	11.79	12.14	0	0	0	0	
6231	03	ENGINEER TECHNICIAN/ASSISTANT	0088	11.42	11.79	12.14	12.47	12.82	13.19	0	0	0	0	
6232	03	ENGINEER TECHNICIAN/ASSOCIATE	0088	12.24	12.65	13.07	13.50	13.93	14.40	0	0	0	0	
6234	03	ENGINEER TECHNICIAN/PRINCIPAL	0088	15.50	15.94	16.39	16.86	17.39	17.93	0	0	0	0	
6233	03	ENGINEER TECHNICIAN/SENIOR	0088	14.47	14.89	15.34	15.77	16.23	16.73	0	0	0	0	
6182	06	EQUIPMENT MECHANIC	0088	12.87	13.21	13.55	0	0	0	0	0	0	0	

ADDENDUM A

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WAGES EFFECTIVE JULY 1, 1988

SORTED BY JOB TITLE

JOB CLASS NUMBER	FEDERAL CODE	JOB TITLE	BARGAINING UNIT	PAY 1	STEPS 2	3	4	5	6	7	8	9	10
6180	06	EQUIPMENT MECHANIC ASSISTANT	0088	10.01	10.31	10.62	10.94	11.27	11.60	0	0	0	0
6161	09	EXPO OPERATIONS WORKER 1	0088	8.54	8.83	9.18	9.41	9.69	9.98	10.25	0	0	0
6162	09	EXPO OPERATIONS WORKER 2	0088	9.82	10.12	10.40	10.70	11.00	11.33	11.67	12.01	0	0
6030	02	FINANCE SPECIALIST 1	0088	12.06	12.41	12.78	13.16	13.51	13.92	14.33	14.75	0	0
6029	14	FINANCE TECHNICIAN	0088	9.98	10.27	10.57	10.88	11.22	11.54	0	0	0	0
6125	09	GARAGE ATTENDANT	0088	7.79	8.27	8.75	0	0	0	0	0	0	0
6047	06	GARDENER 1	0088	9.57	9.82	10.12	10.40	10.70	11.02	0	0	0	0
6048	06	GARDENER 2	0088	10.40	10.70	11.00	11.33	11.67	12.01	0	0	0	0
6352	02	HEALTH EDUCATOR	0088	11.42	11.79	12.14	12.47	12.82	13.19	0	0	0	0
6177	06	HEAVY EQUIPMENT OPERATOR	0088	12.87	13.21	13.55	0	0	0	0	0	0	0
6079	02	HOUSING REHABILITATION SPEC	0088	13.21	13.60	13.97	14.41	14.82	15.25	0	0	0	0
6290	14	HUMAN SERVICES ASSISTANT	0088	7.16	7.53	7.93	0	0	0	0	0	0	0
6294	14	HUMAN SERVICES TECHNICIAN	0088	7.62	7.87	8.06	8.30	8.54	8.77	9.03	9.27	0	0
6262	09	JAIL STEWARD	0088	10.40	10.70	11.00	11.33	11.68	12.04	0	0	0	0
6272	02	JUVENILE COUNSELOR	0088	10.87	11.49	11.84	12.58	12.96	13.72	14.25	14.82	0	0
6274	13	JUVENILE GROUPWORK SUPERVISOR	0088	12.82	13.21	13.60	13.97	14.41	14.82	0	0	0	0
6273	13	JUVENILE GROUPWORKER	0088	10.25	10.57	10.87	11.18	11.49	11.80	0	0	0	0
6333	03	LABORATORY TECHNICIAN	0088	9.18	9.41	9.69	9.98	10.25	10.55	0	0	0	0
6246	14	LEGAL ASSISTANT	0088	9.95	10.22	10.50	10.85	11.15	11.43	0	0	0	0
6070	13	LICENSE COMPLIANCE OFFICER	0088	8.54	8.76	8.99	9.26	9.58	9.88	0	0	0	0
6092	09	MAINTENANCE WORKER	0088	8.83	9.18	9.41	9.69	9.98	10.25	10.55	0	0	0
6096	09	MAINTENANCE WORKER/LEAD	0088	10.57	10.87	11.18	11.49	11.84	12.19	0	0	0	0
6369	02	MARRIAGE AND FAMILY COUNSELOR	0088	13.45	13.85	14.25	14.66	15.10	15.55	0	0	0	0
6334	02	MEDICAL TECHNOLOGIST	0088	10.57	10.87	11.18	11.49	11.84	12.19	0	0	0	0
6362	14	MENTAL HEALTH ATTENDANT	0088	10.40	10.70	11.00	11.33	11.67	12.01	0	0	0	0
6335	02	MICROBIOLOGIST	0088	10.57	10.87	11.18	11.49	11.84	12.19	0	0	0	0
6024	03	NETWORK OPERATOR	0088	10.24	10.54	10.84	11.18	11.49	11.80	0	0	0	0
6203	03	NUISANCE CONTROL INSPECTOR	0088	12.22	12.58	12.96	13.30	13.70	14.11	0	0	0	0
6340	02	NUTRITIONIST	0088	12.14	12.47	12.82	13.21	13.60	14.01	0	0	0	0
6000	05	OFFICE ASSISTANT 1	0088	6.66	7.03	7.44	0	0	0	0	0	0	0
6001	05	OFFICE ASSISTANT 2	0088	7.62	7.87	8.06	8.30	8.54	8.77	9.03	9.27	0	0
6002	05	OFFICE ASSISTANT 3	0088	9.03	9.27	9.54	9.81	10.08	10.38	0	0	0	0
6003	05	OFFICE ASSISTANT 4	0088	9.95	10.22	10.50	10.85	11.15	11.43	0	0	0	0
6052	09	PARK WORKER	0088	9.82	10.12	10.40	10.70	11.00	11.32	0	0	0	0
6286	09	PATHOLOGIST ASSISTANT	0088	10.57	10.87	11.18	11.49	11.84	12.19	0	0	0	0
6025	14	PERSONAL PROPERTY TAX COLL	0088	10.20	10.53	10.82	11.14	11.42	11.74	0	0	0	0
6316	02	PHYSICIAN ASSISTANT	0088	14.54	15.04	15.51	15.97	16.72	17.18	0	0	0	0
6075	02	PLANNER	0088	12.50	12.84	13.21	13.60	13.97	14.41	14.82	15.25	0	0
6078	02	PLANNER/SENIOR	0088	14.82	15.22	15.67	16.12	16.60	17.08	0	0	0	0
6022	14	PROGRAM COORDINATOR	0088	10.79	11.22	11.72	12.06	12.41	12.78	0	0	0	0
6021	02	PROGRAM DEVELOPMENT SPEC	0088	12.06	12.41	12.78	13.16	13.51	13.92	14.33	14.75	0	0
6020	14	PROGRAM DEVELOPMENT TECH	0088	9.98	10.27	10.57	10.88	11.22	11.54	0	0	0	0
6033	03	PROGRAMMER	0088	11.27	11.58	11.91	12.25	12.63	13.01	0	0	0	0
6035	03	PROGRAMMER ANALYST	0088	13.00	13.36	13.78	14.14	14.55	15.01	0	0	0	0
6031	03	PROGRAMMER ANALYST/SENIOR	0088	14.55	15.01	15.46	15.88	16.38	16.87	0	0	0	0
6032	03	PROGRAMMER/ASSISTANT	0088	10.40	10.68	10.98	11.30	11.62	11.98	0	0	0	0
6042	03	PROPERTY APPRAISER	0088	11.02	11.59	12.15	12.69	13.26	13.85	0	0	0	0
6043	03	PROPERTY APPRAISER SUPERVISOR	0088	13.72	14.11	14.53	14.94	15.39	15.87	0	0	0	0
6044	03	PROPERTY APPRAISER TRAINEE	0088	9.98	10.50	0	0	0	0	0	0	0	0

APPENDUM A

WAGES EFFECTIVE JULY 1, 1988

SORTED BY JOB TITLE

JOB CLASS	FEDERAL	JOB TITLE	BARGAINING	PAY	STEPS											
NUMBER	CODE		UNIT	1	2	3	4	5	6	7	8	9	10			
6258	13	PUBLIC SAFETY AIDE	0088	7.62	7.87	8.06	8.30	8.54	8.77	9.03	9.27	0	0			
6054	02	REGIONAL PARK SUPERVISOR	0088	11.18	11.49	11.84	12.19	12.57	12.95	0	0	0	0			
6248	02	RESTITUTION INVESTIGATOR	0088	10.57	10.88	11.22	11.54	11.83	12.11	0	0	0	0			
6211	03	RIGHT OF WAY PERMITS/CHIEF	0088	14.20	14.61	15.05	15.50	15.94	16.41	0	0	0	0			
6356	02	SANITARIAN	0088	10.57	11.14	11.42	11.79	12.14	12.47	12.82	13.19	0	0			
6357	02	SANITARIAN/CHIEF	0088	13.65	14.07	14.47	14.89	15.33	15.78	0	0	0	0			
6365	02	SCHOOL MENTAL HLTH CONSULTANT	0088	11.27	11.85	12.41	12.98	13.56	14.16	0	0	0	0			
6245	09	SEWING SPECIALIST	0088	6.75	7.12	7.52	0	0	0	0	0	0	0			
6295	02	SOCIAL WORKER	0088	11.27	11.85	12.41	12.98	13.56	14.16	0	0	0	0			
6037	02	SOFTWARE SYSTEMS SPECIALIST 1	0088	14.55	15.01	15.46	15.88	16.38	16.87	0	0	0	0			
6038	02	SOFTWARE SYSTEMS SPECIALIST 2	0088	16.68	17.18	17.68	18.17	18.74	19.32	0	0	0	0			
6098	06	STRIPING MACHINE OPERATOR	0088	10.40	10.70	11.00	11.33	11.67	12.01	0	0	0	0			
6091	02	SURVEY SPECIALIST	0088	14.47	14.89	15.34	15.77	16.23	16.73	0	0	0	0			
6173	06	TRUCK DRIVER	0088	9.82	10.12	10.40	10.70	11.00	11.32	0	0	0	0			
6094	09	UTILITY MAINTENANCE WORKER	0088	0	0	0	0	0	0	0	0	0	0			
6247	02	VICTIM ADVOCATE	0088	10.87	11.49	11.84	12.58	12.96	13.72	14.25	14.82	0	0			
6263	02	VOLUNTEER COORDINATOR	0088	12.06	12.41	12.78	13.16	13.51	13.92	14.33	14.75	0	0			
6109	09	WAREHOUSE WORKER	0088	8.38	8.58	8.83	9.07	9.34	0	0	0	0	0			
6110	09	WAREHOUSE WORKER/CHIEF	0088	9.79	10.10	10.39	10.67	10.97	11.29	0	0	0	0			
6336	03	X-RAY TECHNICIAN	0088	9.37	9.60	9.89	10.18	10.45	10.75	0	0	0	0			

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ADDENDUM A

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 bi-weekly pay period.

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 CMULTNOMAH COUNTY, OREGON
AUTHORIZATION FOR VOLUNTARY PAYROLL DEDUCTION
NATIONAL PEOPLE COMMITTEE

AFSCME LOCAL 88

LAST NAME	FIRST	MIDDLE
STREET		
CITY	STATE	ZIP
SOCIAL SECURITY NUMBER		
PER BI-WEEKLY PAY PERIOD		

Effective the pay period beginning (date) _____
I request you deduct from my earnings, regular payroll deductions in the amount authorized above for a voluntary contribution to be paid to the Treasurer of the National PEOPLE Committee, AFSCME, AFL-CIO, P.O. Box 6587, Washington, D.C. 20009, to be used in accordance with the Bylaws of the National PEOPLE Committee for the purpose of making political contributions. My contribution is voluntary and I understand that it is not required as a condition of employment and that I may revoke this authorization at any time by giving written notice.

SIGNATURE	DATE
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ADDENDUM C

ADDENDUM DLEADWORKER ASSIGNMENT AND PAY

1. Assignment and selection of lead workers shall be at the sole discretion of the County. Persons assigned as lead workers will not have the responsibility of initiating or effectively recommending formal discipline.

2. When in the judgment of the County, new lead worker assignments are necessary, the County shall establish a lead pay rate therefore and provide the Union with a copy of the new lead pay rate.

3. The lead pay rates for the following classes shall be calculated by increasing the base hourly pay rates by the following percentages:

- | | |
|---------------------------------|-------|
| a. Maintenance Carpenter Lead | 4.8% |
| b. Bridge Operator Lead | 15.2% |
| c. Equipment Mechanic Lead | 10.0% |
| d. Mental Health Attendant Lead | 4.2% |
| e. Corrections Counselor Lead | 6.8% |
| f. Juvenile Counselor Lead | 6.8% |
| g. Legal Assistant Lead | 10.0% |
| h. Custodian Lead | 6.8% |
| i. Animal Care Technician Lead | 10.0% |

j.	Civil Deputy Lead	8.0%
k.	Animal Control Officer Lead	5.0%
l.	School Mental Health Consultant Lead	5.0%
m.	Case Manager 2 Lead	5.0%
n.	Sr. Programmer/Analyst Lead	5.0%
o.	Program Development Specialist Lead	5.0%
p.	Dental Assistant/Receptionist Lead	4.0%
q.	Jail Steward Lead	6.7%
r.	Public Safety Aide Lead	12.0%
s.	District Attorney Investigator Lead	5.0%
t.	Software Systems Spec 2 Lead	5.0%
u.	Sanitarian Lead	5.0%

ADDENDUM EPREMIUM PAY AND OTHER SPECIAL PROVISIONS1. ALL DEPARTMENTS:Computation

When computing the overtime rate, vacation or sick leave accrual due an employee receiving premium pay, such premium pay must be included when the employee is regularly assigned to premium work.

2. ALL DEPARTMENTS:Word Processing/Data Entry Production CenterPremium.a. Employee Premium and Eligibility

An employee meeting all of the following criteria shall receive a premium of thirty cents (30¢) per hour:

(1) Operates word processing/data entry equipment 80 percent of his or her work time;

(2) Is classified as an Office Assistant 2;

(3) Is assigned to a Word Processing/Data Entry Production Center, which is defined as a work station to which two (2) or more Office Assistant 2's are assigned as word processing or data entry operators as per a.(1) above, provided further that these operators must receive input from two (2) or more individuals; and

ADDENDUM E

(4) Has completed a ninety (90) day training period, provided that the waiting period shall be waived:

(a) On a day-for-day credit basis for work experience on the same equipment as that utilized in the position for which the employee is hired, or

(b) On a day-for-day credit basis up to a maximum of forty five (45) days for work experience on other relevant word processing/data entry equipment.

b. Relief Employee

An employee who for 720 hours subsequent to the effective date of this Agreement acts as a relief employee, replacing an employee(s) receiving the premium, shall become eligible for the premium.

c. Eligible Word Processing/Data Entry

Production Centers

As of the effective date of this Agreement, the parties deem the following to be Word Processing/Data Entry Production Centers meeting the criteria of "a.(3)" above:

- District Attorney's Office Center, Courthouse
- Department of Environmental Services Center, 21st and Morrison
- Department of Environmental Services, Yeon Shops

- Dept. of General Services Center,
Purchasing, Ford Building
- Dept of General Services Center,
Operations Unit, Portland Building
- Juvenile Court Center, Donald E.
Long Juvenile Home
- Human Services Departmental Center,
J.K. Gill Building
- Information Service Division
Center, Kelly Building
- Sheriff's Office, Hansen Building

Centers will be added or deleted in
accordance with the cited criteria.

3. DEPARTMENT OF ENVIRONMENTAL SERVICES:

Transportation/Fleet/Park Services Division

- a. Scoop. Maintenance Workers while
assigned to operate the "scoop" will receive premium pay
at the rate of forty cents (40¢) per hour.
- b. Street Sweeper. Truck drivers and
below while assigned to operate the "street sweeper" will
receive premium pay at the rate of forty-five cents (45¢)
per hour.
- c. Truck Size. Truck drivers assigned to
operate a truck rated over six yard capacity and/or a
semi-truck (tractor and trailer) will receive premium pay
at the rate of thirty cents (30¢) per hour.

ADDENDUM E

d. Tar Truck. Truck drivers assigned to operate a Bituminous Distributor (Tar Truck) will receive premium pay at the rate of thirty cents (30¢) per hour.

e. Tools. The County agrees to replace all tools furnished by employees when such tools become damaged beyond usability or stolen on the job. A "proof of loss by theft" statement must be signed by the employee prior to recovery for theft. Management will provide any new special tools required to perform special work.

f. Coveralls and Boots. All Maintenance Workers, Maintenance Worker/Leads, Truck Drivers, and Heavy Equipment Operators in the Transportation Division will be issued, for County use, two pairs of coveralls which may be exchanged for laundered pairs on a weekly basis.

For the purpose of reimbursing for tar damage, field personnel assigned to the Transportation Division and the Fleet and Electronic Services Division shall, on an annual basis, and upon presentation of a receipt, be eligible for reimbursement up to an amount of fifty dollars (\$50) for work shoes or boots. These employees will be required to wear work shoes or boots.

g. Height Time Bonus Pay. When Bridge Maintenance Mechanics 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.

h. Emergency Conditions. Special terms and conditions of employment during periods of emergency shall be governed by the Emergency Conditions Provisions (Environmental Services), Addendum G, incorporated herein.

i. Pay for Period Equipment Under Repair. Premium pay as provided in paragraphs "b." and "c." shall continue in the event the equipment to which drivers are normally assigned is down and under repair.

j. Overtime. When computing the overtime rate of an employee receiving premium pay in accordance with this section, such premium pay must be included when computing the overtime rate.

k. Motor Pool. The employee assigned to the Motor Pool lot during the meal period shall be required to work through his or her meal period. The work day for this employee shall be eight (8) hours including the "working lunch" cited above.

ADDENDUM E

4. DEPARTMENT OF GENERAL SERVICES - Assessment and Taxation.

Appraisers who receive a professional designation approved by the Director of the Division of Assessment and Taxation (approved designation includes but is not limited to those from the International Association of Assessing Officers, The American Institute of Real Estate Appraisers, The Society of Real Estate Appraisers, and the American Society of Appraisers), shall be entitled to fifty dollars (\$50) per month premium pay so long as they continue to remain qualified for and continue to possess the professional designation.

On and after July 1, 1976, approved designation shall not include those from the American Society of Appraisers. However, any employee receiving professional designation pay solely by virtue of such designation from the American Society of Appraisers shall be permitted to continue receiving designation pay so long as such approved designation is maintained.

5. DEPARTMENT OF HUMAN SERVICES: Dental Clinics/Juvenile Court.

a. Dental Clinics. Due to the operational requirements of dental clinics, the terms of Article 13.4. shall not apply to Dental Hygienists and Dental Assistants. These employees shall be allocated

ADDENDUM E

thirty (30) minutes per day to rest periods which management can either grant to employees during slack operational periods in the morning or afternoon or schedule in conjunction with lunch breaks.

In no event, however, will break time during the day, scheduled or unscheduled, exceed thirty (30) minutes.

b. Juvenile Court Hours of Work - Juvenile Groupworkers. It is recognized that the eight (8) hour day shall include the thirty (30) minute meal period in accordance with the terms and conditions specified in the Memorandum of Exception between the parties, dated January 30, 1981, to specifically include the continuation of any subsequent settlement agreement.

6. DEPARTMENT OF JUSTICE SERVICES: Justice Services, Office of the Medical Examiner.

Deputy Medical Examiners may be assigned sixteen (16) hours (four (4) one week, three (3) the next) or eight (8) hour shifts which shall include the thirty (30) minute meal period as time worked. Employees are considered on call during both meal periods and breaks and operational requirements may result in such breaks or meal periods being interrupted or missed without additional pay or such time being made up at a later date.

Employees working sixteen (16) hour shifts are not eligible for shift premium or overtime except for hours in excess of eighty (80) hours in a bi-weekly pay period. Holiday observance and payment shall be in accordance with existing practice. Such employees are not eligible for the four (4) hour holiday on Christmas Eve or New Years Eve.

7. OFFICE OF THE SHERIFF

Sheriff's Office employees shall sign up for shifts and vacations in accordance with existing practice.

ADDENDUM FEMERGENCY CONDITIONS PROVISIONS (ENVIRONMENTAL SERVICES)1. Purpose

The purpose of this addendum is to set forth past practice governing wage entitlements for employees of the Transportation and Fleet Divisions during periods of emergency.

2. Agreement

a. An emergency is defined as inclement weather or other condition which in the judgment of the Director of the Transportation Division constitutes a present or imminent danger to the health, safety, or property of the people of Multnomah County.

b. During the term of such an emergency, the "work day" for pay purposes shall be the calendar day (midnight to midnight).

c. An employee sent home during the work day, regardless of whether or not the employee is recalled, shall receive a minimum of eight (8) hours of pay for that work day.

d. The total number of hours worked during the work day, regardless of how divided, shall be added to determine the total number of hours worked for pay purposes during the work day.

e. All hours worked in excess of eight (8) hours during the work day shall be compensated at the overtime rate of pay. However, on the first day of the emergency, any employee sent home and called back within the same work day shall receive an additional two (2) hours of overtime pay in addition to the compensation as computed and paid as the paragraph above.

f. All hours worked during swing and graveyard shifts shall be paid at the contractually required shift differential.

g. The provisions of the addendum shall be limited to the employees of the Transportation, Fleet and Parks Services Divisions.

ADDENDUM GAUTO ALLOWANCE AND COMPENSATION

a. Whenever an employee is temporarily required to report to work at any location more distant from his or her home than his or her permanent place of reporting, the employee shall be paid for the use of his or her personal transportation at the July 1, 1980, base rate of eighteen cents (18¢) per mile for the additional miles traveled, further adjusted upward or downward as per Subsection "d." below. This provision will not apply when there is a permanent change in reporting location as determined by management with ten (10) days' written notice to the affected employees and Union. In instances in which an employee has no permanent reporting place, the County will designate one (1) work site as a "permanent place of reporting" for purposes solely of mileage reimbursement under the terms of Subsections "a.", and "b." of this section. Payment for mileage will be made under this section when an individual has accumulated a minimum of twenty dollars (\$20.00) or at the end of the fiscal year whichever first occurs.

b. Whenever an employee reports to his or her permanent place of reporting and is required to use his or her personal transportation to report for work at another

ADDENDUM G

location, the employee shall be paid eighteen cents (18¢) per mile for the additional miles traveled to and from the secondary reporting place further adjusted upward or downward as per Subsection "d." below. The time involved in traveling from the permanent reporting place to and from the secondary reporting location shall be considered time worked for pay purposes. Payment for mileage will be made under this section when an individual has accumulated a minimum of twenty dollars (\$20.00) or at the end of the fiscal year, whichever first occurs.

c. An employee who is required to use his or her personal transportation as a condition of employment shall be paid at the July 1, 1980, base rate of twenty-two cents (22¢) per mile for the first four hundred (400) miles and at the July 1, 1980, base rate of ten cents (10¢) per mile for all miles thereafter, further adjusted upward or downward as per Subsection "d." of this Article, plus twenty five dollars (\$25.00) per month (twelve dollars and fifty cents (\$12.50) for part-time employees), except that no employee shall be paid less than thirty-five dollars (\$35) per month (seventeen dollars and fifty cents (\$17.50) for part-time employees) provided that he or she is assigned to work in the field and use his or her personal transportation. In no event, however,

ADDENDUM G

shall the aforementioned base or minimum payment be made in a month in which an employee drives no miles as a condition of employment. No commuting mileage shall be paid by the County. The County shall review with the Union work rules governing the reporting of mileage.

d. The July 1, 1980, base rate per mile reimbursement rates in paragraphs "a.", "b.", and "c." of this section shall be further adjusted upward or downward the first day of each quarter, in a continuation of the adjustments already made under the terms of Article 14.11 of the 1980-1982 Agreement, one-half cent (.5¢) for each seven and one-half cents (7.5¢) that the price of unleaded/regular is above or below the July 1, 1980, base price, as reported by the Bureau of Labor Statistics for the Portland, Oregon-Washington SMSA, "Gasoline Prices Per Gallon, U.S. City Average and Selected Areas".

e. Mileage reimbursement for employees of the Division of Assessment and Taxation shall be governed by the Memorandum of Exception between the parties, dated October 29, 1981.

f. The County reserves the right under Article 4 (Management Rights) to determine the method of transportation for employees during working hours and may discontinue

or add the requirement for employees occupying certain positions to utilize an automobile as a condition of employment provided the employees and Union are notified in writing ten (10) days in advance of the change.

ADDENDUM HProject Save - Memorandum of AgreementI. ISSUE/INTENT

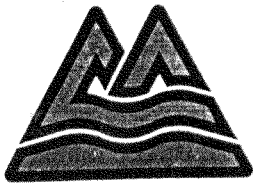
It is recognized by both parties that employees who are to be displaced (laid off) because employees are least senior in assigned departmental classifications and having no bumping privileges under Article 21 and/or Personnel Rule 20.03-04, often face unique and difficult circumstances in being placed in alternative employment within the County.

This Memorandum of Agreement is entered into between Multnomah County and Multnomah County Employees Union Local 88 AFSCME for the purpose of providing and enhancing employment opportunities for such employees designated as Project Save participants.

II. TERMS

Employees who are placed as a result of Project Save in classifications not previously held or outside their promotional line shall be subject to a trial performance period of three (3) months to demonstrate his or her ability to perform/fulfill the requirements of the new classification.

Employees that are, in the opinion of the County, unsuccessful during this three (3) month trial period will be removed from their new classification and placed on the Project Save and Layoff lists while Project Save employment opportunities are being explored.



MULTNOMAH COUNTY OREGON

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DEPARTMENT OF GENERAL SERVICES
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MEMORANDUM

TO: Board of County Commissioners
FROM: Linda Alexander, Director
Department of General Services
DATE: December 12, 1989
SUBJECT: Library Governance Options

Attached is the report of governance options for the library which has been compiled by my staff. The summary memorandum is based on a large number of issues which were researched and included as attachments to this report. The report focuses on both the fiscal and operational impact of two options:

- Direct Control of the Public Library System by Multnomah County
- Governance by a trust appointed by the Board of County Commissioners

Because the third option of interim governance by the trust with an ultimate goal of direct control by the County did not receive favorable reviews, it is not highlighted in the document.

Ken Upton, Kathy Busse and Barbara Simon of my staff are to be commended for producing this report. Many thanks also are due to the contributors who were very responsive in providing the material that we needed within a very short time frame. Special thanks go to Susan Ayers in Employee Services for her comprehensive report on employee options.

Today's review is intended to be an informational briefing. Staff will be available for an in depth examination or to answer questions after you and your staff have an opportunity to study the material provided. We are also available for any assistance on public hearings or to answer questions related to the report. Please let us know how we can further assist you.

Respectfully Submitted,


Linda Alexander, Director
Department of General Services

**Multnomah County
Department of General Services
Library Governance Options
December 12, 1989**

BACKGROUND

The relationship between Multnomah County and the Library goes back to 1911. At that time, the County entered into a contract with the Library Association of Portland (L.A.P.) which stipulated that Multnomah County would provide funding for the public library system and that the L.A.P. would administer those funds. During the 1980's, a great deal of attention has been focused on the relationship between the County and the Library Association. A variety of reports analyzing and recommending changes to the way the library system is governed have been written during this last decade.

In 1983, the Multnomah County Commission on Library Policy and Administration, a group consisting of local elected officials, the local education community, the Library Association of Portland, Friends of the Library, library employees and six citizens-at-large, recommended that the County Charter be amended to create an independent Multnomah County Library Commission charged with the responsibility of administering, operating and maintaining the Multnomah County Library. The Board of County Commissioners endorsed the recommendation and, in 1984, forwarded that amendment for a vote of the people. 154,000 votes were cast but the measure lost by 206 votes. At the same election, the voters approved a 3 year, \$9 million serial levy for the Library.

Following the close defeat of the charter change, Multnomah County and the Library Association agreed to amend their 1911 contract. As a result of those negotiations, the County obtained the authority to appoint five of the thirteen board members on the Library Association. The L.A.P. also agreed to partial compliance with the open meeting law.

The debate about the best way to govern the public library system continued and, in 1986, the Board of Directors of the Multnomah County Library Association commissioned Dr. Lowell Martin to prepare a development plan for the Library. In his report, Dr. Lowell recommended the formation of a County library district with its own "library board with fiscal and administrative responsibility and authority." The creation of a library service district was approved by the Board of County Commissioners but rejected by the Portland City Council. Approval by both jurisdictions was needed in order to put the issue before the voters.

Two years later, Chair McCoy impaneled a group of citizens to develop a Report on Governance -- Multnomah County Public Library. That report recommended the formation of a Multnomah County Library Commission to serve as Directors of an independent organization to operate, maintain, plan and provide library services for Multnomah County." It further recommended that Multnomah County assist in the creation of the commission and that deliberations of that body should be subject to State law pertaining to public meetings and public records.

Chair McCoy followed the recommendations and, in the fall of 1989, appointed a Library Trust which was subsequently approved by the Board of County Commissioners. During the process of negotiating a new relationship between the County, the Trust, and the L.A.P., several Board members indicated a renewed interest in exploring the option of direct County control of the Library. The following report has been prepared in response to that interest. It addresses three possible options for the governance of the Library and focuses on the operational and financial issues of each option.

ASSUMPTIONS

1. Current Library operations meet the legal requirements for their organizational structure so no legally required corrective activities are anticipated.
2. The Library will become the organizational equivalent of a department within the County's current structure if the County assumed direct control.
3. The County has multiple public policy directives which do not apply to the current library operation. Compliance with directives like affirmative action competitive bidding, civil service, and local preference in bidding will likely increase the operational costs once the Library becomes part of the County organizational structure.
4. Option I (direct County control) and Option II (Trust) seemed the two most viable options so the report focuses on them.
5. Financial figures contained in this report are conservative and actual costs of implementation could be greater.
6. If the Trust administers the Library, few changes from the current way of doing business would occur.
7. This report concentrates on broad policy issues for the Board's consideration. It is not intended to provide the detailed level of analysis which would be contained in a full implementation plan.

Option I: Direct County Control of the Library

This option would transfer the administration of the public library system from the L.A.P. to the County and the Library would either become an independent County department or agency. All employees of the Library would become county employees entitled to the same rights and benefits as existing county employees except as might be provided by a collective bargaining agreement. Operational processes like purchasing, facilities management and payroll would be subject to County administrative procedures.

DISCUSSION:

If the County were to assume direct control of the library, the major fiscal impact would be in personnel costs. For the most part, the current pay schedule for library employees is less than the County pay schedule. The 1989-90 library budget allocates \$7,392,459 for salary and fringe benefits. If the library employees were to become Multnomah County employees, that figure would increase anywhere from \$820,162 to \$1,553,542 depending on how the new employees were absorbed into the County system (see Library costing memo, Shaun Coldwell, Budget: Attachment A).

Even those numbers are conservative estimates and could increase by up to \$750,000 if the library employee's work day increased from 7.5 hours to 8 hours and if library employees followed the same demographic patterns as County employees in choosing single, two-party or family plan medical and dental coverage. Further, these estimates do not account for the impact of the new class/comp study on these potentially new employees.

Both Employee Services and Planning and Budget have identified three possible plans for transferring library employees to the County. Plan A leaves the library employees on the same pay level at which they are currently being paid. The difference in costing is a result of higher fringe and insurance payments. Under Plan A the increase in personnel costs from the amount currently budgeted for library employees would be \$820,162. Plan B introduces the library employees onto the County's pay range at the same or closest higher step. This is the method that the County's Employee Services staff uses in reclassifying county employees. Under Plan B the difference increases to \$1,106,163. Plan C places the library employee on the County pay range at the step that the employee would have been if s/he had been a county employee from the time of first hire; under this plan the difference totals \$1,553,542. This plan projects that within five years, the new employees would reach their proper place on the pay schedule.

Library Governance Options

The other major fiscal issue centers around the \$1.5 million excess funding in the L.A.P. retirement plan. The actuarial analysis cited several pension options if the County assumed direct control of the Library (see actuarial report, Pension: Attachment A, and Labor Relations memo, Ken Upton, Labor Relations: Attachment A). It would cost \$425,000 to guarantee a cost of living adjustment to library retirees; that would bring those people into parity with employees under PERS. For current library employees, if the final average salary benefit was calculated at the date of retirement rather than at the severing of the L.A.P. relationship, the cost would be \$1,500,000. Also, a cost of living for frozen service years for existing employees at the time of retirement would cost \$275,000. These three numbers total \$2,200,000. Thus, given the above transition option assumptions, there is no true excess funding in the L.A.P. plan but rather a \$700,000 unfunded liability. If amortized on a 30 year schedule, this unfunded position would require contributions of \$59,000 annually.

If library employees were to become County employees, it appears that the County has essentially generically pre-bargained the terms and conditions of such a transfer. Consequently, issues like wages, PERS pick-up, health and welfare benefits, sick leave, and pension are already addressed in general terms in the current Local 88 agreement. The potential impact of this pre-bargaining suggests that a transitional arrangement which Labor Relations has labeled a "catcher's mitt" amendment would need to be bargained. This type of amendment would probably only govern the first year of the transition since the Local 88 contract expires July 1, 1991. To become any more specific at this point in time would be counter-productive to the County's ability to effectively bargain such an amendment (see Labor Relations memo, Ken Upton, Labor Relations: Attachment A and Legal Opinion, Mark Williams, Labor Relations: Attachment B).

Calculating the organizational and fiscal impact to support services under Option I is extremely difficult. The Library as a private non-profit does not have the same classification system or accountability standards as the County, a public body. Job descriptions do not convert smoothly either. The comparison becomes even more complicated by the overlay of additional duties and responsibilities which would be placed on the Library as a public agency. Generally speaking, every support service position will have significant changes in job descriptions if the County were to assume direct control of the Library. Because some job descriptions will change substantially, some job displacement can be expected.

Library Governance Options

The Library has approximately 21.5 F.T.E. (see Study Document, Kathy Busse, Support Services: Attachment H) that roughly correspond to centralized administrative support services in the County (e.g., Finance, Purchasing, Personnel, Labor Relations, Fleet and Facilities Management). If those positions transfer directly to the County's support divisions, there would be no immediate need for a net increase in central administration positions. However, only 3 part-time clerical positions are budgeted in the library staffing structure identified as central administrative support; none are assigned to facilities management. With the addition of 15 new facilities to the County's roster, a future need for additional clerical support may become necessary. The short term need would be to reclassify several of the positions to more highly skilled job categories in Purchasing and Facilities Management due to more complex job requirements and specific bargaining agreements. Other transferred positions may ultimately be restructured to lower classifications.

On the other hand, the operation of the Library's central administration could be disrupted if these 21.5 F.T.E. were to become County employees. In a smaller operation, staff are likely to have a wide range of responsibilities ranging from clerical to technical support to administrative duties. Under the County's organizational structure, these employees will transfer to DGS or DES and have job descriptions and responsibilities which are more tightly defined. Because these same people are likely performing a potpourri of duties, the Library's central administration will need to do some reassigning of responsibilities to insure that day-to-day needs are met. Potentially, this may result in a request for additional staff for the Library.

In Employee Services and Labor Relations, a significant short term impact is likely because of the high activity level during transition. The Library has notable differences in hiring procedures from those used in the County. For example, the Library personnel office tests and supplies lists of applicants to supervisors but does not rank the lists, require hiring committees or document decisions as is the County practice. As a result, the changes could affect the cost of such operations over the long term.

Finally, a implementation project of this magnitude would require a full-time project manager, another additional cost. Some of these added costs may be partially offset by the savings resulting from use of the County's central administration rather than contracting out for those services (e.g. Payroll), and by adding the Library to the County's external audit rather than contracting for it independently (see Finance memo, Dave Boyer, Support Services: Attachment C).

Option II: Operation of the Library by the Trust

This option would, for all practical purposes, be very similar to the administration of the Library by the L.A.P.. It assumes that the administration would transfer from the Library Association of Portland to the Trust. The County would, under this option, appoint members of the Trust and continue to fund the public library system.

DISCUSSION:

If the Trust were to assume administration of the library from the L.A.P., then labor issues would be of direct concern to the Trust and not the County. The Trust would still not be bound by the term of the labor agreement between the Library Association of Portland and the library union unless the Trust indicated an intention to be bound. It is, however, extremely likely that the Trust would have an obligation to bargain in good faith with the union if it chooses not to be bound by the current contract.

Without the overlay of County procedures and policies, business at the Library could probably continue as usual. Unless the Trust desired otherwise, job descriptions as well as operational procedures would likely remain the same so little change would be expected.

Several people who favor this option contend that leaving the administration of the Library to the Trust would ease the transfer to a regional library system. Further, these same proponents argue that the Trust would not be subject to the same political pressure as elected officials and would, therefore, find it easier to make certain types of decisions. For example, the Library currently checks out video tapes to its customers. Had the Library been a County operation at the time that decision was made, potentially heated public debate could have taken place with the private sector arguing that such a policy put government in competition with business. Censorship and intellectual freedom is another area where governance by an elected public body could likely encourage heated public debate not dissimilar to the pressure some local school boards have endured. The Trust would be at least one layer removed from the direct political environment and would face less political pressure for its decision. Finally, direct advocacy for library issues and solicitations of charitable contributions could be enhanced with a Trust arrangement.

Option III: Transition to direct County control

This option is a hybrid of the first two options. It assumes that a Trust appointed by the Board would be the administrator of the Library for some finite period of time with the County assuming direct control at a future date.

DISCUSSION:

Generally speaking, Option III is the least favored because of the uncertainty and confusion of transitioning from administration by the Library Association of Portland to the Trust and from the Trust to the County. Trying to identify operational and fiscal impacts of this option is difficult because of its inherent vagueness. Additionally, some members of the Trust are likely to resign under this scenario forcing a search for new members in order to function. Some people in the community may be unwilling to serve as an interim body feeling that they lacked the real power to implement long lasting policy decisions. The search for a new library director may be substantially hindered because of the uncertainty of who the administrative body

Over a period of time, the County could increase its involvement in the management of the Library. One way to do this would be through the budget process using that as a vehicle for identifying how money should be spent. However, if the County became too involved in the daily operation of the Library, it might, by default, become a direct County operation (see Legal Opinion, John Dubay, Miscellaneous, Attachment A).

Library Governance Options

SUMMARY

In summary, the additional dollars needed to absorb the current library employees range from \$820,162 to \$1,553,542. No true excess funding in the L.A.P. pension plan exists but rather a \$700,000 unfunded liability. Although, initially only a minimum of new staff would need to be hired if the County assumed control of the Library, some job displacement can be expected. Finally, switching to the way the County does business will likely cause a significant disruption to both the Library and the County's administrative services for a temporary period of time. This, of course, would also involve the costs associated with conversion.

On the other hand, leaving the administration of the Library to the Trust would probably result in little disruption to the current way the Library does business. The County's relationship to the Library would remain the same as it is today. The Trust, however, would likely have an obligation to bargain in good faith with the library union. Finally, direct advocacy for library issues could be enhanced under the Trust arrangement.

An interim approach is not likely to succeed because of the inherent uncertainty about who is in charge and for how long. Such an approach would likely affect the hiring of a executive director for the library as well as the morale of library employees.

1044G/BS

Attachment List
Policy Options
Governance of the
Multnomah County
Library

- Labor Relations

- A. Memorandum from Kenneth Upton to Linda Alexander, "Labor Relations Aspects of a Change of Governance of the Multnomah County Library," dated December 11, 1989
- B. Memorandum from Mark Williams to Ken Upton, "Request for Legal Opinion -- Library Governance Policy Option," dated November 30, 1989
- C. Labor Agreement, "AGREEMENT BETWEEN THE LIBRARY OF ASSOCIATION OF PORTLAND AND MULTNOMAH COUNTY LIBRARY UNION, Contract for 1989-1992," executed July 12, 1989
- D. Labor Agreement, "1988-1991 AGREEMENT BETWEEN MULTNOMAH COUNTY, OREGON AND MULTNOMAH COUNTY EMPLOYEES UNION LOCAL 88, AFSCME, AFL-CIO," executed September 1, 1988. (See back pocket of binder.)

- Personnel

- A. Memorandum from Susan Ayers to Ken Upton, "Library Transition Impact on Personnel Services," dated December 8, 1989.
- B. Study document, "Library Transition Project Salary Cost Background Material," with attached documents. Prepared by Personnel Section, Employee Services Division, Lloyd C. Williams, Director, dated December 1989.

- Pension

- A. Study document, "Multnomah County's Study of the Retirement Plan for Employees of the Library Association of Portland", prepared by Mark O. Johnson, F.S.A., Consulting Actuary, Milliman and Robertson, Inc., dated December 8, 1989.

- Budget

- A. Memorandum from Shaun Coldwell to Ken Upton, "LIBRARY COSTING -- AS AN AGENCY OF MULTNOMAH COUNTY," dated December 8, 1989.

- Support Services

- A. Memorandum from Craig Calkins and Jim Emerson, "Anticipated Effect of Library Transfer on Facilities and Property Management," with attached documents, dated December 1, 1989.
- B. Memorandum from Tom Guiney to Kathy Busse, "Multnomah County Library," dated November 29, 1989. (Note: Subject - Fleet Needs.)
- C. Memorandum from Dave Boyer to Kathy Busse, "Library Impact on the Finance Division," dated November 27, 1989.

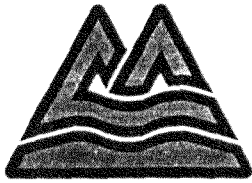
- D. Memorandum from Lillie Walker to Kathy Busse, "ASSUMPTION OF MULTNOMAH COUNTY LIBRARY COST/BENEFITS," dated December 1, 1989. (Note: Subject - Purchasing.)
- E. Memorandum from Jean M. Miley to Kathy Busse, "Assessment of Library Transfer Issue," dated November 29, 1989. (Note: Subject - Risk Management.)
- F. Memorandum from Jim Munz to Kathy Busse, "Library," dated November 30, 1989. (Note: Subject - Data Processing and Voice Communication.)
- G. Memorandum from Tom Simpson to Kathy Busse, "Library's Effect on County Indirect," dated December 4, 1989. (Note: Subject - Indirect Cost.)
- H. Study document to file, untitled, regarding positions in library central administration, from Kathy Busse, dated December 11, 1989.

Miscellaneous

- A. Memorandum from John L. DuBay to Ken Upton, "Library Matters," with attached documents, dated December 4, 1989. (Note: Subject - Non-Labor Legal Issues.)

9127F/KU/1b

Labor Relations



MULTNOMAH COUNTY OREGON

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MEMORANDUM

TO: Linda Alexander, Director
Department of General Services

FROM: Kenneth Upton, Labor Relations Manager 

DATE: December 11, 1989

SUBJECT: Labor Relations Aspect of a Change of Governance of the
Multnomah County Library

1. Introduction

In preparation for this memorandum I requested three separate analysis which are contained in separate documents, the reading of which is presupposed in the discussion below, specifically.

- Legal Memorandum from Mark B. Williams, "Request for Legal Opinion - Library Governance Policy Option", dated November 30, 1989, Labor Relations Attachment B.
- Actuarial Memorandum from Mark Johnson of the Milliman and Robertson Actuarial firm, dated December 8, 1989, Pension Attachment A.
- The costing memorandum dated December 8, 1989 from Shaun Coldwell, Budget Analyst, based on analysis in substantial part by Susan Ayers, Senior Employee Services Analyst, which includes costing at three levels, Budget Attachment A:
 - A low cost option with no change in base rates;
 - An option based on the reclassification rules of the Local 88 contract; and
 - An option, or more properly a result, of computing the final or "equilibrium" cost of application of the reclassification rule above, i.e. what will the additional cost of these employees be in the future when they have achieved the same step in the new range as they have in the current LAP range?

2. Discussion

A. LAP to Trust

Two of the policy options would involve a movement from the LAP to Trust, in one instance as a final form of governance, and in the other instance as a transitional form of governance. Mark Williams' Legal Memorandum (pp. 3-4) speaks to the labor relations issues involved in such a transfer. These labor matters would be of direct concern of the Trust and not the County. One could reasonably assume that something akin to a continuation of the existing agreement between the LAP and the Library Union would flow from a Trust arrangement, but such an assumption could in no way substitute for any legal duty the Trust may have to bargain in good faith with the duly recognized bargaining agent of the library employees.

B. LAP to County

Two of the policy options for the Board involve immediate or eventual transition to direct County governance. The legal opinion of Mark Williams indicates that the County has essentially already generically pre-bargained the terms and conditions of such a transfer of Library employees to the County (see pp. 4-5). As indicated in Shaun Coldwell's costing memorandum and in other support documents, such an immediate transition would, have major fiscal impacts, including:

- A major direct impact on wages due to the County's higher wage scale.
- A major secondary impact on wages through the PERS "Pick up" (6%), in addition to the direct higher cost of PERS
- Potentially, an additional wage impact or layoff impact, depending on staffing options, as many full-time library employees move from a seven and one-half hour day to an eight hour day.
- A health and welfare impact as a more expensive health and welfare package is implemented, including the optional sick leave in application to final average salary PERS option and a pre-funded partial payment of retirement medical until medicare.

On the negative side for at least some employees or ex-employees would be potential implementation of:

- A less generous vacation plan for many employees (Compare Library Union Contract, page 19 with Local 88 Contract, pages 18-19, Labor Relations Attachments C and D.)

- A sick leave plan which while on the average similar to that enjoyed by the County is structured such as to benefit different employee categories. (Compare Library Union Contract, pages 21-22 with Local 88 Contract, page 21.)
- A terminated pension plan for existing retirees which would not provide for discretionary cost of living increases. (See Actuary's memorandum.)
- A terminated pension plan which would not provide future library retirees with discretionary cost of living increases and would adversely affect retirement income by calculating benefits based on income at plan termination date. (See Actuary's memorandum.)

Major adverse contractually based impacts on management could include:

- Movement from assignment as a management right to a seniority based shift and work assignment system. (Compare Library contract, no reference, with Local 88 pp. 94-98.)
- Movement to a "contiguous days-off system" from a contract which allows split weekends. The County gives employees a two day weekend every week. The Library contract requires only one such weekend a month. (See Library Union Contract, page 16 and Local 88 Contract, page 44.)
- Transition into a system in the midst of a classification and compensation study. (Note: The further financial impact of this study on the Library has not and perhaps cannot be analyzed.)

Given the above potential impact, some have suggested that a transitional arrangement be bargained, what I have labeled a "catcher's mitt" amendment. The purpose of such an amendment would be to ease or eliminate adverse impacts of such a transition by pre-specifying differences in the wages, hours, and working conditions of transitioned library employees. Such an amendment would be legal (See Mark Williams' memorandum, pages 4-5) A few preliminary remarks concerning this approach would appear in order:

- Normally such an amendment would govern only the first year of the transition, since the Local 88 contract expires July 1, 1991. The County could declare its general long-range intent, e.g. "The transition will be very gradual." This, however, would not have a predictable, binding effect on future contract negotiations or outcomes.
- To firmly decide on the County option and then to bargain the particulars would be counter-indicated from a strategic bargaining perspective, since with respect to many particulars the Union option would be the more expensive current County benefit, i.e. the option available under existing contractual terms absent a "catchers mitt".

Given the above, if after review of the financial impacts, there is significant Board interest in active pursuit of the County option, an executive session would appear in order to discuss these issues. To cite but one example, the actuarial analysis cited above addresses several pension options in the event the County option is of Board interest. These options:

- \$425,000 Guarantee of cost of living for existing retirees. (Bargaining concerning retirees is not a mandatory subject of bargaining.)
- \$1,500,000 Guarantee the payment of pension benefits for frozen service for existing employees in accordance with Final Average Salary at retirement rather than at plan termination.
- \$275,000 Cost of living for frozen service years for existing employees at time of retirement.

Total \$2,200,000 (Present value dollars)

The present value of extending the above benefits would thus significantly exceed the \$1.5 million of current excess in the LAP Pension Fund. Addressing the above cited substantive pension issues, by the cited mechanisms or others, and dealing with any resulting funding gap is but one of the many issues which might potentially be subject to discussion with Union as part of a "catcher's mitt" process. (See Section III, Actuary's report).

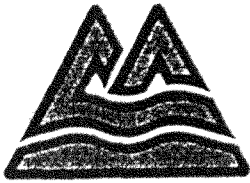
3. Operational Impact on Labor Relations as a Function

Adding several hundred employees to the County workforce, particularly if transitional bargaining were in order, would substantially increase the 1990 workload of this section. Much of this workload impact would probably be dealt with in the six months prior and following any merger into the County. Following transition, the impact of a new group of employees absorbed into an existing bargaining unit would be difficult to predict, since the workload would be largely related to matters of contract administration and grievance handling. Experience has indicated that numbers of employees is not directly predictive of workload. Thus the roughly 16% increase in workload might be related to a substantially lower, or higher, workload impact depending on contractual relationships. It would also be anticipated that the existing personnel staff at the library would be helpful in dealing with workload. On balance no additional staff would appear initially warranted on a permanent basis until actual impact has been assessed. Temporary or professional service monies might be necessary depending on Board direction.

9025F/KU/1b

cc: Kathy Busse
Barbara Simon

File: Library Governance Options - Labor Relations Considerations



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H. H. LAZENBY, JR.
PAUL G. MACKAY
MARK B. WILLIAMS

TO: Ken Upton, Manager
Labor Relations 106/1430

FROM: Mark B. Williams *MBW by mw*
Assistant County Counsel

DATE: November 30, 1989

Re: Request for Legal Opinion -- Library Governance
Policy Option

I. INTRODUCTION

You have requested a legal opinion regarding potential collective bargaining representation of employees of the Multnomah County Library in the event that the County were to take direct control of the library.

Due to the number and complexity of the questions you have posed, I will attempt to answer each of them separately at the outset and provide my reasoning later in this document.

II. QUESTIONS PRESENTED AND SHORT ANSWERS

Question No. 1: Would library employees transferred to Multnomah County be placed automatically in the Local 88 General Employees' Bargaining Unit or would there be a substantial basis for a legal challenge to such a unit?

Short Answer to Question No. 1: Library employees transferred to Multnomah County would be placed automatically in the Local 88 General Employees' Bargaining Unit. The

question of whether there would be a substantial basis for a legal challenge to such a unit involves several considerations. First of all, any eventual agreement between the Library Association of Portland and Multnomah County could contain provisions which would create a substantial basis for a legal challenge to such a unit. This could occur if Multnomah County agreed to assume "all contracts." Barring such a contract clause, there are two ways in which a legal challenge to automatically placing library employees in the Local 88 bargaining unit could be brought:

1. The Multnomah County Library Union could demand bargaining and the County could refuse. The union's remedy in such a case would be an unfair labor practice (ULP) charge before the Employment Relations Board of the State of Oregon (ERB) alleging unlawful refusal to bargain.
2. A unit clarification or other type of proceeding could be brought at ERB alleging that the library employees do not share a sufficient community of interest with the rest of Multnomah County's employees to warrant inclusion in the greater Local 88 bargaining unit.

I conclude that neither of the above actions are likely to prevail, because of the nature of our current agreement with Local 88 and due to ERB's general policy favoring "wall-to-wall" bargaining units. Thus, it is my opinion that library employees transferred to Multnomah County would most likely be automatically placed, or "accreted" into the Local 88 bargaining unit, and that any legal challenges to this accretion would likely fail.

Question No. 2: If the library employees were transferred to the general employees bargaining unit, what obligation, if any, would there be to bargain regarding the impact of that transfer?

Short Answer to Question No. 2: Strictly speaking, there would be no duty to bargain regarding the impact of that transfer. However, bargaining issues would arise under operation of the County's collective bargaining agreement with Local 88, which contains provisions requiring the County to set a wage range for new employment classifications and notify Local 88 of the range and its effective date. Under the terms of the effective bargaining agreement (CBA), Local 88 may either accept the established range or within 10 working days from the receipt of the County's notice, notify the County of its desire to enter into discussions concerning the wage range

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for the new classifications. Thus, although we are not required to bargain with Local 88 by law, Local 88 may, at its option, require the County to enter into discussions concerning the wage range for any and all new classifications created by the County.

Question No. 3: What problems, if any, exist under the National Labor Relations Act (NLRA) regarding successorship in the event of a transfer, i.e., a transfer to either the County or Trust from the Library Association?

Short Answer to Question No. 3: I do not believe that any problems exist under the NLRA regarding successorship in the event of a transfer of employees to the County. Under ERB precedent, the Board would look to the language of Multnomah County's existing recognition clause with Local 88 in order to determine if any transferred employees should be included in the existing Local 88 bargaining unit. The way that the Multnomah County Library union could raise issues of successorship would be to demand to bargain with the County, and upon refusal of that demand, file an unfair labor practice charge with ERB. In considering whether the doctrine of successorship applies, ERB will follow federal law. Under ERB and NLRB case law, a condition precedent to a finding of successorship is that the bargaining unit for which successorship is urged must "continue to be appropriate." Generally, ERB favors wall-to-wall bargaining units and will require that "compelling circumstances" be shown before fragmenting the Local 88 bargaining unit into a separate unit for the library employees.

Additionally, even if the principles of successorship did apply, the County would not be bound in any way by the labor agreement between the library union and the library association, unless the County intended to become bound by that document.

Thus, I conclude that any challenge to inclusion of the library employees in the general Local 88 bargaining unit based on successorship issues under federal or state law would be unlikely to prevail.

However, a different question exists with respect to a transfer of the Library Association of Portland to the "Trust." This situation is different because the library employees would not be merged into a larger bargaining unit which is already represented and governed by a "collector clause." Instead, the library employees would simply be transferred from the Library Association of Portland to the

"Trust." Under this situation, the Trust would still not be bound by the terms of the labor agreement between the Library Association of Portland and the Multnomah County Library Union unless the Trust at some point indicated an intention to become bound. Without any information on the history of the Trust's dealings with the Library Association of Portland and the union, I can express no opinion on whether the Trust will be bound by the labor contract. It is, however, likely that the Trust would have an obligation to bargain with the Multnomah County Library Union in good faith, since it is likely under successorship principles that the union would remain the collective bargaining agent of the library employees in the event of a transfer from the Library Association of Portland to the "Trust."

Question No. 4: Under the Oregon Public Employees Collective Bargaining Act (PECBA) would it be legal to prebargain a binding amendment to the Local 88 contract which prespecifies the wages and terms of employment of the library employees prior to such employees being County employees or members of the Local 88 bargaining unit?

Short Answer to Question No. 4: It is my opinion that the collective bargaining agreement between Multnomah County and Local 88 has already prebargained this issue. The CBA provides that the County recognizes Local 88 as the representative of all County employees in the classified service, with some exclusions, most notably "employees certified to another bargaining unit." The CBA also reserves in the County certain management rights, including the exclusive right to hire additional employees. However, the County's right to create new classifications is limited by sections of the CBA which require the County to "set a wage range for the classification which is reasonably related to wage ranges for comparable positions in comparable labor market areas for the classification and to wage ranges for existing classifications" in the Local 88 bargaining unit. As previously noted, the County must notify the union of the range and its effective date, and the union may either accept that range or notify the County of its desire to enter into discussions concerning the wage range. In the event that the County and Local 88 are unable to agree upon a reasonable wage range, the dispute will be resolved through the grievance procedure, culminating in binding arbitration by William H. Dorsey, the permanent arbitrator for classification issues.

Thus, the CBA already contains provisions which would appear to govern the transfer of library employees to the Local 88 bargaining unit. However, the CBA also allows the County

and Local 88 to voluntarily enter into amendments to the collective bargaining agreement. Thus, there appears to be no reason why Local 88 and the County could not voluntarily amend the CBA so as to provide a different method for handling transfers. However neither Local 88 nor the County could force the other to negotiate an amendment to the CBA.

One complicating factor exists as a result of the current CBA between the County and Local 88, which provides that all employees acquired by the County as a result of a take-over of a facility "shall be entitled to all rights and benefits granted employees under this agreement and ORS 236.610 through 236.650." This contract provision increases the likelihood that ERB would find that library employees transferred to the City of Portland would be included in the Local 88 bargaining unit. It also increases the likelihood that no prior bargaining would be required, since 88 has already negotiated an agreement entitling new employees to "all rights and benefits granted . . . under this agreement." The statutes referred to in this section deal with the transfer of public employees to other public employers or to nonprofit corporations taking over the activities of a public employer. The statutes on their face would not apply to the transfer of employees of a private nonprofit association to a public employer. However, the language of the CBA is ambiguous in that it could be argued that it gives any employee acquired by the County, public or nonpublic, the rights accorded public employees by ORS 236.610 et. seq. While this may be an unlikely result, the viability of such an argument would depend upon the bargaining history of this section.

III. ANALYSIS AND DISCUSSION

A. Applicable Collective Bargaining Agreements

In analyzing the questions that you have presented, I turn first to the applicable collective bargaining agreements. The CBA between the Library Association of Portland and the Multnomah County Library Employees Union contains the following provision:

"The Association's obligations hereunder shall cease to accrue on the date it no longer has the responsibility for public library operations in Multnomah County and it shall have no liability for wages, hours or conditions of work of bargaining unit members thereafter."

Additionally, there are several provisions of the Local 88 CBA which are crucial to these questions. Of greatest importance is Article 3, Section 1, the recognition clause. The County has recognized Local 88 as the sole and exclusive bargaining representative of all employees in the County's classified service except those specifically excluded in the article. The only exclusion which is relevant to this dispute is the exclusion of "employees certified to another bargaining unit." Article 3, Section 1(c). This is a collector clause which makes all Multnomah County employees who are not represented by another union members of the Local 88 bargaining unit. This clause is particularly important in light of ERB precedent which has generally enforced these clauses.

Additionally, Article 4 of the Local 88 CBA, "Management Rights," reserves to the County the exclusive right to exercise the customary functions of management including but not limited to directing the activities of the departments, determining levels of service and methods of operation, and the right to hire, determine staffing, work schedules and assign work. This management rights clause would undoubtedly include the exclusive right to decide whether or not to acquire the Library Association of Portland and whether or not to hire the current employees of the association. However, the County's right to create a new department and hire new employees is subject to the negotiated procedure for dealing with new employees. First of all, Multnomah County is obligated to follow the rules of its own civil service system. Under state law, the County is entitled to adopt its own civil service ordinance and rules, provided that the County system of civil service "substantially accomplishes the general services" of the state statutes governing civil service. The Multnomah County Home Rule Charter, in turn, provides that the classified service of the County shall consist of all positions in the government of the County except elective officers, their personal assistants and secretaries, department heads, and employees excluded by County ordinance. Home Rule Charter § 7.10. The Charter goes on to require that the Board of County Commissioners proscribe the details of a civil service system by ordinance. Charter 7.30. The Board of County Commissioners has enacted a comprehensive civil service ordinance, MCC 3.10, which requires inter alia that the personnel officer shall prepare and maintain a classification plan which groups all positions in the classified servicing classes based on their duties, authority and responsibilities, etc. MCC 3.10.150(a).

The collective bargaining agreement with Local 88 ties into the County classification system. First of all, the County recognizes Local 88 as the representative of all employees in

the County classified service "as set forth in MCC 3.10." Article 3 § 1. The County's agreement with Local 88 to set certain wages for certain positions is encompassed in Addendum A of the CBA, which lists each job in the Local 88 bargaining unit by classification number, job title, and appropriate wage levels. The CBA contemplates that new classifications not listed in Addendum A could be established by the County, and provides that when they are established, the County must:

Set a wage range for the classification which is reasonably related to wage ranges for comparable positions in comparable labor market areas for the classification and to wage ranges for existing classifications in Addendum A. Local 88 CBA, Article 23 § 3(a).

Once the County sets the wage range, this begins a procedure which can result in binding arbitration if the County and Local 88 are unable to agree on the appropriateness of the wage level for the new classification. Article 23 § 3(b) requires that the County notify Local 88 of the wage range and its effective date upon setting of the wage range. Local 88 may either accept the established range or within 10 working days from receipt of the County's notice, notify the County of its desire to enter into discussions concerning the wage range for the new classification. This would create an obligation on the County's part to discuss the wage range with Local 88.

In the event that Local 88 and the County are unable to agree upon a reasonable wage range, the CBA provides for binding arbitration in order to resolve the dispute. Article 23 § 3(c).

Thus, assuming that Multnomah County acquires the operations and the employees of the Library Association of Portland, the civil service rules and the Local 88 contract envision the following procedure:

1. The personnel officer would be required to create new classifications in accordance with the civil service ordinance reflecting the duties and responsibilities of the newly hired library employees.
2. The County would then be required to set a wage range for the classification which is reasonably related to wage ranges for comparable positions in comparable labor markets for the classification and to wage ranges for existing classifications in the Local 88 bargaining unit.

3. The County would then be required to notify the union of the wage range and its effective date for each specific classification.
4. Local 88 would then have the choice of accepting the established range or notifying the County within 10 days of its desire to discuss the wage range for the new classification.
5. In the event that the County and Local 88 are unable to agree upon a reasonable wage range, the dispute will be resolved through binding arbitration.

Additionally, any Multnomah County Employee has the right to request reclassification if they think they have been improperly classified. Article 23 § 2(a). This would include newly hired library employees. If the employee initiated request for reclassification is denied, Local 88 would have the right to request binding arbitration in order to resolve the dispute. Article 23 § 2(b), (c).

Thus it is clear that the Local 88 CBA already contains provisions which could govern the transfer of library employees to the County in the event the Board decides to proceed with that option. Questions of whether any transferred employees would properly be within the Local 88 bargaining unit and whether these procedures can be modified by voluntary agreement between County and Local 88 will be addressed below.

IV. PECBA CASE LAW

The transfer of the Library Association of Portland and its employees to Multnomah County involves issues of successorship and accretion. Both of these issues have been examined by ERB on a number of occasions. In ONA v. University of Oregon Medical School, C-129 and C-170, 1 PECBR 67 (1974), a hospital previously operated by Multnomah County was acquired by the State of Oregon. At the time of acquisition, the Oregon Nurses Association (ONA) represented a collective bargaining unit consisting of registered nurses at the Multnomah County hospital. ONA also represented the registered nurses at the University of Oregon Medical School. The medical school contended that the nurses at the newly acquired former County hospital merged into the existing bargaining unit at the medical school. ONA disagreed, and sought to maintain two separate bargaining units. Complicating the matter further, Multnomah County represented to the nurses at the Multnomah County hospital that the state would honor their collective

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bargaining agreement until it expired. The State of Oregon, however, never agreed to honor the contract. ERB concluded that the state was not bound by the CBA between the County and ONA, because the state had never agreed to be so bound and there was no successor clause in any contract between the County and the state:

An announcement of an intent to honor an agreement to its termination carries no committal pro or con past that date.
1 PECBR at 71.

* * *

The United States Supreme Court in NLRB v. Burns International Security Service, Inc., 406 U.S. 272, 80 LRRM 2225 . . . held that a successor employer who had not intended to be bound by a contract existing between its predecessor and a union was not in fact bound by the contract. . . .

The contract in existence between Multnomah County and the Nurses Association has no compulsion in the state. There is no privity of parties and the contract effect as to successors does not make it so without some act of the state subjecting itself to the contract."

1 PECBR at 71

The Board agreed with the state that the incoming nurses who used to work for Multnomah County were merged into the existing bargaining unit at the University of Oregon Medical School, since there were no distinguishing factors between these two separate groups of employees.

A different situation was presented in OSEA v. Department of Fish & Wildlife, C-139-77, 3 PECBR 1816 (1978), where the State Department of Fish was merged with the State Department of Wildlife to form a new "Department of Fish and Wildlife." The united commission was created as a successor to the two prior commissions, each of which had a certified bargaining unit. The Board adopted federal precedent holding that:

Where there is a continuity in the work force, a continuity in the employing industry and a continuity in the

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appropriateness of the bargaining unit, a successor employer has an obligation to recognize and bargain in good faith with the labor organization which represented the predecessor's employees. However, the successor employer cannot be held to an involuntary assumption of the predecessor's labor agreement.

3 PECBR 1819; See also, NLRB v. Burns International Security Service, Inc., 406 U.S. 272, 80 LRRM 225 (1972); Howard Johnson Company, Inc. v. Detroit Local Joint Executive Board, Hotel & Restaurant Employees, 417 U.S. 249, 86 LRRM 2449 (1974).

In applying this analysis to the facts of the case, ERB concluded that there was a "continuity in the work force" and a "continuity in the employing industry." However, the Board found that there was not a "continuity in the appropriateness of the bargaining unit" because there were separate bargaining units in the predecessor Fish and Wildlife Commissions, and the combining of those commissions did not create a single agency-wide bargaining unit. Thus, because the separate bargaining units became inappropriate when the two commissions were combined, the principles of successorship did not require the new Fish and Wildlife Commission to bargain in good faith with the union.

Thus successorship will only be found when all three factors can be proven, including the continued appropriateness of separate bargaining units. This is unlikely in most cases, because ERB discourages "fragmentation of a work force and has discouraged the splintering of existing units without compelling circumstances existing and proven." OSEA v. Deschutes County, ERB C-177-77, 3 PECBR 2018, 2022 (1978), see also, Teamsters & Chauffers Local Union No. 281 v. North Clackamas School District No. 12 and OSEA, C-67-75, 1 PECBR 543 (1976). Indeed, the appropriateness of wall-to-wall units has become a matter of faith with ERB, particularly where county governments are concerned.

It is so well established as to be axiomatic that this Board has a strong preference for broad, "wall-to-wall" bargaining units of public employees. This Board has with few exceptions adhered to that policy despite numerous union attempts to establish small, fractional bargaining

units and employer attempts to prevent establishment of broad all-encompassing units. The often repeated maxim is that a wall-to-wall unit will be designated unless an employee sub-group has been shown to have so distinct a community of interest as to make an overall unit inappropriate or unless other "compelling reasons" exist warranting establishment of a separate unit for some portion of the work force. . . .

This Board has a long history of applying its wall-to-wall preference to counties so as to include in one overall unit the employees from all county departments, even though some such departments may be functionally and operationally separate.

Oregon AFSCME Council 75 v. Wallowa County,
RC 52-87, 10 PECBR 278 (1987) (citations
omitted).

The case closest to the situation envisioned by a county take-over of the Library Association of Portland is IBEW Local Union 659 v. City of Klamath Falls and AFSCME Local 2451, C-106-78, 4 PECBR 2178 (1979). In that case, The International Brotherhood of Electrical Workers (IBEW) had been the exclusive representative of a bargaining unit consisting of construction and maintenance employees of the Oregon Water Corporation, a private corporation, at both of its plants. The City of Klamath Falls bought the Klamath Falls operations of the Oregon Water Corporation and incorporated all of the functions and employees of that part of the corporation into the City of Klamath Falls as the Klamath Falls Water Department. At the time the Klamath Falls facility of the Oregon Water Corporation was purchased by the City, the corporation and IBEW were parties to a collective bargaining agreement which contained the following successorship provision:

This agreement shall be binding upon the successors or assigns of the company and the provisions and terms hereunder shall not be affected or changed in any respects by the consolidation, merger, sale or transfer of the company.

4 PECBR at 2182.

The City of Klamath Falls, in turn, was a party to a

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collective bargaining agreement with AFSCME which provided that the bargaining unit consisted of all regular fulltime employees of the City who were not included in other bargaining units, a provision extremely similar to the existing contractual agreement between Multnomah County and Local 88.

The IBEW demanded that it be recognized as exclusive representative of the Water Department employees for collective bargaining purposes. Klamath Falls refused, on grounds that these employees would be merged into the City work force as members of the Public Works Department and thus would become part of the AFSCME bargaining unit. After the City's refusal, IBEW filed a petition with ERB requesting certification as the exclusive bargaining representative of the employees of the new City Water Department.

As a threshold matter, ERB held that the doctrine of contract bar did not apply, because the AFSCME contract was in its third year at the time the petition was filed. On the merits, ERB held that the former employees of the Oregon Water Corporation were merged into the City's work force and no longer constituted an appropriate separate bargaining unit. ERB held that successorship issues cannot be raised by filing a petition for certification. The purpose of the successorship doctrine is to require a successor employer to bargain in good faith with the labor organization that represented its predecessor's work force. If a party wishes to invoke the successorship doctrine, it must file an unfair labor practice against the employer based on its refusal to recognize or bargain with it as exclusive representative of the employees it contends it represents. By choosing instead to file a petition for certification, IBEW submitted the case on the basis of community of interest factors rather than on strict principles of successorship. ERB noted that the criteria for determining successorship status is similar to the community of interest factors used in designating appropriate bargaining units, but that the two are not identical:

"[S]ome of the factors used in determining whether or not successorship status is indicated are: continuity in the work force, continuity in the employing industry, continuity in the appropriateness of the bargaining unit, and the impact of a hiatus in operations . . . The community of interest factors used in designating appropriate units, on the other hand, include such diverse criteria as wages, hours, similarities of duties, skills,

history of collective bargaining, desires of employees, integration of work function, interchange among employees, centralization of management, supervisory hierarchy, etc.

4 PECBR at 2189-90, Note 11.

Even so, ERB went on to address the successorship argument raised by IBEW, holding that "a condition precedent to a finding of successorship is that the unit for which successorship is urged must remain intact and continue to be appropriate." 4 PECBR at 2185. ERB concluded that the unit petitioned for by IBEW was no longer appropriate, because a small number of employees previously represented by IBEW were merged into a larger work force in which the pattern of representation had always been based on an overall unit exclusively represented by AFSCME:

The effect of designating . . . a separate bargaining unit would be to destroy the existing collective bargaining relationship, whereby all nonuniformed employees of the city are represented in one overall bargaining unit. It is the policy of this Board, that it will, in the absence of compelling circumstances, reject the establishment of separate bargaining units where the effect would be to splinter established units.

4 PECBR 2186.

The Board concluded that the acquisition of the Klamath Falls facility of the Oregon Water Corporation and the placement of its former construction and maintenance employees into the city's water division should be treated as an accretion to the existing bargaining unit.

Thus, it appears that regardless of whether this type of situation is analyzed as a successorship issue or as a petition for certification, the most important factor will be the overriding policy of maintaining existing stable collective bargaining relationships, and avoiding splintering of existant wall-to-wall units.

A similar result occurred when the City of Roseburg took over the Roseburg operations of the Oregon Water Corporation in IEBEW Local 659 v. City of Roseburg, C-42-78, 4 PECBR 2211 (1979). ERB once again found that the Water Corporation's

employees had been accreted into the City of Roseburg's existing collective bargaining unit, holding that:

The doctrine of successorship is not applicable in cases where a smaller operation is merged into a much larger operation, because in such cases, there is no continuity in the work force. Rather, the real issue in such cases is whether the smaller unit is still appropriate in view of the consolidated operations. To resolve that issue, this Board is required to apply the standard criteria for designating appropriate bargaining units.

4 PECBR at 2216.

Once again, ERB turned to its policy of not fragmenting bargaining units in declining to designate as appropriate a separate bargaining unit for the water division employees. Additionally, ERB held that the water corporation's employees' long bargaining history with the Oregon Water Corporation (since 1937) was outweighed by the fact that they became a part of a much larger work force, the City of Roseburg. Moreover, the desires of the transferring employees in favor of separate unit status, while relevant, are not, in and of themselves, controlling. An additional factor to be considered is what effect creating a separate bargaining unit would have on the city's traditionally stable labor relations.

Thus, when positions are added to a public employer during the term of a valid collective bargaining agreement, ERB will generally view the issue as involving "accretion rather than a question of representation." OSEA v. Josephine County School District, C-260-79, 5 PECBR 305 (1980). The most important factor is the recognition clause currently contained in the valid collective bargaining agreement:

When presented with a question of accretion to a recognized bargaining unit, focus must be directed to the recognition clause of the collective bargaining agreement. The question is not whether this Board would have included these employees in the unit as a result of a representation proceeding under ORS 243.682(1), but, rather, whether the positions are reasonably included or excluded by the language of that recognition clause.

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5 PECBR at 3054.

The Board has reiterated the importance of the certification description on numerous occasions:

This Board generally will look only to the express language of the certification description or of the collective bargaining agreement in deciding whether the disputed positions are included or excluded. The express terms of the certification or agreement clearly must not include the disputed positions for this Board to find that they are excluded from the unit. Doubts will be resolved in favor of inclusion in the unit. Salem Education Association v. Salem School District, C-262-79, C-2-80, and C-73-80, 6 PECBR 4557, 4572-4573 (1981), cited in Oregon AFSCME Council 75 v. Union County, UC-81-87, 10 PECBR 354 (1987).

A similar result occurred in AFSCME Local 2451 v. City of Klamath Falls and Klamath Falls Municipal Airport Employees Association, C-108-80, 5 PECBR 4436 (1981), where the city of Klamath Falls took over an airport which had previously been privately run. Prior to becoming city employees, the airport employees were not represented. The airport employees went on to form their own union which was recognized by the city of Klamath Falls under its own municipal labor relations ordinance, a procedure which was subsequently found to be unlawful by the Supreme Court. At any rate, because the city recognized AFSCME as the exclusive representative of all regular employees of the city who were not included in other bargaining units, ERB held that the incoming airport employees were included in the AFSCME wall-to-wall bargaining unit as of their hiring dates. ERB declined the city's invitation to find that the airport employees themselves constituted an appropriate bargaining unit due to the policy against proliferation of bargaining units. ERB also found that an election was not required among the airport personnel before they could be added to the AFSCME unit, concluding that adding the airport personnel to the AFSCME unit would not expand the bargaining unit itself, even though the number of employees in the unit would increase. Because the whole system of exclusive representation is designed to promote stability in labor management relations, including limitations on elections, it would not be in the interests of stability to require new employees to vote before being added to the bargaining unit when their positions clearly fall within the description of the already recognized or certified unit. 5 PECBR at 4443. The desires of the employees constitute one factor to be considered in determining appropriate units, but they cannot in and of

themselves be cause to splinter a bargaining unit if no other compelling reasons are present.

V. CONCLUSION

I conclude as follows:

1. If Multnomah County assumes the operations of the Library Association of Portland, any incoming Library Association employees will be accreted into the general Local 88 bargaining unit.
2. If the Multnomah County Library Employees Union wishes to challenge this action, it has two options:

(A) It can demand that the county bargain with it. If the county refuses, it can file an unfair labor practice charge with the Employment Relations Board asserting that the county had a duty to bargain and failed to do so. Such a charge would argue that principals of successorship require the county to bargain in good faith with the Multnomah County Library Employees Union as a successor employer. Because of ERB's policy against fragmenting existing wall-to-wall bargaining units with a history of stable labor relations, I find that it is unlikely that such an action would prevail. If the county receives such a demand to bargain from the Multnomah County Library Employees Union, I would advise the county to immediately file a petition for declaratory judgment or some other sort of proceeding with ERB so as to obtain an immediate answer to this question without incurring the risk of being found guilty of an unfair labor practice.

(B) The other option for the Multnomah County Library Employees Union if it wishes to challenge the accretion of its former members into the Local 88 bargaining unit is to file a petition with ERB seeking to designate the library employees as a separate bargaining unit with their own representative. Under contract bar rules, it is likely that such a maneuver could take place during the third year of the Local 88 contract. Because the factors ERB utilizes in determining appropriate bargaining units are extremely similar to the analysis employed in the successorship question, I also conclude that any such petition for a separate bargaining unit would be unlikely to prevail.

3. The CBA with Local 88 already contains provisions governing the creation of additional classifications and resolving disputes around those new positions. As a result, there is no duty to bargain on this issue, since the matter has already been "prebargained," and Article 26 of the CBA provides that the county "shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this agreement." However, a duty "to discuss" the appropriateness of wage levels for each new classification with the union does arise after wage levels have been set pursuant to the provisions of the Local 88 agreement.
4. I foresee no problems under principals of successorship with the county taking over operation of the functions of the Library Association of Portland. That is, it is clear that the county would not become obligated to the labor agreement already existing for the library employees unless the county intends to obligate itself. It is unlikely that the county would have a duty to bargain in good faith with the Multnomah County Library Employees Union, since applicable successorship principals make it unlikely that the county would become a successor employer. The more likely result is that the employees will be found to have accreted into the Local 88 bargaining unit.

There could, however, be problems if the library employees are transferred from the Library Association to "the Trust." The Trust would almost certainly become a successor employer for purposes of collective bargaining. Whether the Trust would also inherit the obligations of the union contract would depend upon whether the Trust has obligated itself to do so. Since I have no information on that, I cannot answer that question.

5. I see no problems in bargaining a binding amendment to the Local 88 contract which would prespecify the wages and terms of employment of library employees prior to such employees becoming county employees or members of the Local 88 bargaining unit. Contractual provisions already exist which will govern these incoming employees' transition into County service. Separate provisions of the collective bargaining agreement allow Local 88 and the County voluntarily to amend any section of the contract as they desire. However, if either party objects to amendment, there is no duty to amend nor is there any duty to bargain.

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I hope that this information has been useful to you.
Please feel free to contact me if you have any further
questions, concerns or needs for clarification.

ATTY7.6.mw

AGREEMENT

BETWEEN

THE LIBRARY ASSOCIATION OF PORTLAND

AND

MULTNOMAH COUNTY LIBRARY UNION

Contract for 1989-1992

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The Library Association of Portland (Library) and the Multnomah County Library Union (Union) agree as follows:

This contract is for the benefit of the Library and its employees, and shall be administered fairly and for the benefit of all.

ARTICLE 1 RECOGNITION

Section 1-1:

The Library recognizes the Union as the sole collective bargaining agent for regular full time and regular part time employees of the Library excluding temporary and on-call employees and any supervisory, managerial or confidential employee of the Library as defined by the National Labor Relations Act.

The Library shall provide the Union with a list of positions it considers exempt and any additions, deletions, or other changes in such list as they are made during the life of this Agreement.

Should the Union dispute the inclusion or exclusion of a position in the bargaining unit, the Union may refer the matter to the National Labor Relations Board or other such body that may have exclusive jurisdiction, for unit clarification.

Section 1-2:

A "regular full time employee" is defined as an employee who regularly works at least 75 hours bi-weekly on a permanent basis; a "regular part-time employee" is defined as an employee who regularly works less than 75 hours bi-weekly on a permanent basis; a "temporary employee" is defined as an employee hired or rehired for a special assignment, temporary work overload, or a leave of absence for a specific limited duration not to exceed six months. An "on call employee" is defined as an employee who works less than 150 hours in any calendar quarter.

ARTICLE 2 RIGHTS OF MANAGEMENT

Except as specifically and expressly restricted by this Agreement, the Library retains the right to hire, promote, transfer, discipline, discharge, improve efficiency, determine work schedules, evaluate work performance, contract for services of all types, determine methods, processes and means of providing Library service, increase or diminish operations or services in whole or in part, increase, diminish or change Library equipment, introduce new, improved or automated methods or equipment, assign employees to specific jobs, determine job content and job duties, combine or consolidate jobs to create new job classifications,

and in all respects to manage and operate its facilities and determine the manner in which it provides service.

ARTICLE 3 UNION SECURITY

Section 3-1:

It shall be a condition of employment that any employee of the Library employed on or after July 15, 1983 who is covered by this Agreement and who is or becomes a member of the Union on or after July 15, 1983 shall remain a member of the Union in good standing. It shall also be a condition of employment that any employee covered by this Agreement and hired on or after July 15, 1983 shall, immediately after the 30th day following the beginning of such employment, become and remain a member in good standing of the Union. Employees of the Library who are not members of the Union on July 15, 1983 and who do not thereafter become members of the Union, shall not be required to become or remain members of the Union as a condition of employment.

Section 3-2:

A member in good standing shall be defined as an employee who tenders the periodic dues uniformly required as a condition of acquiring and retaining membership in the Union.

Section 3-3:

Upon written notice from the Union of the failure on the part of any employee to tender dues as required, the Library shall discharge the employee within ten working days from the date of the written notice, provided that the Library need not discharge any employee if it has reasonable grounds for believing that such discharge would constitute a violation of state or federal statutes.

Section 3-4:

Any individual employee who has objection to the above based on a bonafide religious tenet or teaching of a church or religious body, of which he/she is a member, shall inform the Library and Union of his/her objection. Such employee shall be allowed to contribute an amount equal to uniform dues to a non-religious charity mutually agreed upon between the employee and the Union. The employee shall furnish written proof to the Library and the Union that this has been done.

Section 3-5:

By the Friday following the end of the pay period, the Library shall supply the Union with the following information:

- a. New appointments, full and part time: name, home address, department, part time hours, grade, step, and date of appointment. New appointments shall exclude temporary and on call employees until such time as they become regular employees.
- b. Notification of the following changes in status, and date of change, for personnel in the bargaining unit: salary, grade, step, date of change, department, home address, bi-weekly hours, and terminations.

Section 3-6:

At the beginning of this contract period, the Library will provide the Union with a list of all current employees in the bargaining unit and their salary placement.

ARTICLE 4 COLLECTION OF DUES

Section 4-1:

The Library agrees to deduct Union dues from the pay of any employee covered by this Agreement who so requests in writing, with the understanding that the employee may revoke the request in writing at any time.

Section 4-2:

Dues shall be deducted from the employees' first paycheck of each calendar month. Request for dues deduction or revocation of such request must be received on or before the last full calendar week of the month to be effective for the succeeding month.

Section 4-3:

The Union shall, one calendar week before the issuance of the first paycheck of each month, inform the Library of the exact amount of dues to be deducted on account of each newly enrolled employee, and any changes for currently enrolled employees. The Library shall pay dues deducted to the Union within 10 days of the date they are deducted. The Union shall save the Library harmless from any claim made which results from errors or alleged errors in information as to deductible amounts provided by the Union.

ARTICLE 5 UNION REPRESENTATIVES

Section 5-1:

Authorized representatives of the Union may visit the work locations of employees covered by this Agreement at reasonable times, provided that the Library shall be given reasonable

advance notice of the time and place of such visitation and that such visitations will not interfere with the work of employees.

Section 5-2:

The Union may designate one Steward for each building except the Central Library where the Union may designate seven Stewards. The Stewards shall be Library employees, and the Union shall notify the Library of the Stewards so appointed. The authority of the Stewards shall be to investigate grievances. Stewards shall not use Library paid time for their activities as Stewards and shall not interfere with the work of other employees.

Section 5-3:

The Union shall be provided space on one existing bulletin board in each building for posting Union notices and bulletins, except that at the Central Library space shall be provided on three bulletin boards, one on each floor.

Section 5-4:

Union members of the Joint Grievance Committee, up to a maximum of three members, may attend Joint Grievance Committee meetings without loss of pay for up to one hour a meeting for a maximum of two meetings a calendar month. In addition, if an employee must travel to the Central Library from his/her regular work location to attend such a meeting, he/she will be allowed a reasonable amount of time, as determined by the Library, for that one-way travel.

Section 5-5:

The Union may deliver its house organ, the Union Gap, delivery-ready to the Executive Secretary for the inter-library mail routing, but no more often than once per month.

Section 5-6:

The Union President, or his/her designee, may attend labor/management meetings in which the Library specifically requests Union representation, without loss of pay.

ARTICLE 6 NONDISCRIMINATION

In administering this Agreement, the Library and the Union shall comply with all applicable equal employment opportunity laws and will not discriminate against any employee because of race, color, sex, age (save for lawful minimum and maximum employment ages), religion, national origin, lawful union activity, sexual preference, political affiliation, and mental or

physical handicap (subject to the occupational requirements and the ability to perform the job).

ARTICLE 7 GRIEVANCE PROCEDURE

Section 7-1:

A grievance is a dispute by the Union or an employee as to the meaning or application of a specific provision of this Agreement. Any grievance not formally presented in writing within ten calendar days from the date the alleged cause of complaint occurs will be barred. However, the ten days may be waived when the Union can prove the employee was unaware of the alleged cause of complaint but in no case will a grievance be filed 60 days after the alleged cause of the complaint.

Section 7-2:

All grievances arising during the life of this Agreement are to be handled as follows:

Before proceeding with a formal presentation of a grievance, it may be presented verbally to the employee's immediate supervisor. If the grievance is not settled in the course of such discussion, it shall then become a formal grievance, which must be reduced to writing specifying the nature of the grievance, the provision of the contract in dispute, and the adjustment requested, with a copy for the Library Human Resources Director, Union President, Union Grievance Committee Chair, and grievant, and processed as follows:

Step I: The written grievance shall be presented to the immediate supervisor with a copy to the Human Resources Director, within the time limits set in Section 1. The immediate supervisor shall give a written answer within five calendar days after the written grievance is presented.

Step II: If a settlement is not reached in Step I, the grievance may be submitted in writing to the appropriate higher Library official within five calendar days following receipt of the Library's answer in Step I. The Library will provide a written answer to the grievance within ten calendar days of receipt of the grievance. The Union may file a grievance at this step.

Step III: If a satisfactory settlement is not reached in Step II, the grievance may be referred to a Joint Grievance Committee within fifteen calendar days of the receipt of the written response in Step II. The Joint Grievance Committee shall consist of three representatives of the Union, and three representatives of the Library. The Joint Committee will meet to resolve the grievance within fifteen calendar

days from the date the grievance was referred in writing to the Joint Committee. Each party shall bear its entire cost and expense of witnesses and representatives at the Joint Grievance Committee meetings, with the sole exception provided in Article 5, Section 4, Union Representatives. If the grievance is not resolved in Step III, it may be referred to arbitration provided it is so referred in writing within thirty calendar days of the Step III meeting.

Arbitration: Within five calendar days after referral to arbitration is made, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a list of seven arbitrators. The parties will select an arbitrator from this list. If the parties are unable to mutually agree on an arbitrator, they shall alternately strike one name until one name remains who shall be the arbitrator. A flip of the coin shall determine who shall strike the first name. However, at the request of either party made before names are struck, a new list will be obtained, and the same procedure will then follow. A new list may be requested only once. The parties may agree upon a revolving panel of not less than five arbitrators to be used in lieu of the Federal Mediation and Conciliation Service.

Each arbitration proceeding shall be held at a time and place mutually agreed upon by the Library and the Union. The arbitrator shall have no authority to add to, modify, or alter any of the terms of the Agreement. The sole authority of the arbitrator is to render a decision as to the meaning and application of this Agreement with respect to the dispute. No grievance award shall include retroactive pay extending for more than 60 days prior to the date of the formal submission of the grievance.

The decision of the arbitrator shall be final and binding upon all parties.

Section 7-3:

There shall be no strikes or lockouts arising out of any disputes between the Library and the Union, with the sole exception provided in Article 30, Duration of Agreement.

Section 7-4:

Each party to arbitration shall bear the entire cost and expense of its own witnesses and representatives. The fee and expenses of the arbitrator shall be borne equally by the parties.

ARTICLE 8 PROBATIONARY EMPLOYEES

Section 8-1:

Professional Service employees shall be considered as probationary for the first twelve months they are employed. All other employees shall be considered as probationary for the first six months they are employed.

Section 8-2:

The Library and Union may agree to extend the probationary period of an employee.

Section 8-3:

Should the Library discharge a probationary employee, such discharge shall not be subject to the grievance procedure.

Section 8-4:

The temporary employee who becomes permanent within the same job classification shall be deemed to be probationary from the original date of hire.

The temporary employee who becomes permanent in a job classification different from the temporary appointment shall be deemed to be probationary from the date of the permanent appointment.

ARTICLE 9 SENIORITY, LAYOFF AND RECALL

Section 9-1:

Principles of seniority, applied in accordance with the provisions of this Article, shall apply in layoff and recall of employees. Seniority is defined as length of continuous service with the Library. Continuous service shall not be regarded as broken by authorized leaves of absence extending for 60 days or less or absences due to on-the-job injury. During the above absences, seniority shall continue to accrue. In cases of authorized leaves of absence extending beyond 60 days (except leave for on-the-job injury) or regular employees who return to work for the Library within one year of termination, seniority shall not accrue during the absence but the employee will retain seniority credit for service prior to the absence.

Seniority, prior to March 26, 1979, is determined in accordance with the provision applicable prior to that date, and the determination will not be subject to the grievance procedure. Determination of seniority after March 26, 1979 shall be in accordance with the Agreement in effect at the time, and no

provision will be retroactive beyond the effective date of that Agreement.

Section 9-2:

In the event of layoff, seniority shall not accrue during the period of layoff but the employee will retain seniority credit for service prior to the layoff if the employee is recalled to work within 13 months of the layoff. Seniority credit shall be forfeited when an employee is discharged or is on layoff for over 13 months. Employees who are on layoff and not recalled after 13 months are terminated. Employees who are bumped to a lower level classification shall remain on a recall list for no longer than 13 months from the time of the bump.

Section 9-3:

A seniority list shall be maintained for all employees in the bargaining unit based on years of service with the Library.

Section 9-4:

Probationary employees shall not acquire seniority rights until their initial probationary period expires, at which time they shall receive seniority credit retroactively to the date of employment. Temporary and "on call" employees shall not accrue seniority; however, a temporary employee who subsequently becomes a permanent employee with no break in service (in this case, is not terminated and re-appointed) shall receive seniority credit retroactively to the date of employment for purposes of the Article only.

Section 9-5:

Layoff and recall of employees shall be governed by employee seniority, subject to the senior employee, in the Library's reasonable judgement, meeting the minimum qualifications, as described by the job description, of the least senior employee's position or a vacancy.

Employees shall not be required to retest for a particular position for bumping purposes if the employee has passed that same test within the previous two years.

All bargaining unit positions are subject to bumping during layoff provided, however, employees hired into grant positions shall not have bumping rights for the first 12 months in that position. This does not apply to regular status employees who take a grant position.

If there is a vacant position at any level where an employee has seniority and bumping rights the employee shall first be

placed in the vacant position, if the employee meets the minimum qualifications for the vacant position.

During periods of layoff or reorganization, employees with seniority to be retained at their current grade level will be moved from their positions only when necessary to match minimum qualifications to jobs.

During the layoff process, the Library may post and accept applications for vacant positions first from employees who are eligible by seniority for positions at that grade level. If a position remains unfilled, the Library may then accept other applications.

Employees will be offered one opportunity to bump. Employees may refuse to bump into a position which pays less than their current position. Employees who choose not to bump will be placed on a recall list in line with their seniority and be offered the next available position for which they are qualified, as defined above, equivalent to the employee's grade prior to the layoff. The employee must accept such a recall offer or be removed from the recall list and terminated.

Employees who do not have the option of bumping and are laid off, shall be placed on the recall list in line with their seniority and be offered the first available position for which they are qualified, as defined above. If the position offered is less than the position held prior to layoff and the employee refuses the position, the employee will remain on the recall list and be offered the next available position for which they are qualified, as defined above, which is equivalent to the employee's grade prior to the layoff. The employee must accept such a recall offer or be removed from the recall list and terminated. However, if the position first offered is equivalent to the grade held prior to the layoff, and is refused, the employee is removed from the recall list and terminated.

For the purposes of layoff and recall, no employee will be allowed to bump into a position which would result in a higher base rate of pay, excluding overtime or shift differentials, than that received at the time of layoff.

As openings occur, employees in pay status shall be allowed to move in line with their seniority and ability to perform the work, as defined above, to higher paid positions until they are at an equivalent grade to that which they received prior to layoff. If the employee refuses an interim offer they will then be offered only a position equivalent to the grade held prior to the layoff.

A part time employee who by seniority is qualified to be retained but for whom there are no part time positions will be

offered a full time position, if qualified as defined above. If the position is refused, the part time employee will be placed on a recall list but offered only a part time position when available.

If all full time positions are filled in an employee's grade and a part time position is available, and there are no part time employees with seniority, this position will be offered to the first full time person on the layoff list if qualified as defined above. Refusal will not change status but no other part time position will be offered.

The Library will attempt to accommodate the request of employees who have been physically relocated from one building to another as positions within their grade level become available.

Section 9-6:

An employee recalled to work following a layoff shall be given written notice by certified mail, sent to the employee's address on file with the Library, postmarked not less than six calendar days prior to the date the employee is to return to work. An employee who does not return to work as specified in the recall notice shall be deemed to have voluntarily resigned. Within 48 hours of receipt of the recall notice, an employee may request in writing an additional 14 days (if other than a Professional Service employee) or an additional 30 days (if a Professional Service employee) for the sole purpose of giving proper notice to a current employer.

Section 9-7:

Employees who are no longer in bargaining unit positions shall continue to accrue seniority credit in the last bargaining unit classification in which they were employed through December 31, 1989. As of January 1, 1990, employees who are no longer in bargaining unit positions shall not continue to accrue bargaining unit seniority, but shall not lose any bargaining unit seniority accrued through December 31, 1989. As of January 1, 1990, any employee who thereafter promotes from the bargaining unit shall not continue to accrue bargaining unit seniority but shall not lose seniority accrued in the last bargaining unit classification held.

Section 9-8:

The Library shall furnish an updated seniority list to the Union 60 days prior to a reorganization, or once each year on July 1 in any year that a list has not already been provided prior to a reorganization.

ARTICLE 10 DISCIPLINE AND DISCHARGE

Section 10-1:

The Library may discharge or suspend a non-probationary employee only for just cause.

Section 10-2:

The Library agrees to notify the Union in writing when a non-probationary employee is discharged or suspended.

Section 10-3:

In exercising its discretion under Section 1, the Library agrees to the concept of discipline within a progressive framework based on, first, a clearly specified oral warning, followed by a written warning, suspension and discharge; provided, however, the Library retains the right to omit one or more steps in the progressive format when an employee's actions necessitate stronger measures.

ARTICLE 11 PERSONNEL RECORDS

Section 11-1:

A copy of any material concerning an employee's conduct or work performance placed in the personnel file shall be given to the employee at the time it is placed in the file or the material shall be discussed with and signed by the employee before it is placed in the file.

Section 11-2:

Any employee can inspect his/her own personnel file upon request.

Section 11-3:

The Library may prepare a written reference for an employee with written consent from said employee.

ARTICLE 12 JOB POSTING

Section 12-1:

Every vacant position, for which the Library intends to make a regular appointment, except part-time Page positions, shall be posted for 5 working days in at least one location in each building. The Library will not fill the position before the end of the 5 day posting period. Library employees may apply for any position for as long as it is open.

Section 12-2:

Failure to respond to a posting is not subject to the grievance procedure.

ARTICLE 13 JOB CLASSIFICATION

Section 13-1:

In the event the Library creates a new classification for a job which has not previously existed at the Library, after meeting to negotiate the salary with the Union, the Library may designate a salary for the classification which shall remain in effect for the term of this Agreement. The designation by the Library shall not prejudice the Union's right to negotiate a new salary retroactive to the creation of the classification when negotiating a new contract.

Section 13-2:

Should an employee believe that his/her job has changed such that the current job description does not accurately reflect it, he/she may request a job audit. The Library will notify the employee of the appropriate job classification for the position within 60 days of receipt of the completed Job Information Questionnaire.

Section 13-3:

A Classification Review Committee consisting of four members, 2 appointed by the Union and 2 by the Library, shall meet to review any disputes as to the classification placement of any employee so notified after the classification review.

The Committee will review the findings of the Human Resources Department and allow the employee or his/her representative to make a presentation. Upon completion of its investigation the Committee will make a recommendation to the Library Director for final placement. If the Committee cannot reach a recommendation, Committee members may make individual recommendations. The Director may accept or reject the report(s). If rejected the Director will provide a written explanation of the reason for rejection.

Meeting times for the Committee will be compensated up to two hours per meeting per month.

Section 13-4:

Should an employee be reclassified upward, the employee will

be paid at the nearest higher step in the new pay range. Should an employee be reclassified downward, the employee will be paid at the nearest lower step in the new pay range; provided, however, if the employee's current salary is above the top step of the lower range, the employee's salary will be frozen until such time as the lower pay range exceeds the employee's salary.

ARTICLE 14 HOURS OF WORK

Section 14-1:

The standard workday for full time Building and Grounds employees shall normally consist of eight hours in any one day, and seven and one half hours in any one day for all other full time employees. All work performed in excess of forty hours in any one week shall be considered as overtime, and be compensated for in accordance with the requirements of Federal wage and hour legislation.

Section 14-2:

Full time employees are entitled to a fifteen minute rest period in each of the morning and afternoon or afternoon and evening work sessions.

Part time employees required to work a period of 2 1/2 to 4 hours are also entitled to a fifteen minute rest period in the work session.

Employees working more than four hours per day are entitled to an unpaid lunch period, not to exceed one hour.

Section 14-3:

Work schedules shall be designed so that all employees shall have at least two consecutive days off in each four week period. Employees may waive this right by written request to the supervisor.

Section 14-4:

On occasions when an employee is assigned to assume the full duties of a higher paid classification for four (4) consecutive working days, the employee shall be paid at the next higher step which provides a pay increase.

Section 14-5:

When an employee is required to work a split shift in one work day in which he/she is required by the Library to be off work for two (2) or more working hours between shift segments which total the equivalent of a full-time employee's work day,

the second part of the shift shall be paid at the rate of one and one-half (1 1/2) times the straight time rate of pay.

ARTICLE 15 HOLIDAYS

Section 15-1:

Fixed Holidays: Fixed holidays observed by the Library are New Year's Day, Martin Luther King's Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve Day and Christmas Day.

To be eligible for paid fixed holidays, an employee must have been employed by the Library in an eligible class for 30 calendar days in accordance with Article 9, Seniority, Layoff and Recall.

If a temporary employee is assigned to a permanent position within the same job classification, the employee shall be eligible for the fixed holidays to which he/she would otherwise be entitled as a regular employee.

A full day is allowed regular full time employees and 4 hours of paid time is allowed regular part time employees scheduled to work twenty or more hours per week. Other part time employees will be paid 2 hours of holiday pay.

To be paid for a fixed holiday, an eligible employee must have been in a pay status on his/her last scheduled workday before the holiday and his/her first scheduled work day after the holiday.

Employees on layoff or unpaid leave of absence are not eligible for fixed holiday pay. Paid fixed holiday credit is not allowed within a terminal vacation period.

For fixed holidays falling on days the department or branch is usually open, the paid holiday is taken on the day of the holiday if the employee is regularly scheduled to work that day. If an employee is regularly scheduled off on the day of a fixed holiday, the holiday shall be scheduled as compensatory time within the four month period following the fixed holiday. If an employee has a varied schedule of days off, at the discretion of the supervisor, taking service needs into account, the holiday shall be scheduled on the day of the fixed holiday or scheduled as compensatory time within the four month period following the fixed holiday. All compensatory time must be scheduled at the convenience of the department and is forfeited if not taken within the four month period.

The Library may, at its discretion with 3 month's prior notice to the Union close all library facilities on a regularly

scheduled day of service immediately before or immediately after a fixed holiday which falls on a day the Library is regularly closed. In this case, employees shall receive holiday pay on that day of closure. Any eligible employee regularly scheduled off on that day of closure may receive compensatory time within the four month period following the day of closure.

Section 15-2:

Floating holidays: Four floating holidays are granted each year to eligible employees. One floating holiday is applicable to each quarter of the calendar year (January 1 - March 31; April 1 - June 30; July 1 - September 30; October 1 - December 31) and it may be taken off any time during the quarter, subject to the Library's reasonable scheduling needs.

To be eligible for paid floating holidays, an employee must have been employed by the Library in an eligible class for four months, in accordance with Article 9, Seniority, Layoff, and Recall.

If a temporary employee is assigned to a permanent position within the same job classification, the employee shall be eligible for the floating holidays to which he/she would otherwise be entitled as a regular employee.

The first floating holiday for a new eligible employee is that one occurring during the period in which the four month eligibility requirement is completed. If the employee's day of eligibility for the first floating holiday falls on a weekend or other holiday, the employee may take the floating holiday by the end of the first full calendar week in the next quarter.

A full day is allowed regular full time employees, and four hours of paid time is allowed regular part time employees, other than Page classification, scheduled to work twenty or more hours per week.

Floating holidays may not be accumulated and are forfeited if not taken before the end of the applicable quarter.

Employees on layoff or unpaid leave of absence are not eligible for floating holiday pay. No floating holiday credit shall be paid to any eligible employee upon termination of employment if the employee is released by the Library or terminates without proper notice, one month for Professional Service and two weeks for all other employees.

ARTICLE 16 VACATIONS

Section 16-1:

Regular full time or regular part time employees who have been employed by the Library for one year in accordance with Article 9, Section 1 (Seniority, Layoff, and Recall) are eligible for paid vacation. If a temporary employee is assigned to a permanent position within the same job classification, the employee's vacation accrual shall be retroactive to the date of hire in the temporary position.

Section 16-2:

Vacation credit accrues in proportion to accrued hours of paid time. For Professional Service employees the rate of vacation accrued is 8 hours per 100 hours of paid time. For all other employees the rate of vacation accrual is 4 hours per 100 hours of paid time until the employee satisfies the requirement for a bonus vacation.

Section 16-3:

Bonus vacation credit is applicable to regular full time and regular part time employees other than Professional Service upon completion of the requisite years of continuous service.

<u>Years of Service</u>	<u>Rate of Accrual</u>
5 - 9	6 hours per 100 hours paid time
10 - 19	8 hours per 100 hours paid time

In addition, all regular full time and regular part time employees with 20 or more years of continuous service shall receive 10 hours per 100 hours paid time.

The increased rate of accrual for bonus vacation starts in the pay period following the completion of the 5, 10, or 20 year service requirements. Service is determined by total accrued seniority as defined in Article 9, Section 1 (Seniority, Layoff, and Recall). The rate of accrual for work prior to the effective date of this Agreement shall be according to the policy then in effect.

Section 16-4:

No vacation credit shall be payable to any employee upon termination of employment if the employee has been employed by the Library for less than one year, the employee is released by the Library, or the employee terminates without proper notice (one month for Professional Service and two weeks for all other employees).

Section 16-5:

Employees are privileged to use their vacation credits at any time, subject to the following provisions:

- a. The service needs of the department or branch, as determined by the Library, must take precedence.
- b. Written notice of 28 calendar days must be given for vacation of 1 work week or more, including the use of any other paid credits such as floating holiday, fixed holiday or compensatory time as one or more of the days off. The requirement of the 28 days notice may be waived at the discretion of the supervisor. Additions to or cancellation of a requested vacation period of one work week or more may be approved by the supervisor, service needs permitting.
- c. Vacation credit may be used as earned, but not more than 12 months' credit may be taken at any time without prior approval. Deductions are made in one half hour units.
- d. No unearned vacation credit is allowed in advance. The period to be taken must be no more than the credit, if any, which is applicable if the employee terminated as of the date the vacation period is to begin.
- e. Paid holidays falling within a vacation period are allowed as holidays and not charged against vacation credit.
- f. If any employee becomes ill or injured and is under the care of a licensed physician for three or more days during a scheduled vacation, time lost will be deducted from accrued sick leave, if any, before deduction from vacation credit. The written request for this privilege must be accompanied by a doctor's statement or a hospital bill. In the event that sick leave credits are exhausted before an employee is able to return to work, vacation credits will be used.
- g. As of December 31 in any year, the vacation accrual balance may not be in excess of one year's credit at the current rate of accrual and any excess not taken before that date will be forfeited. As of June 30 in any year, the credit balance may not exceed the amount which would have been earned in eighteen months at the employee's current rate of accrual. As of June 30, any credit in excess of the maximum will be forfeited and no further vacation will accrue until the employee's

credit balance is reduced to a one-year accrual, and credits will begin to accrue once more only after the credit balance is so reduced.

ARTICLE 17 SICK LEAVE

Section 17-1:

Regular full time employees and regular part time employees above Page classification are eligible for sick leave credit. If a temporary employee is assigned to a permanent position within the same job classification, the employee's sick leave accrual shall be retroactive to the date of hire in the temporary position.

Section 17-2:

Sick leave credit accrues at the rate of 4.8 hours per hundred hours of paid time and may be accrued to a maximum balance of 160 days (maximum accruals for time worked prior to the effective date of this Agreement shall be in accordance with the policy then in effect). Sick leave accruals are forfeited if an employee terminates or changes from an eligible to an ineligible status, but credits are restored if he/she is re-employed or his/her status reverts to an eligible classification within one year.

Section 17-3:

At the time of retirement from the Library, employees who commence receiving pension benefits from the Library shall be paid at their regular base rate of pay a percentage of their sick leave accrual according to the following schedule:

First 45 days of accrual	0%
Next 45 days of accrual	10%
Balance of accrual up to 160 days	15%

Section 17-4:

Regardless of length of Library service, in the event of the death of an employee covered by this Agreement, unused sick leave shall be paid to the employee's heirs (designated life insurance beneficiary, or in the absence of a written designation, the employee's heirs under Oregon law) at his or her regular rate of pay, provided however that the total amount paid shall not exceed the gross sum of \$2,000 per deceased employee.

Section 17-5:

The Union recognizes that use of sick leave credit is restricted to illness, illness in the immediate family (spouse, children, parents or domestic partners) for the first day of each occurrence (day for this purpose is defined as the number of hours the employee is scheduled to work the day of the occurrence), for the employee's medical and dental appointments, or for pregnancy, childbirth, or related medical conditions or occurrences. Deductions are made in half-hour units. Abuse of sick leave or use of sick leave which, in the Library's reasonable judgement, is excessive, is a factor in the measurement of performance and may be subject to disciplinary action.

Section 17-6:

No sick leave credit is allowed in advance.

Section 17-7:

Medical evidence of illness may be required as a condition of sick leave payment.

ARTICLE 18 UNPAID LEAVES OF ABSENCE

Section 18-1:

Upon written request, the Library may at its discretion grant an employee a leave of absence for a reasonable period of up to one year upon such terms and conditions as the Library may stipulate.

Section 18-2:

An employee may apply for an unpaid leave of absence for a medical condition upon the expiration of all paid credits, including sick leave.

Section 18-3:

The employee must report for work immediately after the expiration of any authorized leave.

Section 18-4:

If a permanent replacement is hired for a position vacated by leave of absence, the returning employee will be offered a position at an equivalent rate of pay.

ARTICLE 19 PROFESSIONAL MEETINGS

Section 19-1:

Employees may attend professional Library meetings, service schedules permitting. Prior approval by the Department or agency head is required, and the request for approval of attendance at such a meeting must be made well in advance of the meeting date to allow ample time for schedule changes or substitute staffing arrangements.

Section 19-2:

Time off with pay is allowed for approved attendance at professional Library meetings and for travel to and from such meetings provided the employee is a member of the organization. Travel time is limited to one day as a maximum allowance in each direction and such days are limited to those immediately preceding and following the meeting period. Within these limitations employees are compensated for such hours as they would otherwise be regularly scheduled to work and which they are required to miss by reason of attendance or travel. Scheduled free days remain unchanged and are not shifted or returned if they fall within a conference period.

Section 19-3:

The Library may contribute financial assistance, budget permitting, to those employees attending a professional meeting who are on the program, or are officers or committee members, or represent the Library officially, and may also contribute toward the expenses of others in attendance. Membership in the organization, however, may be a pre-requisite for any type of financial assistance. However, membership in ALA, OLA, and PNLA shall be a pre-requisite for any type of financial assistance for attendance at meetings of those organizations.

ARTICLE 20 JURY DUTY

Any regular full time or regular part time employee who is required to perform jury duty or subpoenaed as a trial witness will be entitled to reimbursement at the straight time hourly rate of the employee's regular job for normal work time necessarily lost as a result of jury service. The Library may require a signed statement from a responsible officer of the court as proof of jury service. Employees required to report for jury duty are eligible for reimbursement under this Article. Employees who are regularly scheduled to work evenings and weekends or a 4 day work week during the course of their jury duty will be considered to be scheduled for weekday hours during the course of jury duty. However, employees are obligated to

report for work if their jury service ends on any day in time for the employee to work at least one half of a scheduled work day.

ARTICLE 21 FUNERAL LEAVE

Section 21-1:

Leave for a death in the immediate family (father, mother, brother, sister, husband, wife, children, immediate in-laws, grandparents) or for a death of any other individual living in the employee's household, is allowed with pay from the day of the death through the day of the funeral, plus one day travel time if the employee must travel 100 miles or more one way. Such leave will be paid for the days or hours which an employee would normally be scheduled to work.

Section 21-2:

Leave for attending the funeral of a near relative (not a member of the immediate family or a resident of the household as defined above) is allowed with pay for one-half day unless the employee must travel 100 miles or more one way in which event two full days with pay are allowed. Such leave will be paid only for the day or the hours which an employee would normally be scheduled to work.

ARTICLE 22 INSURANCE BENEFITS

Section 22-1:

Regular full time employees are eligible for coverage under health, dental, life and disability insurance plans offered by the Library. Regular part time employees, who regularly work 20 or more hours per week and have one or more years of service, are eligible for coverage under the health, dental, and disability plans offered by the Library.

Effective July 1, 1989, the deductible for Blue Cross health insurance will increase from \$100 to \$200.

The Library shall have the right to select or change carriers or plans; however, comparable coverage, if available, shall be provided.

Coverage becomes effective on the first day of the month following a minimum of 30 days of regular employment in an eligible status or a change from an ineligible to an eligible status. Employees who do not enroll for coverage for themselves or eligible family members when first eligible may subsequently join the health, dental, or disability plans but only on the Annual Reopening Date. As of the Annual Reopening Date, employees may also change their coverage from one health or

dental plan to the other if they wish to do so, and an alternate plan is available.

During a period of unpaid leave of absence, an employee may continue his or her coverage under the group health, dental, life or disability insurance plans for a maximum period of six months. The employee must assume the full premium costs. However, in the case of unpaid leave of absence for illness, or pregnancy, the Library will pay for the employee a premium at the same rates indicated in Sections 2, 3, 4 and 5 for up to six months, but the employee must pay the full cost of any dependent coverage.

Coverage under each plan ceases at the end of the month in which termination of employment occurs or the employee becomes ineligible for coverage.

Section 22-2:

The Library will pay for each eligible full time employee the single rate for health insurance. Coverage for dependents is also available under the health insurance plans with the Library contributing 75% of the two party rate and 65% of the family rate.

The Library will pay for each eligible part time employee who elects the health insurance coverage, per month, a premium equal to 50% of the Library's contribution for a full time employee, to include single, two party, and family coverage.

The difference between the Library contribution and the total insurance cost shall be paid by the employee through payroll deduction. This deduction, at the employee's option, may be made on the employee's pre-taxable income.

Section 22-3:

The Library will pay for each eligible full time employee the single rate for dental insurance.

The Library will pay for each eligible part time employee who elects the dental insurance coverage, per month, a premium equal to 50% of the Library's contribution for a full time employee for single party coverage.

An eligible full time or part time employee may opt to include dependents under the dental insurance plan but the cost of the coverage shall be paid by the employee.

The difference between the Library contribution and the total insurance cost shall be paid by the employee through payroll deduction. This deduction, at the employee's option, may be made on the employee's pre-taxable income.

Section 22-4:

The Library will pay for each eligible full time employee the monthly premium for coverage under the Library's \$10,000 term life insurance plan.

Section 22-5:

The Library will pay for each eligible full time employee \$3 per month for coverage under the disability insurance plan.

The Library will pay for each eligible part time employee who elects the disability insurance coverage, per month, a premium equal to 50% of the Library's contribution for a full time employee.

The difference between the Library contribution and the total insurance cost shall be paid by the employee through payroll deduction.

ARTICLE 23 STAFF EDUCATION

Employees may apply for grants to receive reimbursement for staff education (conferences, workshops, seminars, and college courses) which in the Library's reasonable judgement would enhance the employee's work performance. The Library shall establish ground rules and priorities for the grants.

A sum of \$5,000 annually from the operating budget will be made available to fund the grants.

Request for grants shall be sent to the Human Resources Office.

The funding of grants is not subject to the grievance procedure.

ARTICLE 24 RETIREMENT PLAN

Section 24-1:

Regular full time and regular part time employees who have been employed by the Library for two years and who have attained the age of twenty-one shall be covered by the Library's Retirement Plan, in accordance with the provisions of the Plan.

The Plan is a Defined Benefit Plan with benefits provided by the joint contributions of employees and the Library. The Library shall have the right to select a different depository.

The Retirement Plan is established and maintained for the exclusive benefit of employees of the Library and their beneficiaries. Subject to this limitation, any provision of this Plan may be amended by the Library at any time if, with respect to payment resulting from Retirement Annuities purchased before the effective date of the amendment, the amendment does not reduce the amount of any payment or the term of monthly payments, or delay the due date of any payment. Neither the consent of the Participant nor that of any other payee is required for any amendment to the Plan made as provided above.

Section 24-2:

During a period of authorized unpaid leave, all rights as a member under the Plan are retained, but no service credit accrues. The employee's accumulated contributions cannot be augmented by voluntary contributions while on authorized unpaid leave.

ARTICLE 25 EXPENSE ALLOWANCES

Employees required to use their own cars for Library business or who are required to travel from one work location to another during scheduled hours, are reimbursed at the close of each calendar month. Mileage is calculated at 20 cents per mile for travel within Multnomah County and 15 cents per mile for travel that extends beyond Multnomah County. All expenditures subject to reimbursement must be approved by the Library.

ARTICLE 26 UNIFORM ALLOWANCES

By June 30 of each year, the Library shall reimburse to those Buildings and Grounds employees and Delivery Truck Drivers who choose to wear uniforms while undertaking their assigned duties, a cost not to exceed \$40.00.

ARTICLE 27 PURCHASE PRIVILEGES

Employees may purchase books, prints, audio recordings, and video recordings at the Library discount, if any. The purchase of materials is limited to those with a list price of \$5.00 or more, per item. The purchase of audio recordings is limited to those listed in the Schwann Catalog. Books, prints, audio recordings, and videos are ordered through the Technical Services Department.

ARTICLE 28 WAGES

Section 28-1:

Effective July 1, 1989, employees covered by this Agreement in the General Service and Professional Service (excluding the

hourly employees) shall receive a step increase on the employee's adjusted service date. Employees at the top step of the range (including any employees over the top of the range) shall not receive the step increase.

Effective July 1, 1989, employees covered by this Agreement shall receive a 3.5% wage adjustment applied to the Professional Service, General Service and hourly salary rates.

Section 28-2:

Effective July 1, 1990, employees covered by this Agreement in the General Service and Professional Service (excluding the hourly employees) shall receive a step increase on the employee's adjusted service date. Employees at the top step of the range (including any employees over the top of the range) shall not receive the step increase.

Effective July 1, 1990, employees covered by this Agreement shall receive a wage adjustment applied to the Professional Service, General Service and hourly salary rates. The wage adjustment shall equal the percentage increase in the Portland Consumer Price Index from July to July for All Urban Consumers, but shall not be less than 2% nor more than 6%.

Section 28-3:

Effective July 1, 1991, employees covered by this Agreement in the General Service and Professional Service (excluding the hourly employees) shall receive a step increase on the employee's adjusted service date. Employees at the top step of the range (including any employees over the top of the range) shall not receive the step increase.

Effective July 1, 1991, employees covered by this Agreement shall receive a wage adjustment applied to the Professional Service, General Service and hourly salary rates. The wage adjustment shall equal the percentage increase in the Portland Consumer Price Index from July to July for All Urban Consumers, but shall not be less than 2% nor more than 6%.

ARTICLE 29 SAVINGS CLAUSE

If an article of this Agreement, or any addendum thereto, should be held invalid by operation of law or by a Court or regulatory agency of the government, or if compliance with or enforcement of any article should be restrained by such law, Court or regulatory agency, the remainder of this Agreement and addendums shall not be affected thereby and the parties shall meet to negotiate a replacement clause.

ARTICLE 30 DURATION OF AGREEMENT

Section 30-1:

This Agreement shall be effective from the date of the signing, and shall remain in full force and effect until the 30th day of June 1992.

Section 30-2:

The Association's obligations hereunder shall cease to accrue on the date it no longer has the responsibility for public library operations in Multnomah County and it shall have no liability for wages, hours, or conditions of work of bargaining unit members thereafter.

Signed this 26 day of August, 1989

The Directors of the
Library Association of
Portland

Multnomah County Library
Union

Peter Voorhies

Peter Voorhies, President
Directors of the Library
Association of Portland

Sarah Ann Long

Sarah Ann Long
Library Director

Janet M. DeWine

Mary Anne Tarter

Barbara G. Harrington

Eric H. H.
J. R. B.

MEMORANDUM OF UNDERSTANDING

Within thirty (30) days of the signing of this agreement, the parties agree to create a six member labor/management Safety Committee. Three members will be appointed by the Union and three appointed by the Library. A Library appointee will chair the committee.

The Safety Committee is charged with reviewing the general health and safety of the work environment for library employees. The health and safety proposal brought to negotiations by the Union will be referred to the committee for consideration.

The Committee is also charged with making a recommendation for resolution of pending safety concerns to both the Union and the Library not later than March 1, 1990.

Dated this 12th day of July, 1989

Mary Ann Wersch
For the Library

Sam M. Shwin, President
For the Union

Personnel



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY
PAULINE ANDERSON
GRETCHEN KAFOURY
RICK BAUMAN
SHARRON KELLEY

DEPARTMENT OF GENERAL SERVICES
PORTLAND BUILDING
1120 SW FIFTH, 14TH FLOOR
PORTLAND, OR 97204-1934

AT OTHER LOCATIONS:

OFFICE OF THE DIRECTOR (503) 248-3303
EMPLOYEE SERVICES (503) 248-5015
FINANCE (503) 248-3312
LABOR RELATIONS (503) 248-5135
PLANNING & BUDGET (503) 248-3883

ADMINISTRATIVE SERVICES (503) 248-5111
ASSESSMENT & TAXATION (503) 248-3345
ELECTIONS (503) 248-3720
INFORMATION SERVICES (503) 248-3749

MEMORANDUM

TO: Ken Upton, Labor Relations Manager
FROM: Susan Ayers, Sr. *S. Ayers* Personnel Analyst
DATE: December 8, 1989
SUBJECT: Library Transition Impact on Personnel Services

As you are aware, insufficient analysis was done to definitively answer questions about the impact of the library transition on the County's personnel services. Some of the unknowns include precisely what services the Library's Human Resources section currently provides and the exact circumstances of the Library employee transition into County service.

Recognizing the caveats above, the following conditions might apply:

1. The last time the County transitioned non-public employees into County service was in 1977 when we took over the Community Action Agency, MCCA. I have attached the enabling Ordinance and Board Order. You will notice that several months elapsed between the passage of the Ordinance and the adoption of the Board Order giving status to the MCCA employees. This transition involved only twenty-five employees and they were given status back only to the date of the County takeover of their agency. If they would have been given credit for prior service, more research and employee review would have been necessary.

We would expect that a transition involving 400 employees would require significantly more resources and time than one involving twenty-five employees.

2. The current County ratio of professional/technical personnel staff to employees is 1/416. To remain at the current staffing level, we would assume that the Library transition would warrant the addition of a minimum of one professional/technical staff member to the Personnel Section of the Employee Services Division. This assumption would apply only after the Library employees were fully absorbed and integrated into the County system. The resources necessary to achieve this integration are unknown.

Also unknown is the impact on the clerical staff of Employee Services. The Employee Services Division currently has two clerical positions directly supporting fifteen professional, technical and managerial positions. (This includes Risk Management which is currently supported by Employee Services clerical staff.) This current situation is close to untenable, so the assumption is that the workload associated with the transition and ongoing responsibilities of the Library employees would warrant the addition of at least one more clerical position.

The above raises more questions than it answers, but I hope it gives some idea of the questions relating to personnel services that need to be addressed.

9088F/SA/1b

Attachment

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON

In the matter of clarifying the status)
of certain employees pursuant to)
procedures established by Ordinance)
No. 150; amending Ordinance No. 89)

O R D E R

Whereas, there exist employees of Multnomah County who are entitled to the status of a regular employee pursuant to procedures established by Ordinance No. 150; amending Ordinance No. 89; and

Whereas, the Director of the Division of Personnel has reported the names and positions of all persons entitled to the status of regular employee to the Board and to the Merit System Civil Service Council; and

Whereas, affected employees have been notified of the determination of their status; and

Whereas, there has been sufficient opportunity for appeal of such determinations and there having been none;

NOW, THEREFORE, IT IS ORDERED:

1. Regular employee status be granted to those employees whose names, positions, and dates of employment without status are shown in Exhibit A.
2. Effective July 1, 1977, regular employee status be granted to those Multnomah County Community Action Agency employees whose names and positions are shown in Exhibit B.
3. Personnel records be appropriately revised to reflect the effect of this order.

Done this 26th day of January, 1978.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By Donald D. Clark
Chairman

APPROVED AS TO FORM:

By John Leahy
John Leahy
County Counsel for
Multnomah County, Oregon

EXHIBIT B

MCCAA

To Be Granted Status As of - 7/1/77

Bodine, Roy	Financial Specialist I
Boeschen, Tim	Project Officer II
Brown/Lawrence, Pamela	Office Coordinator - MCCAA
Caldwell, Nancy	Program Development Technician
Chapman, Robert	Maintenance Supervisor
Clow, Nancy	Outreach Worker II
Conlee, Floyd	Auto Driver
Cremer, Maria	Outreach Counselor (now promoted to Outreach Coord.)
Doering, Beverly	Account Clerk
Downing, Jackie	Project Coordinator - MCCAA
Erickson, Jaejean	Outreach Counselor
Feller, Ruth	Outreach Counselor
Garrett, Margaret	Dispatch Clerk
Hammack, Norma	Program Coordinator - MCCAA
Hughes, Velma	Program Coordinator - MCCAA
Jacobson, Wendall	Program Coordinator - MCCAA
Llaneza, Lindsey	Maintenance Foreman
Miller, Juanita	Outreach Worker I
Oeser, Nelda	Program Coordinator - MCCAA
Rocks, Tom	Program Manager I
Runyon, Alan	Project Coordinator - MCCAA
Sparks, David	Maintenance Foreman
Umpfres, Lloyd	Maintenance Assistant
Whitman, Virgil	Auto Driver
Williams, Jerry	Youth Program Coordinator
Woodworth, Park	Project Officer II

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 150

An Ordinance amending Ordinance No. 89; clarifying the status of employees subject to the Merit System; and establishing procedures.

Multnomah County ordains as follows:

Section 1. Amendment. Section 26 of Ordinance No. 89 is amended to read:

"Section 26. Status of Present Employees.

"A.1. Regular employees shall be continued in their respective positions without further examination.

"2. Any employee holding a position in a probationary status on December 31, 1974, shall be deemed to have become a regular employee upon the successful completion of the probationary period prescribed by Ordinance No. 10.

"3. Nothing in this section shall preclude reclassification or reallocation of any position as provided by this Ordinance.

"B. In addition to the employees included in subsection A. of this section, and excepting any person described in subsection D. of this section, any person shall be entitled to the status of a regular employee as

defined in Section 2.A.35 of Ordinance No. 89 who has satisfied the following conditions:

- "1. Was an employee of the County on July 1, 1976; and
- "2. Was at any time on or after December 31, 1974, employed in a position which had, prior to the effective date of Ordinance No. 89, been subject to examination and appointment under Ordinance No. 10, as amended, or first became subject to examination and appointment under Ordinance No. 10, as amended, or first became subject to examination and appointment under and by reason of the enactment of Ordinance No. 89, and which was lawfully created and budgeted; and
- "3.a. Had on or before July 1, 1976, continuously served in the position for the probationary period provided in Section 1.120 of Ordinance No. 10, as amended (if first employed in the position on or before December 31, 1974) or provided in Section 17, Ordinance No. 89 (if first employed in the position after December 31, 1974); or
- b. Has since July 1, 1976, completed a period of continuous service in the position begun

prior to that date for the probationary period provided in Section 17 of Ordinance No. 89; and

"4. Was not, on July 1, 1976, holding the position under a limited duration appointment as defined in Section 16 of Ordinance No. 89; and

"5. Is employed by the County on the effective date of this amending ordinance in any position which was lawfully created and budgeted, irrespective of whether the position is subject to Ordinance No. 89.

"C. The status of regular employee pursuant to subsection B of this section shall be deemed to have been achieved as of the date of the completion of the period of probationary service stated in subsection B.3. of this section.

"D.1. Any person who, on June 30, 1977, was a regular fulltime employee of the Multnomah County Community Action Agency, under personnel practices and procedures administered by that agency shall have the status of a regular employee as defined in Section 2.A.35 of Ordinance No. 89, as of July 1, 1977.

2. The personnel practices and procedures heretofore administered by the administering board of the agency are abolished as of

June 30, 1977.

3. Any federal statute, rule, regulation, order, guideline or grant condition applicable to employees in positions in the agency shall, in the event of a conflict with Ordinance No. 89, supersede the provisions of Ordinance No. 89 to the extent necessary to resolve the conflict.

"E. Except as expressly provided herein, nothing in this section as amended shall be interpreted to affect the employment status of any person holding a position subject to Ordinance No. 89."

Section 2. Duties of the Director of the Division of Personnel.

- A. The Division of Personnel of the department shall within 60 days after the effective date of this Ordinance determine and report to the Board and the Council the names and positions of all persons entitled to the status of regular employee by reason of the amendment of Section 26 of Ordinance No. 89 by this Ordinance, together with the names and positions and all other information deemed to be relevant relating to employees whose status is not cured by this Ordinance.

- B. Each person whose name and position has been reported under subsection A. of this section shall be notified by the Division of Personnel of the determination of status.
- C. On its own motion the Council may, or on the written request of an employee included in the report under subsection A. of this section the Council shall, conduct an investigation pursuant to Section 5.A.6 of Ordinance No. 89, as amended, and report its findings and recommendations to the Board, which shall thereupon conduct a hearing pursuant to its rules; and at the conclusion of the hearing the Board shall make a final determination whether the employee has the status of a regular employee.

Section 3. Termination of Employment.

- A. Any person who is not granted status as a regular employee pursuant to Section 26 of Ordinance No. 89, as amended by this Ordinance, including any person appointed to a position after July 1, 1976, (or after June 30, 1977, in the case of any person employed in the Multnomah County Community Action Agency), who was not

examined and appointed pursuant to the provisions of Ordinance No. 89, shall be terminated from employment in the position held not later than the expiration of a current and lawful provisional or limited duration appointment defined in Section 16 of Ordinance No. 89.

B. If the Director of the Division of Personnel determines and certifies in writing to the Council that an examination and appointment for a position subject to subsection A. of this section cannot be made within the time fixed in that subsection, and if the relevant Appointing Authority so requests, the termination date may be extended by order of the Council for an additional period not to exceed 90 days.

C. As soon as practicable but within 60 days after the effective date of this Ordinance, the Division of Personnel shall give written notice to each employee subject to this section of the date of termination fixed by subsection A. of this section; any person so notified shall be entitled to an appeal to the Council under Section 23 of Ordinance 89, as amended, which appeal,


notwithstanding any other provision of Ordinance No. 89, shall be limited to the question whether the person was appointed to the position lawfully under Ordinance No. 89.

- D. In any appeal to the Council arising pursuant to this section the County shall have the burden of proof to establish that the person was not lawfully appointed; and in the event the person prevails, the Council shall in its order determine the date on and position in which the employee achieved regular employee status.

ADOPTED this 22nd day of September, 1977, being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.

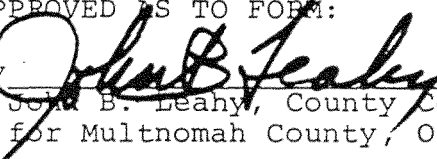
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By


Chairman

APPROVED AS TO FORM:

By


John B. Leahy, County Counsel
for Multnomah County, Oregon

LIBRARY TRANSITION PROJECT
SALARY COST BACKGROUND MATERIAL

Prepared by:

Personnel Section
Employee Services Division
Lloyd C. Williams, Director

December, 1989

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SALARY COST ASSUMPTIONS

Overall:

Three different options were used to estimate salary costs. These options are briefly described below.

Option 1 No Change - existing wage rates and annual hours were used to compute this figure.

Option 2 Transitional Cost - transitional salary ranges were developed and each employee was placed in the range at the closest rate which did not result in a pay decrease. This is the standard rule which applies when employees are reclassified or absorbed through intergovernmental transfer. See next section for information on how transition salary schedules were developed.

Option 3 Equilibrium Cost - employees were placed in transitional ranges at the rate they would be paid if they had been employed by Multnomah County all along. This option is an attempt to capture the long-term effect of the transition on salary costs.

No provision was made in any of the options to account for anniversary salary increases. It was assumed that the employee would remain at the same salary all year. This has the effect of underestimating salary costs in all the options.

All costing options assume the current staffing levels for all departments of the Library.

Exempt Service:

If the employee's current salary rate was more than the maximum for the transition salary range, his/her current rate was used for all three options.

If the employee's current salary rate was within the transition salary range, his/her current rate was used for Option 1 and Option 2.

If the employee's current salary rate was below the minimum transition salary rate, the minimum transition rate was used to compute the cost for Option 2.

For Option 3, the higher of the following was used:

- 1) The employee's current salary rate, OR
- 2) 3% over the minimum transition salary rate for each year the employee has served in the job. For example, if the employee was hired in 1988, the transition salary rate was computed as the minimum plus 3%. If the employee was hired in 1985, the transition salary rate was computed as the minimum plus 12%.

General Service, Professional Service and Hourly:

For Option 2, each employee was placed on the rate in the transitional salary schedule that is both closest to and higher than his/her current rate.

For Option 3, each employee was placed on the appropriate rate in the transitional salary schedule based on years of service as approximated by the hire year. For example:

- 1) An employee hired in 1989 was placed on Step 1.
- 2) An employee hired in 1985 was placed on Step 5.
- 3) An employee hired in 1974 was placed on the top or maximum step.

On-Call:

These employees are in various classes and a lump sum is budgeted to pay on-call costs. An average rate was determined based on the Library Human Resource Director's knowledge. This rate was matched to the transition salary schedule to determine the percentage increase for on-call costs for Options 2 and 3.

Vacancies:

For Option 1, each vacancy was costed at the minimum rate for the current Library salary range.

For Option 2 and Option 3, vacancies were costed at the minimum rate of the transition salary range.

EXEMPT SERVICE TRANSITION SALARY SCHEDULE

Grade: Exempt Service 1
Sample Title(s): Human Resources Clerk I
Library Salary Range: 7.57 - 7.95 - 8.34 - 8.76 - 9.20 - 9.66 - 10.14
Transition Salary Range: 9.42 - 9.68 - 9.96 - 10.24 - 10.52 - 10.83
Notes: This position is exempt for confidentiality and is paid the same as General Service Grade 4, which has been equated to Multnomah County Office Assistant 3 classification.

Grade: Exempt Service 2
Sample Title(s): Human Resources Clerk II
Library Salary Range: 8.40 - 8.82 - 9.26 - 9.73 - 10.21 - 10.72 - 11.26
Transition Salary Range: 9.42 - 9.68 - 9.96 - 10.24 - 10.52 - 10.83
Notes: This position is exempt for confidentiality and is paid the same as General Service Grade 5, which has been equated to Multnomah County Office Assistant 3 classification.

Grade: Exempt Service 3
Sample Title(s): Branch Supervisor; Department Clerk Supervisor
Library Salary Range: 9.84 - 10.33 - 10.84 - 11.39 - 11.96 - 12.56 - 13.18
Transition Salary Range: 10.56 to 13.74
Notes: Equated to Multnomah County Operations Supervisor 1 classification.

Grade: Exempt Service 4
Sample Title(s): Executive Secretary
Library Salary Range: 11.49 - 12.06 - 12.67 - 13.30 - 13.96 - 14.66 - 15.40
Transition Salary Range: 10.56 to 13.74
Notes: Equated to Multnomah County Administrative Assistant classification.

Grade: Exempt Service 5
Sample Title(s): Department Head I; Branch Head I
Library Salary Range: 12.59 - 13.22 - 13.88 - 14.58 - 15.30 - 16.07 - 16.87
Transition Salary Range: 14.26 to 18.54
Notes: Equated to Multnomah County Program Supervisor classification.

Grade: Exempt Service 6
Sample Title(s): Department Head II; Accounting Manager; Head of Periodicals
Library Salary Range: 14.41 - 15.13 - 15.89 - 16.68 - 17.51 - 18.39 - 19.31
Transition Salary Range: 16.26 to 21.14
Notes: Equated to Multnomah County Program Manager 1 classification.

Grade: Exempt Service 7
Sample Title(s): Department manager; Regional Branch Manager
Library Salary Range: 16.23 - 17.04 - 17.90 - 18.79 - 19.73 - 20.72 - 21.75
Transition Salary Range: 16.26 to 21.14
Notes: Equated to Multnomah County Program Manager 1 classification.

Grade: Exempt Service 8
Sample Title(s): Central Library Director; Finance Director;
Extension Services Director
Library Salary Range: 17.81 - 18.70 - 19.63 - 20.62 - 21.65 - 22.73 - 23.87
Transition Salary Range: 19.06 to 24.81
Notes: Equated to Multnomah County Program Manager 2
classification.

Grade: Unclassified
Sample Title(s): Library Director
Library Salary Range: None; former Director was paid \$65,000 annually
(33.21 hourly) at the time she terminated; interim
Director is being paid \$60,000 annually (30.65
hourly).
Transition Salary Range: 24.71 to 32.15
Notes: Equated to Multnomah County Executive Program
Director classification.

GENERAL SERVICE AND PROFESSIONAL SERVICE

TRANSITION SALARY SCHEDULE

Grade: General Service 2

Sample Title(s): Circulation Clerk I; Mail Clerk

Library Salary Range: 6.14 - 6.45 - 6.77 - 7.11 - 7.47

Transition Salary Range: 6.95 - 7.34 - 7.77

Notes: Equated to Multnomah County Office Assistant 1 classification.

Grade: General Service 3

Sample Title(s): Branch Clerk; Circulation Clerk II

Library Salary Range: 6.82 - 7.16 - 7.52 - 7.89 - 8.29

Transition Salary Range: 7.95 - 8.21 - 8.41 - 8.66 - 8.91 - 9.15 - 9.72 - 9.68

Notes: Equated to Multnomah County Office Assistant 2 classification.

Grade: General Service 4

Sample Title(s): Purchasing Clerk; Lead Materials Processor; Central Director's Secretary

Library Salary Range: 7.57 - 7.95 - 8.34 - 8.76 - 9.20

Transition Salary Range: 9.42 - 9.68 - 9.96 - 10.24 - 10.52 - 10.83

Notes: Equated to Multnomah County Office Assistant 3 classification.

Grade: General Service 5
Sample Title(s): Branch Clerk Librarian; Accounting Assistant
Library Salary Range: 8.40 - 8.82 - 9.26 - 9.73 - 10.21 - 10.72
Transition Salary Range: 9.42 - 9.68 - 9.96 - 10.24 - 10.52 - 10.83
Notes: Equated to Multnomah County Office Assistant 3 classification.

Grade: General Service 6
Sample Title(s): Senior Clerk Librarian; Printer; Circulation Clerk Supervisor
Library Salary Range: 9.32 - 9.79 - 10.28 - 10.79 - 11.33 - 11.90
Transition Salary Range: 10.39 - 10.67 - 10.96 - 11.32 - 11.64 - 11.93
Notes: Equated to Multnomah County Office Assistant 4 classification.

Grade: General Service 7
Sample Title(s): PC Specialist
Library Salary Range: 10.35 - 10.87 - 11.41 - 11.98 - 12.58 - 13.21
Transition Salary Range: 11.09 - 11.44 - 11.76 - 12.10 - 12.47 - 12.84
Notes: Equated to Multnomah County Data Processing Technician classification.

Grade: Professional Service 1
Sample Title(s): Reference Librarian; Periodical Librarian; Youth Librarian
Library Salary Range: 11.18 - 11.74 - 12.33 - 12.95 - 13.60 - 14.28
Transition Salary Range: 12.62 - 13.25 - 13.91 - 14.61 - 15.34 - 16.11

Notes:

No Multnomah County equivalent; a range was constructed using the average of all the beginning rates of professional job classifications represented by Local 88 that require a Bachelor's or Master's degree; the beginning rates and sample classifications follow:

Civil Engineer/Asst.	15.10
Corrections Counselor	11.35
Health Educator	11.92
Marriage & Fam. Couns.	14.04
Microbiologist	11.03
Nutritionist	12.67
Planner	13.05
Social Worker	11.76
AVERAGE	12.62

Grade:

Professional Service 2

Sample Title(s):

Senior Librarian, Business; Documents Librarian

Library Salary Range:

12.34 - 12.96 - 13.61 - 14.29 - 15.00 - 15.75

Transition Salary Range:

13.93 - 14.63 - 15.36 - 16.13 - 16.94 - 17.79

Notes:

No Multnomah County equivalent; transition salary range is based on the current relationship of this job to the Librarian position.

HOURLY EMPLOYEE TRANSITION SALARY SCHEDULE

Title: Page/Film Inspector
Library Salary Range: 5.22 - 5.27 - 5.54
Transition Salary Range: 5.90 - 5.95 - 6.25
Notes: No Multnomah County equivalent; transition salary range is based on the current relationship of this job to the General Schedule 2 salary range.

Title: Custodian
Library Salary Range: 7.14 - 7.58
Transition Salary Range: 7.75 - 8.02 - 8.33 - 8.54 - 8.80 - 9.07 - 9.31
Notes: No Multnomah County equivalent; position does dusting and stocking restrooms but no cleaning floors or other heavy janitorial work; transition range is based on the current relationship of this job to Building and Grounds Worker I.

Title: Delivery Truck Driver & Driver Clerk
Library Salary Range: 9.90 - 10.19
Transition Salary Range: 10.75 - 11.13 - 11.56 - 11.85 - 12.20 - 12.58 - 12.91
Notes: No Multnomah County equivalent; transition range is based on the current relationship of this job to Building and Grounds Worker II, with which it is used interchangeably.

Title: Building and Grounds Worker I
Library Salary Range: 8.20 - 8.74
Transition Salary Range: 8.91 - 9.22 - 9.58 - 9.82 - 10.11 - 10.42 - 10.70
Notes: Equated to Multnomah County Utility Maintenance Worker classification.

Title: Building and Grounds Worker II

Library Salary Range: 9.90 - 10.19

Transition Salary Range: 10.75 - 11.13 - 11.56 - 11.85 - 12.20 - 12.58 - 12.91

Notes: No Multnomah County equivalent; transition range is based on the current relationship of this job to Building and Grounds Worker I.

Title: Building and Grounds Project Worker

Library Salary Range: 10.39 - 10.70

Transition Salary Range: 11.29 - 11.68 - 12.14 - 12.44 - 12.81 - 13.20 - 13.56

Notes: No Multnomah County equivalent; transition range is based on the current relationship of this job to Building and Grounds Worker I.

Library Job Titles

EXEMPT SERVICE
Job Titles
August, 1989

ES 1

Human Resources Clerk I

ES 2

Human Resources Clerk II

ES 3

Assistant Buildings and Grounds Coordinator
Branch Supervisor
Computer Room Supervisor
Department Clerk Supervisor
Head of Library Outreach Services
Head of Stack Service
Human Resources Specialist
Technical Services Clerk Supervisor

ES 4

Executive Secretary

ES 5

Administrative Assistant, Central
Assistant Director of Human Resources
Branch Head I (Hwd)
Cataloging Manager
Department Head I (Circ, CL, GI)
Systems Manager
Volunteer Coordinator

ES 6

Accounting Manager
Branch Head II (Mid)
Department Head II (Per)

ES 7

Assistant Director of Extension Services
Buildings and Grounds Coordinator
Department Manager
Public Relations Coordinator
Regional Branch Manager
Youth Services Coordinator

ES 8

Central Library Director
Extension Services Director
Finance Director
Human Resources Director
Technical Services Director

Unclassified

Library Director

GENERAL SERVICE

Job Titles

October, 1988

GS 2

Basement Clerk

Circulation Clerk I

Clerk Typist I

Mail Clerk

Materials Processor

Sorting Clerk

Special Page

Switchboard Operator I

GS 3

Acquisition Clerk Typist

Branch Clerk

Catalog Clerk Typist

Circulation Clerk II

Clerk, Newspaper Room

Clerk Typist II

Clerk Typist, Materials Selection

Clerk Typist, US Documents

Computer Technician I

Film Clerk

Library Outreach Services Clerk

Mail/Periodical Clerk

Receptionist

Stack Service Lead Worker

Stock Clerk

Switchboard Operator II

GS 4

Acquisitions Clerk
Central Director's Secretary
Computer Technician II
Lead Materials Processor
Materials Selection Clerk
Purchasing Clerk
Retrospective Conversion Clerk
Technical Services Specialist I

GS 5

Accounting Assistant
Branch Clerk Librarian
Children's Library Clerk Librarian
Film Clerk Librarian
General Information Clerk Librarian
Interlibrary Loan Clerk Librarian
Library Outreach Services Clerk Librarian
Periodical Clerk Librarian
Popular Library Clerk Librarian
Technical Services Specialist II

GS 6

Public^{Libr}~~Relations~~ ~~Assistant~~
Catalog Clerk Librarian
Circulation Clerk Supervisor
Graphic Artist
Printer
Senior Clerk Librarian

GS 7

PC Specialist

PROFESSIONAL SERVICE

Job Titles

January, 1988

PS 1

Catalog Librarian

Jail Librarian

Periodical Librarian

Popular Library Librarian

Reference Librarian

Young Adult Specialist

Youth Librarian

PS 2

Documents Librarian

Music Catalog Librarian

Senior Librarian, Automated Local Files

Senior Librarian, Business

Senior Librarian, Materials Selection

Senior Librarian, Music

Senior Librarian, Pacific Rim Specialist

Youth Programmer

HOURLY STAFF
Job Titles
January, 1988

Buildings and Grounds Worker I

Buildings and Grounds Worker II

~~Buildings and Grounds Lead Worker~~

Custodian

Delivery Truck Driver

Project Worker

Driver Clerk

Film Inspector

Page

titles.bu

EXEMPT STAFF
EFFECTIVE JULY 1, 1989

STEP	1	2	3	4	5	6	7
ES 1 Human Resources Clerk I	14,813 567.75 7.57	15,555 596.25 7.95	16,333 625.50 8.34	17,150 657.00 8.76	18,008 690.00 9.20	18,907 724.50 9.66	19,852 760.50 10.14
ES 2 Human Resources Clerk II	16,444 630.00 8.40	17,267 661.50 8.82	18,130 694.50 9.26	19,037 729.75 9.73	19,989 765.75 10.21	20,988 804.00 10.72	22,036 844.50 11.26
ES 3 Asst. Bldg. & Grounds Coord. Branch Supervisor Computer Room Supervisor Department Clerk Supervisor Head of Library Outreach Serv. Head of Stack Service Human Resources Specialist Technical Services Clerk Superv.	19,256 738.00 9.84	20,218 774.75 10.33	21,229 813.00 10.84	22,291 854.25 11.39	23,407 897.00 11.96	24,578 942.00 12.56	25,806 988.50 13.18
ES 4 Executive Secretary	22,487 861.75 11.49	23,614 904.50 12.06	24,794 950.25 12.67	26,033 997.50 13.30	27,335 1,047.00 13.96	28,704 1,099.50 14.66	30,138 1,155.00 15.40
ES 5 Administrative Asst. Central Asst. Director Human Resources Asst. Director Technical Serv. Volunteer Coordinator Department Head I (Circ, CL, GI) Systems Manager Technical Serv. Branch Head I	24,645 944.25 12.59	25,878 991.50 13.22	27,172 1,041.00 13.88	28,531 1,093.50 14.58	29,957 1,147.50 15.30	31,455 1,205.25 16.07	33,029 1,265.25 16.87
ES 6 Accounting Manager Branch Head II Department Head II (Per)	28,205 1,080.75 14.41	29,613 1,134.75 15.13	31,095 1,191.75 15.89	32,651 1,251.00 16.68	34,283 1,313.25 17.51	35,997 1,379.25 18.39	37,797 1,448.25 19.31

EXEMPT STAFF
EFFECTIVE JULY 1, 1989

STEP	1	2	3	4	5	6	7
ES 7 Asst. Director Extension Service	31,775	33,365	35,034	36,785	38,625	40,556	42,583
Buildings and Grounds Coord.	1,217.25	1,278.00	1,342.50	1,409.25	1,479.75	1,554.00	1,631.25
Department Manager	16.23	17.04	17.90	18.79	19.73	20.72	21.75
Public Relations Coordinator							
Regional Branch Manager							
Youth Services Coordinator							
ES 8 Central Library Director	34,861	36,605	38,435	40,357	42,374	44,491	46,719
Extension Services Director	1,335.75	1,402.50	1,472.25	1,546.50	1,623.75	1,704.75	1,790.25
Finance Director	17.81	18.70	19.63	20.62	21.65	22.73	23.87
Human Resources Director							
Technical Services Director							

1989\1990 SALARY SCHEDULE
EFFECTIVE JULY 1, 1989

GENERAL SERVICE		1	2	3	4	5	6
GS 2	Annual	12,023	12,623	13,255	13,918	14,613	
	Biweekly	460.50	483.75	507.75	533.25	560.25	
	Hourly	6.14	6.45	6.77	7.11	7.47	
GS 3	Annual	13,345	14,012	14,713	15,447	16,219	
	Biweekly	511.50	537.00	564.00	591.75	621.75	
	Hourly	6.82	7.16	7.52	7.89	8.29	
GS 4	Annual	14,813	15,555	16,333	17,150	18,008	
	Biweekly	567.75	596.25	625.50	657.00	690.00	
	Hourly	7.57	7.95	8.34	8.76	9.20	
GS 5	Annual	16,444	17,267	18,130	19,037	19,989	20,988
	Biweekly	630.00	661.50	694.50	729.75	765.75	804.00
	Hourly	8.40	8.82	9.26	9.73	10.21	10.72
GS 6	Annual	18,251	19,163	20,121	21,128	22,184	23,294
	Biweekly	699.00	734.25	771.00	809.25	849.75	892.50
	Hourly	9.32	9.79	10.28	10.79	11.33	11.90
GS 7	Annual	20,258	21,271	22,335	23,452	24,624	25,855
	Biweekly	776.25	815.25	855.75	898.50	943.50	990.75
	Hourly	10.35	10.87	11.41	11.98	12.58	13.21
PROFESSIONAL SERVICE							
PS 1	Annual	21,894	22,989	24,138	25,345	26,614	27,944
	Biweekly	838.50	880.50	924.75	971.25	1,020.00	1,071.00
	Hourly	11.18	11.74	12.33	12.95	13.60	14.28
PS 2	Annual	24,157	25,364	26,632	27,964	29,361	30,829
	Biweekly	925.50	972.00	1,020.75	1,071.75	1,125.00	1,181.25
	Hourly	12.34	12.96	13.61	14.29	15.00	15.75

1989 990 Salary Schedule
Effective July 1, 1989

HOURLY EMPLOYEES

	Hourly	Bi-wkly	Annual
Custodian	7.14	571.20	14,911
(After 6 months)	7.58	606.40	15,819
Delivery Truck Driver	9.90	792.00	20,681
(After 6 months)	10.19	815.20	21,287
Driver Clerk, LOS	9.90	742.50	19,389
(After 6 months)	10.19	764.25	19,956
Buildings & Grounds Worker I	8.20	656.00	17,116
(After 6 months)	8.74	699.20	18,240
Buildings & Grounds Worker II	9.90	792.00	20,681
(After 6 months)	10.19	815.20	21,287
Building & Grounds Project Worker	10.39	831.20	21,698
(After 6 months)	10.70	856.00	22,346

	Hourly	Bi-wkly	Annual
Pages/Film			
Inspectors	5.22	391.24	10,211
(After 6 months)	5.27	395.12	10,313
(After 18 months)	5.54	415.31	10,840

MAINTENANCE FILLING IN FOR DRIVER:

Fill-in 4 or more days before any increase.
Receives 5% increase over their own wages.

MULTNOMAH COUNTY LIBRARY
CLASSIFICATION DESCRIPTION

app 8/88

TITLE:	Branch Supervisor	DEPT:	Extension
		LOCATION:	Branches
REPORTS TO:	Regional Branch Manager	DATE:	August, 1988

BASIC FUNCTION:

Supervise the operations of a branch library and perform readers' advisory and ready reference services to patrons to contribute to the Library's effectiveness in serving the public.

DIMENSIONS:

Employees supervised: 2-10 full time and part time

NATURE AND SCOPE:

The Multnomah County Library consists of a Central Library, 14 branch libraries, and outreach services. The Branch Supervisors supervise the daily operations of a branch library within the system.

The following subordinates report to the Branch Supervisor:

Branch Clerk Librarian: These subordinates provide readers' advisory and ready reference assistance to patrons.

Branch Clerk: These subordinates perform circulation routines and clerical procedures in the branch.

Page: These subordinates file and shelve library materials.

MAJOR ACCOUNTABILITIES:

1. Supervises the daily operation of the branch.
2. Provides reference and reader's advisory service to the public.
3. Supervises and trains branch clerical and page staff.

MAJOR ACTIVITIES:

Supervises the day-to-day operations of the Branch and the staff. Approximately 20% of the time is spent supervising, planning, coordinating, and team building. Makes work assignments, assists in the preparation of manuals and instructions, responds to questions, and monitors progress. Selects, trains, and motivates subordinate staff; conducts performance evaluations. Prepares

Branch schedules and approves time off.

Assists patrons with ready reference and readers' advisory approximately 60-80% of the time; locates materials through the use of the catalog, indexes, and other collection resources; searches published material, bibliographies, the data base, and subject index to locate reference and research information requested by patrons in person, by telephone, or by letter.

Assists the Regional Branch Manager in the development and maintenance of the collection, maintains the vertical file, evaluates the condition of books, processes gift books, reads professional journals for reviews, and provides suggestions on acquisitions.

Prepares monthly activity reports and quarterly and annual statistics, maintains an on-going assessment of needs and repairs for the branch.

Requests branch repairs and contacts Buildings & Grounds in an emergency; makes recommendations for major purchases and equipment requests.

Troubleshoots computer terminal problems.

May work five hours per week on circulation terminals to keep apprised of new computer routines.

Handles complaints and problem people.

Performs related para-professional and administrative support tasks, as required.

MINIMUM QUALIFICATIONS:

Ability to organize, plan, and coordinate the activities of a branch library to ensure effective library services to the community.

Ability to effectively supervise a non-professional staff.

Ability to deal effectively with the staff and the public.

Ability to perform readers' advisory and reference services for children and adults.

Ability to assist in the maintenance of branch collections.

Ability to supervise or perform a wide variety of administrative support routines.

MULTNOMAH COUNTY LIBRARY
CLASSIFICATION DESCRIPTION

app 9/89

TITLE:	Executive Secretary	DEPT:	Administration
		LOCATION:	Admin. Building
REPORTS TO:	Library Director	DATE:	August, 1989

BASIC FUNCTION:

Provide administrative and clerical support to the Library Director to ensure the efficiency and effectiveness of the Library operations.

NATURE AND SCOPE:

Multnomah County Library is a private organization under contract to Multnomah County to provide comprehensive library services within the County area. The Multnomah County Library system consists of a Central Library, 14 branch libraries, outreach services, and a centralized administrative staff who report to the Library Director.

MAJOR ACCOUNTABILITIES:

1. Assure that the Director has a viable and operational office.
2. Demonstration of a high level of both written and verbal communication skills.
3. Assure the safeguarding of the Director's and Board's records by establishing and maintaining record policies and procedures.
4. Assure clerical support for the Board by establishing and maintaining Library Association of Portland records as prescribed in established procedures.
5. Assure the collection and compilation of library statistics by establishing and maintaining record procedures.
6. Assure that processes within the Director's office are facilitating and promoting Multnomah County Library at all levels.

MAJOR ACTIVITIES:

Organizes and maintains the materials and files for the office of the Director; develops automated and manual filing systems and procedures; ensures the efficient filing and retrieval of a wide variety of materials and documents.

Schedules appointments and maintains the daily calendar for the Director; screens all the Director's telephone calls..

Composes and/or types a wide variety of materials, reports, and correspondence on a personal computer with sophisticated wordprocessing and spreadsheet software.

Maintains and produces the service statistics for the system.

Organizes, types, and distributes the monthly Board packets; prepares and distributes materials for Board meetings.

Takes minutes from the monthly Board meetings; types the minutes for inclusion in the Board packet; organizes and maintains files of past Board records.

Performs a wide variety of administrative and clerical routines, as required.

MINIMUM QUALIFICATIONS:

Requires a minimum of 3 years experience as an Executive Secretary or Administrative Assistant to a Chief Executive Officer of an organization.

Requires a minimum of 3 years experience with personal computers, wordprocessing, and spreadsheets.

Ability to accurately compose materials and correspondence.

Ability to prepare and type statistical reports.

Ability to effectively organize and maintain complicated and large automated and manual filing systems.

Ability to deal with a wide variety of people with tact and discretion.

Ability to perform under a great deal of pressure and to work independently.

MULTNOMAH COUNTY LIBRARY
CLASSIFICATION DESCRIPTION

app 8/88

TITLE: Head of Children's Library DEPT: Children's Library
 (Department Head I) LOCATION: Central Library
REPORTS TO: Central Library Director DATE: August, 1988

BASIC FUNCTION:

Direct the Children's Library staff operations to provide efficient and effective service meeting patrons' needs.

DIMENSIONS:

Employees supervised: 4 full time
 5 part time

NATURE AND SCOPE:

The department maintains a children's collection of nearly 44,000 volumes with an annual circulation of approximately 136,000 items, and a circulating audiocassette collection. The department purchases material for children from preschool through eighth grade, as well as some adult material. The Children's Library is used by adults doing research in children's literature as well as by children, and also serves as the library system's reference and resource collection of children's materials. In addition, the department presents special programs such as story hours, film programs, puppet shows and special summer activities for patrons. Tours of the Central Library are conducted by this department for both children and adults interested in children's literature. Approximately three hundred groups visit the Central Children's Library each year.

The following subordinates report to the Head of Children's Library:

Central Youth Librarian: This subordinate serves an average of about two hours a day at the public service desk of the department. In addition, the Youth Librarian is accountable for maintaining a specified section of the collection and recommending replacement. This involves reviewing the conditions of materials in the section and seeing that shelves are properly stocked. The incumbent assists in story hour presentations, program planning, tours, display planning; engages in outreach activities such as school visiting and/or storytelling, book talks, and informational talks about library events and services.

Senior Clerk Librarian, Children's Library: This subordinate performs reference and readers' advisory service, assists patrons with questions, prepares some displays, maintains

a specified section of the collection, assists in the presentation of story hours, and performs a variety of clerical functions such as typing, filing, keeping records, and requisitioning supplies. The incumbent engages in occasional special outreach activities other than school visiting. The incumbent assists in the training and supervision of a part-time Clerk and the Pages.

Youth Clerk Librarians: These subordinates perform reference and readers' advisory services; they also assist in maintaining a specified section of the collection and perform miscellaneous clerical routines in support of the department.

Clerk Typist I (part time): This subordinate provides general clerical assistance to the department.

Pages: These subordinates shelve materials and provide general assistance.

MAJOR ACCOUNTABILITIES:

1. Assures an up-to-date, comprehensive and balanced collection of materials in the subject field of children's literature.
2. Assures effective public service in the Children's Library. Contributes to planning and presentation of special children's programs such as story hours, film programs, puppet shows, etc.
3. Assures a subordinate staff capable of effective current and future performance by selecting and developing subordinates.
4. Increases the visibility of the Central Library and Children's Services by promoting library services, resources and programs in the community.

MAJOR ACTIVITIES:

The primary function is to build and maintain an up-to-date, comprehensive and balanced collection of materials which is responsive to the present and anticipated needs of patrons. This requires keeping abreast of current knowledge in the subject field of children's literature, as well as being sensitive to patron preference. The Head of the Children's Library serves as a permanent member of the juvenile book selection committee, which selects children's materials for the library system. The incumbent administers the department's materials budget for replacement items. The incumbent assigns to subordinates the basic collection maintenance functions for specific sections of the department's collections.

The Head of the Children's Library directs the public service functions of the department to ensure that readers' advisory and reference needs are being met and that adequate desk coverage is available. The incumbent analyzes reference and circulation statistics, community analyses, patron requests, quality and depth of the collections to meet requirements, and ability of the department staff to provide public service.

Staff requirements for the department are anticipated by the Head of the Children's Library. A key responsibility is the supervision of the staff. The incumbent selects direct subordinates and trains or ensures proper training for subordinate staff by assessing training needs and assisting in the development of training programs to meet those needs. Ensuring staff effectiveness and the ability of each employee to perform the work is a major responsibility of the job. Motivating subordinates and ensuring a continued dynamic, progressive, and cohesive department staff is of prime importance.

The incumbent guides program planning and approves decisions regarding special department programs such as special story hours, film programs, puppet shows, etc. In addition, the incumbent visits schools and outside groups to discuss Children's Library services or literature.

The Head of the Children's Library maintains close recurring communication with a wide range of other library personnel, including the Coordinator of Youth Services, other Department Heads and Managers, Technical Services staff, Youth Programmer, and Branch Youth Librarians. The incumbent participates in regular meetings of the Central Library Department Managers and Heads to help form library policy.

Within the parameters of established policies and procedures, the Head of the Children's Library functions independently on daily operating matters. The Central Library Director is consulted with regard to key decisions and problems.

The Head of the Children's Library serves on library and community committees, attends and conducts meetings, assists the Central Library Director in formulating Central Library policy, and performs related tasks and projects as necessary.

MINIMUM QUALIFICATIONS:

ALA accredited Master's degree in Library Science.

Ability to supervise a staff of professionals and nonprofessionals.

Ability to plan, organize and manage a subject department.

Ability to maintain a balanced subject collection through acquisition of worthy and significant materials and the elimination of duplicate or obsolete material.

Ability to plan and execute children's programs.

Ability to provide readers' advisory and reference services.

Ability to communicate effectively the needs and goals of children's services to Administration, the community and other staff.

MULTNOMAH COUNTY LIBRARY
CLASSIFICATION DESCRIPTION

app 8/88

TITLE: Head of Periodicals	DEPT: Periodicals
REPORTS TO: Central Library Director	LOCATION: Central Library
	DATE: August, 1988

BASIC FUNCTION:

Direct the Periodicals Department operations to develop and maintain a periodicals collection and a staff which will assure satisfactory service to library patrons and subject departments.

DIMENSIONS:

Employees Supervised: 7 full time
8 part time

NATURE AND SCOPE:

The Periodical Department maintains a collection consisting of about 4,000 current periodical titles, 200 current newspaper titles, and 875 current microfilm titles. The department interfaces with library staff in other departments and agencies as well as patrons to consider new titles and review existing subscriptions for renewal or cancellation. All paid periodical material for the department's collection is processed through the Technical Services Department.

The following subordinates report to the Head of Periodicals:

Periodicals Librarian: This subordinate performs library reference, readers' advisory, and materials selection services, processes Oregon Regional Union List of Serials reports and card catalog entries, responds to written requests for information, and performs special projects as required.

Senior Clerk Librarian: This subordinate primarily prepares and adjusts work and desk schedules, oversees maintenance of equipment, serves on the public reference desk, and assists in the training and supervision of the Clerks and Pages.

Clerk Librarians: These subordinates serve on the public reference desk locating information and materials through the use of catalogs, indexes, and knowledge of the collection; perform ready reference work, and perform miscellaneous clerical routines in support of the department.

Periodicals Clerk: (part time) This subordinate has varied duties, including maintaining the circulating collection, typing, checking in periodical titles, processing newspapers and

performing a variety of other clerical functions.

Mail/Periodicals Clerk: This subordinate sorts Periodicals Department mail, checks in periodical titles, types, and performs a variety of other clerical functions.

Clerk, Newspaper Room: This subordinate supervises the Newspaper Room, processes newspapers and helps direct the other staff working in the Newspaper Room.

MAJOR ACCOUNTABILITIES:

1. Assures an up-to-date, comprehensive and balanced collection of periodicals.
2. Assures effective public service in the Periodical Department.
3. Assures a subordinate staff capable of effective current and future performance by selecting and developing subordinates.
4. Increases the visibility of the Central Library by promoting library services, resources and programs in the community.

MAJOR ACTIVITIES:

A primary function of the Head of Periodicals is to build and maintain an up-to-date, comprehensive and balanced collection of materials which is responsive to the present and anticipated needs of patrons. This requires keeping abreast of current knowledge in the subject field of periodicals as well as being sensitive to patron preference. Contacts are maintained with subject specialists, publishers' representatives, individual patrons and special interest groups. The incumbent is a permanent member of the systemwide Periodical Committee, working closely with the Periodicals staff, Subject Department Heads, Branch Managers and the Materials Selector to review the current collection, select new subscriptions, renew or cancel subscriptions. In making selections, the incumbent analyzes the authority of a publisher or editor, the periodicals value in relation to its field, accessibility through indexes, availability in the area, demand by patrons and subject departments, and the cost in relation to budgeting limitations. Implicit to the accountability for the growth and maintenance are decisions for the preservation of current titles, which may include binding for permanent files or acquisition of microforms.

The Head of Periodicals directs the public service functions of the department to ensure that reference needs are being met and that adequate desk coverage is available. A variety of

statistical data regarding periodical use, telephone calls, reference and reader advisory services, and other similar information is analyzed by the incumbent to assist in development of departmental plans.

Staff requirements for the department are anticipated by the Head of Periodicals. A key responsibility is the supervision of the staff. The incumbent selects direct subordinates and trains or ensures proper training for subordinate staff by assessing training needs and assisting in the development of training programs to meet those needs. Ensuring staff effectiveness and the ability of each employee to perform the work is a major responsibility of the job. Motivating subordinates and ensuring a continued dynamic, progressive and cohesive department staff is of prime importance.

Within the parameters of overall library objectives and policies, the Head of Periodicals functions independently on daily operating matters. The Central Library Director is consulted with regard to key decisions and problems.

Close, recurring communication is maintained with a wide range of other Department Heads and library personnel. These would include: Technical Services to assure the smooth and timely ordering of materials for the collection; Subject Department Heads to identify subscriptions relevant to their patrons' demands and their collections; other staff to provide sufficient storage space for older bound material.

The Head of Periodicals serves on library committees and makes community contacts, attends and conducts meetings, assists the Central Library Director in formulating Central Library policy, and performs related special assignments and projects, as required.

MINIMUM QUALIFICATIONS:

ALA accredited Master's degree in Library Science.

Ability to supervise a staff of professional and nonprofessional employees.

Ability to plan, organize and manage a large department.

Ability to select periodical materials, meeting patrons' needs and supporting the objectives of the other subject departments. Ability to provide readers' advisory services and reference to patrons.

MULTNOMAH COUNTY LIBRARY
CLASSIFICATION DESCRIPTION

app 3/89

TITLE:	Regional Branch Manager	DEPT:	Extension
		LOCATION:	Various
REPORTS TO:	Extension Services	DATE:	February, 1989
	Director		

BASIC FUNCTION:

Manages either two or five branch libraries and represents the libraries in the community in order to provide the most effective service to the patrons within the community.

DIMENSIONS:

Employees Supervised: 3-6 full time

NATURE AND SCOPE:

Multnomah County Library is a private organization under contract to Multnomah County to provide comprehensive library services within the County area. The system includes a Central Library which is a major resource and reference center, 14 branch libraries, and library outreach services.

The following subordinates report to the Regional Branch Manager:

Branch Supervisor: These subordinates supervise the daily operations of a branch library and provide ready reference services to the public.

Youth Librarians: These subordinates are responsible for youth services within the branches and to the community, such as school visiting, programming, story telling, reference and reader's advisory with children, collection maintenance and development.

MAJOR ACCOUNTABILITIES:

1. Provide library service which meets the needs of the communities.
2. Provide leadership and management for efficient operation of branch libraries within the region.
3. Represent the library in the community.
4. Plan improvements to facilities by suggesting or proposing specific changes to be made for more efficient branch

operation or better access to collections.

MAJOR ACTIVITIES:

The Regional Branch Manager is responsible for the effective and efficient operation of the branch libraries in the region. A key responsibility is supervision of the staff. The incumbent selects direct subordinates and reviews selection procedures and decisions made by direct subordinates. The incumbent trains or ensures proper training for subordinate staff by assessing training needs and assisting in the development of training programs to meet those needs. Motivating subordinates and ensuring a continued dynamic, progressive, and cohesive branch staff is of prime importance, including timely, informative, goals-oriented performance evaluation of subordinates.

The Regional Branch Manager represents the Library in the community by planning and conducting discussions with groups and individuals regarding services and materials available. The Regional Branch Manager incumbent researches community organizations and groups, their service or organizational goals, meeting times, and use of speakers or discussion leaders. Contact is made and maintained by the incumbent. When a request is made for a speaker or discussion leader, the incumbent prepares and presents the topic or requests the services of the appropriate staff member to prepare and present the topic.

The Regional Branch Manager is responsible for collection development and maintenance for the region. The incumbent works in concert with the Branch Supervisors, the Extension Services Director, the Adult Services Coordinator, and other staff responsible for collection development. The incumbent analyzes trends, maintains an awareness of community wants and needs, reads professional reviews, evaluates circulation statistics, and other resources to determine overall acquisition trends. The incumbent sets standards for selection, weeding, and discarding for each branch in the region.

The Regional Branch Manager participates in setting goals and objectives for the region; short term and long term goals for the region are prepared with the advice and cooperation of subordinate staff. The incumbent implements programs to accomplish the goals, monitors progress, making adjustment as necessary, and ensures quality and timeliness in the end results. Special projects and programs are planned which enhance the image of the Library in the community and encourage increased patronage. The incumbent works closely with the Adult Services Coordinator and the Youth Services Coordinator in developing and scheduling programs for the branch libraries.

The Regional Branch Manager directs the public service functions of the branches to ensure that readers' advisory and reference

needs are being met and that adequate desk coverage is available. The incumbent analyzes reference and circulation statistics, community analyses, patron requests, quality and depth of the collections to meet requests, and ability of the branch staff to provide public service.

The Regional Branch Manager makes recommendations for building and grounds capital improvements to the Buildings and Grounds Coordinator and Extension Services Director. The incumbent reviews major purchase and equipment requests from the Branch Supervisors.

The Regional Branch Manager serves on library and community committees, attends and conducts meetings, assists the Extension Services Director in formulating Extension Services policy, and performs related tasks and projects as necessary.

MINIMUM QUALIFICATIONS:

ALA accredited Master's degree in Library Science.

Ability to organize, plan for, and manage several branch libraries.

Ability to plan and develop branch materials collections to effectively meet community needs.

Ability to supervise, train, and motivate professional and supervisory staff to effectively serve a wide audience of patrons.

Ability to direct readers' advisory, reference, and information services.

Ability to participate in a wide variety of educational and community projects.

MULTNOMAH COUNTY LIBRARY
CLASSIFICATION DESCRIPTION

app 9/89

TITLE:	Extension Services	DEPT.:	Extension
	Director	LOCATION:	Admin. Building
REPORTS TO:	Library Director	DATE:	August, 1989

BASIC FUNCTION:

Administer the operations of the branch libraries and outreach department of the Library to provide the most effective and efficient service to the patrons of Multnomah County Library.

DIMENSIONS:

Employees supervised: 6 full time

NATURE AND SCOPE:

Multnomah County Library is a private organization under contract to Multnomah County to provide comprehensive library services within the County area. The system includes a Central Library which is a major resource and reference center, 14 branch libraries, and outreach services. Branch collections consist for the most part of ready reference materials and popular fiction and non-fiction materials. Branch libraries range in size from small to large, with the small branches consisting of 4-5 full time and part time employees, and the largest branches employing 12-14 full time and part time employees.

The following subordinates report to the Extension Services Director:

Assistant Director of Extension Services: This subordinate is responsible for library outreach services, delivery, mail, sorting, and clerical support staff and for providing administrative support to the department.

Regional Branch Managers: These subordinates manage two to five branch libraries and represent the libraries in the community in order to provide the most effective service to the patrons within the community.

Branch Heads: These subordinates manage the 2 largest branch libraries in the system.

MAJOR ACCOUNTABILITIES:

1. Improve collections in Extension Services.
2. Improve library service in the branches and systemwide.

3. Manage the Extension Services operation and promote professional growth for employees to ensure effective and responsive service to the organization.

4. Plan for the future of Extension Services.

MAJOR ACTIVITIES:

The Extension Services Director is responsible for the effective and efficient operation of the branch libraries and outreach services department. The key responsibility is supervision of the staff. The incumbent selects direct subordinates and reviews selection procedures and decisions made by direct subordinates.

The incumbent trains or ensures proper training for subordinate staff by assessing training needs and assisting in the development of training programs to meet those needs. Motivating subordinates and ensuring a continued dynamic, progressive, and cohesive extension services staff is of prime importance, including timely, informative, goals-oriented performance evaluation of subordinates.

The Extension Services Director participates in the overall goals planning for the entire Library system and works in concert with the other members of the Library Director's Cabinet. Short term and long term goals for Extension are prepared with the advice and cooperation of subordinate staff. The incumbent implements programs to accomplish the goals including writing grants, monitors progress making adjustments as necessary, and ensures quality and timeliness in the end results.

The Extension Services Director evaluates the effectiveness of public service within extension services. The incumbent examines work methods, work flow patterns, duplicate processes from branch to branch, records management, current and projected automation needs, physical layouts, and time/motion patterns. Staffing needs are continually assessed and appropriate adjustments made. Staff effectiveness and the ability of each employee to perform the work is a major responsibility of the job. Recommendation is made when it becomes necessary to discipline or discharge an employee.

The Extension Services Director participates in collection management to ensure that the collection meets patron needs and serves its purpose as a branch library. The incumbent evaluates the quality of the reference and circulating collections, participates in determining the appropriate mix of reference to circulating materials, and develops overall standards for binding, mending, weeding, and discarding materials. The incumbent examines storage space availability, patron

accessibility, and future needs.

The Extension Services Director serves on the Library Director's Cabinet to contribute to the development of overall Library goals, plans, and annual budget.

The Extension Services Director performs related tasks and special assignments, as necessary.

MINIMUM QUALIFICATIONS:

Master's Degree in Library Science from an ALA accredited university.

Requires a minimum of three years of experience managing and supervising a large library operation.

In-depth knowledge of public library reference and circulating collections.

Demonstrated ability to organize and manage a large and diverse operation.

Demonstrated ability to effectively select, train, motivate, and evaluate a staff of managers.

Ability to develop, present, implement, and monitor goals and plans.

Ability to work effectively within overall Library goals and standards and cooperate with other departments and services.

Ability to work independently and meet established deadlines.

MULTNOMAH COUNTY LIBRARY
CLASSIFICATION DESCRIPTION

TITLE:	Circulation Clerk I	DEPT.:	Circulation
		LOCATION:	Central Library
REPORTS TO:	Circulation Services Supervisors	DATE:	September, 1985

BASIC FUNCTION:

Serve at a public service desk to provide accurate and timely service to Library patrons.

NATURE AND SCOPE:

The Circulation Clerk I's report to the Circulation Clerk Supervisors, Computer Specialists, and the Assistant of Circulation.

The Circulation Clerk I's normally serve at the Return, Check-in, and Check-out public service desks. Close supervision is afforded and difficult patron questions usually are referred to a supervisor. Off-desk assignments are limited.

The circulation system of the Library employs a central computer system to assist in monitoring the circulation of materials.

MAJOR ACTIVITIES:

Serves the public at the Return, Check-in, and Check-out desks. This involves answering general questions about circulation procedures, providing direction to patrons, checking in and out materials with a laser scanner or CRT, searching briefcases, back packs, etc., collecting fines, and roughly sorting books returned.

Inputs data into the computer using a keyboard terminal. Enters item and patron information and zebra numbers; accesses and updates item information for "Lost in Circulation" material.

Answers the telephone responding to general questions concerning circulation procedures or placing searches on books patrons claim they have returned.

Notifies the appropriate Library authority if a patron attempts to leave the Library with unchecked materials or for refusing a "pack check", or if a patron who has been banned or may be banned enters the Library.

Performs special assignments and related clerical tasks such as processing overdues, keeping statistics, typing letters, or opening up desks in the morning.

(continued on next page)

Circulation Clerk I
September, 1985
Page Two

WORKING CONDITIONS:

The Circulation Clerk I may lift between 20 and 30 pounds at a time in the sorting check-in and check desk processes. A concern is constant exposure to drafts (particularly cold during winter) as patrons enter and leave the facility, and the varying temperatures within the Department.

MINIMUM QUALIFICATIONS:

Ability to perform material check-in and out procedures.

Ability to serve the public.

Ability to respond to patron questions on circulation procedures.

Ability to operate a laser scanner and CRT.

Ability to type.

MULTNOMAH COUNTY LIBRARY
CLASSIFICATION DESCRIPTION

app 8/88

TITLE:	Branch Clerk	DEPT:	Extension
		LOCATION:	Branches
REPORTS TO:	Branch Supervisor or Branch Head	DATE:	August, 1988

BASIC FUNCTION:

Perform circulation routines and clerical procedures to contribute to the overall effectiveness of the Branch Library.

NATURE AND SCOPE:

The Multnomah County Library consists of a Central Library, 14 Branch libraries, and outreach services. The Branch Clerks work primarily on the circulation desks in a Branch library.

MAJOR ACTIVITIES:

Computer Desk Routines: Sets up desk. Puts out daily cash on hand and change for the copier. Checks books, magazines, art prints, videos, and pamphlets in and out. Computes and collects fines. Clearcharges paid returned books. Renews books. Revises books for condition. Hands out desk reference books. Hands out reserve and request books being held for patrons. Registers and enters new borrowers. Enters name, address changes, video registration, and lost card information. Re-registers borrowers. Makes inquiry for borrower's card set "Exception" on light pen. Makes inquiry for borrowers who have forgotten cards and for re-registering borrowers. Clears fines from patron's records. Enter mail returns. Checks data base for reserves. Enters new items (magazines and gift paperbacks). Changes agency for exchange books. Answers telephone. Keeps record of telephone calls. Checks out to discard, bindery, and mending. Does title inquiries for patrons. Does title inquires on gift books. Writes receipts for lost books and refunds. Takes reserves and requests. Checks engravers in and out. Checks for last copies.

Catalog Cards: Files catalog, shelf list, and Exchange cards, juvenile and adult. Pulls catalog cards for discards, lost in circulation books, and returning exchange books. Changes entries on catalog cards.

Typing: Types bi-weekly checkin time sheet. Types magazine cards, assigns zebra labels to magazines, keeps magazine file. Types refund letters. Types claims returned letters.

Exchange Books: Processes Exchange books coming to branch. Checks the finding card file monthly for books to return.

Charges book to Exchange or next agency on the wheel. Crosses off agency on date due slip and puts book in back for supervisor's revision.

Cash: Counts and records daily cash, entering and verifying and filing "L & P's", refunds, and video registrations. Sends in cash to Accounting Office. Prepares and balances cash book monthly. Types monthly cash report.

Requisitions: Prepares and types requisitions once a month. Inventories supplies when they arrive. Keeps inventory of forms current.

Overdues: Handles paperwork and computer regarding damaged books and types notices. Refunds for lost, returned books. Searches terminal and shelves for snag books. Maintains the claims returned file. Handles notices of items overdue between agencies. Handles books returned from old circulation system.

Periodicals: Checks in new magazines. Maintains the periodical file. Types new periodical list twice a year; updates list when necessary.

Telephone Books and College Catalogs: Checks in and updates collection.

Reserves: Places reserves in terminal. Maintains reserve file. Sends out reserve notices when they arrive from Circulation Services. Cancels holds. Sends reserves to other agencies.

Lost and Found: Returns school, personal, and other library books left at Branch to Extension. Handles lost and found box.

Statistics: Keeps daily and monthly statistics and types reports.

Files: Processes pams for Vertical file. Maintains picture file. Files civil service job announcements and keeps file up to date.

Requests: Searches database for available copies. Calls agencies for available copies. Maintains file of books to be received from other agencies. Matches books to file record. Calls patrons when books are available.

Ready Reference: Assists patrons in locating materials and sources in the absence of a clerk librarian or supervisor.

Miscellaneous: Sorts and distributes daily mail. Keeps meeting room calendar. Sends patrons registration to Circulation Services. Processes books to be sent to discard, bindery, and mending. Processes S.E. Asian materials. Sorts the inter-

library mail. Deletes borrowers and items from terminal as necessary. Processes and checks in new books. Processes transfers and catalog change forms. Performs related activities as required.

MINIMUM QUALIFICATIONS:

Ability to deal effectively with a wide variety of people.

Ability to perform circulation routines with automated equipment.

Ability to perform a wide variety of branch clerical procedures.

Ability to type and operate other equipment as required.

MULTNOMAH COUNTY LIBRARY
CLASSIFICATION DESCRIPTION

TITLE:	Lead Materials Processor	DEPT.:	Tech.Services
REPORTS TO:	Technical Services Clerical Supervisor	LOCATION:	Central Library
		DATE:	November, 1985

BASIC FUNCTION:

Perform materials processing duties and lead work responsibilities in unit of Technical Services Department to provide for the extended usefulness and physical attractiveness of materials.

NATURE AND SCOPE:

The Material Processing section of Technical Services prepares new and rebound materials for public use and mends and cleans Library materials.

The Lead Materials Processor is the lead worker in the unit, trains the Materials Processors, checks the work, answers questions regarding procedures, and oversees the smooth and efficient operation of the unit.

MAJOR ACTIVITIES:

Unpacks all incoming boxes of materials for repair. Sorts and distributes to the Materials Processor new materials to be prepared for public use and materials to be repaired.

Inspects all material leaving the materials preparation area to make sure that all processing procedures have been performed correctly. The incumbent sorts completed new materials onto shelves for the Central departments and into the "new book bin" for distribution to the branches; sorts mended and rebound material for circulation checkin and delivery to the holding agency.

Leads the Materials Processors in performing materials processing functions. This involves setting production goals, allocating the day's work, and checking work and explaining errors as an on-the-job training technique.

Performs all materials processing functions, such as mending, stapling, sanding, making pam. covers, applying data due slips and plastic jackets to books, preparing sound recordings for circulation, laminating and thermobinding.

Operates machinery including electric hole punch, electric stapler, electric drill, and paper cutters.

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Lead Materials Processor
November, 1985
Page Two

Requisitions supplies as needed.

Performs related tasks, as required.

WORKING CONDITIONS:

The Lead Materials Processor works in an environment which is occasionally dusty and is semi-noisy. May contain glue and solvent fumes. Occasionally lifts materials weighing up to 40 pounds.

MINIMUM QUALIFICATIONS:

Ability to train and direct the work of others.

Ability to perform repair and finishing procedures quickly, neatly, and independently.

Ability to inspect material and determine nature of repairs needed.

Knowledge of the uses, and precautions needed in the use of, the glues and solvents for mending and finishing procedures.

Ability to operate the equipment used in mending books.

MULTNOMAH COUNTY LIBRARY
CLASSIFICATION DESCRIPTION

TITLE:	Purchasing Clerk	DEPT.:	Finance
		LOCATION:	Administration
REPORTS TO:	Finance Director	DATE:	November, 1987

BASIC FUNCTION:

Order, maintain, account for, and supply to all agencies office supplies, equipment, and services in a cost-effective, timely manner.

NATURE AND SCOPE:

The Purchasing Clerk is responsible for ordering and providing to all Library agencies up to several thousand office supply items valued at \$250,000 per year from 60-75 suppliers, ordering from 36 suppliers on a regular basis ranging from once a month to once every 3 months and from the others as needed. The incumbent is also responsible for the paperwork and some additional support work on purchases of furniture and equipment and for custodial and automotive purchases, for processing and payment of supply and materials invoices, for purchase and issuing of postage stamps and meter strips, and for repair calls for equipment. Invoices for these services may total \$2,000,000 annually.

MAJOR ACTIVITIES:

Orders supplies and equipment from vendors based upon stock needs and department requisitions; orders printed forms from the Print Shop; verifies and inventories all materials; authorizes invoices for payment. This may involve supplies search and price comparisons and advice to requesting departments.

Maintains active files of equipment (including vehicles), utility accounts, purchase orders, maintenance contracts, support contracts, stock items, and a subject index to certain purchases, services, and repairs.

Authorizes invoices for payment by Accounting by matching to purchase order or other files, verifying item, quantity, price, etc., and forwarding to the Finance Director for approval.

Arranges for repair service in response to need for office machine repairs as identified by various departments.

Prepares vouchers for mailing with appropriate invoices, and verifies parts to be mailed or kept.

Assists in other Accounting Office routines such as, counting Purchasing Clerk

November, 1987

Page Two

cash, data entry for Accounting system, and maintaining departmental files.

Performs related clerical and administrative support tasks, as required.

MINIMUM QUALIFICATIONS:

Ability to maintain inventories and purchase supplies.

Ability to maintain records and account balances.

Ability to perform related clerical tasks.

Ability to type accurately and operate 10 key adding machine.

Ability to deal tactfully and effectively with staff of the Library and dealers.

MULTNOMAH COUNTY LIBRARY
CLASSIFICATION DESCRIPTION

app 8/88

TITLE:	Branch Clerk Librarian	DEPT.:	Extension
		LOCATION:	Branches
REPORTS TO:	Branch Supervisor or Branch Head	DATE:	August, 1988

BASIC FUNCTION:

Provide reader's advisory and ready reference assistance to adults and children to contribute to the Library's effectiveness in serving the public.

NATURE AND SCOPE:

The Multnomah County Library consists of a Central Library, 14 branch libraries, and outreach services. The Branch Clerk Librarians work in a branch library with primary responsibility for ready reference and readers' advisory services for adults and children.

MAJOR ACTIVITIES:

Assists patrons in finding informational and reading materials either in person or by phone. Checks catalog to determine if books are owned by the Library and refers patrons to other sources as needed. Uses ready reference material to answer specific patron inquiries. Questions that cannot be answered are referred to the Central Library Reference Line or to a branch professional librarian, manager, or supervisor. This activity comprises approximately 80% of the job.

Other related tasks include responsibility for new book routines, card catalog filing, the pamphlet file, and decision books.

May be regularly scheduled on circulation desks approximately five hours per week.

May be in charge of a Branch in the absence of the Branch Supervisor or Regional Branch Manager.

Performs related tasks as required.

MINIMUM QUALIFICATIONS:

Ability to provide ready reference and reader's advisory services for both adults and children.

Ability to deal effectively with a wide variety of people.

Ability to perform complex clerical and support tasks.

Ability to type accurately.

MULTNOMAH COUNTY LIBRARY
CLASSIFICATION DESCRIPTION

app 12/88

TITLE:	Senior Clerk Librarian	DEPT:	Various
		LOCATION:	Various
REPORTS TO:	Department Head	DATE:	November, 1988

BASIC FUNCTION:

Perform readers' advisory and reference services to patrons to contribute to the Library's effectiveness in serving the public; provide training and work direction to subordinate staff.

NATURE AND SCOPE:

Senior Clerk Librarians work in the Periodical Department and the Children's Library at the Central Library where the emphasis is on readers' advisory and reference and assistance to the Department Head in overseeing the work of subordinate staff.

MAJOR ACTIVITIES:

Provide reference and readers' advisory assistance at public service desks. Assist patrons in locating materials through the use of the catalog, indexes, and other sources and through knowledge of the department collection. Search published material, bibliographies, the data base, and subject indexes to locate reference and research information requested by patrons in person and by telephone. May also locate research information requested by letter.

Oversee and direct the activities of pages; may oversee the work of clerks to ensure that the clerical functions of the department are performed efficiently. Make work assignments, assist in the preparation of manuals and instructions, respond to questions, and monitor progress. May assist in the selection and training of clerks and/or pages; may also assist in the supervision of volunteers and practicum students. Provide input on performance evaluations; prepare department schedules.

May assist the Department Head in the maintenance of the collection by maintaining records, evaluating condition of books, classifying and processing print and/or non-print materials, providing suggestions on acquisitions, and sending books to mending and binding.

Oversee the proper functioning of departmental equipment and machines.

May assist in organizing displays, planning departmental programs, participating in community outreach, and conducting

tours of the library.

Direct department daily operations in the absence of the Department Head or other professional.

Perform related para-professional and clerical activities such as typing, filing, revising, maintaining bookkeeping, statistical, and cash records, and supplies.

Perform related tasks, as required.

MINIMUM QUALIFICATIONS:

Ability to perform readers' advisory and reference services for patrons.

Ability to direct and oversee the work of subordinate clerks, pages, volunteers, and practicum students.

Ability to participate in the development and maintenance of department collections.

Ability to direct department operations in absence of the Department Head or other professional.

Ability to type, perform clerical routines, and operate various equipment.

MULTNOMAH COUNTY LIBRARY
CLASSIFICATION DESCRIPTION

app 9/88

TITLE:	Printer	DEPT:	Print Shop
REPORTS TO:	Public Relations Coordinator	LOCATION:	Administration
		DATE:	October, 1988

BASIC FUNCTION:

Operates the Library Print Shop to produce the printed materials needed for library operations within quality and cost effective standards.

NATURE AND SCOPE:

The Library print shop operation requires the printing, collating, stapling, padding, and trimming of a variety of materials. These materials include printed forms, booklists, service brochures, bookmarks, procedural manuals, and posters and flyers for special programs. Approximately 205,000 impressions are printed each month, representing a minimum of 125 press set-ups.

The department equipment includes one ATR Chief 217 Press with Kompac water unit; one Dynaclamp 36' Seybold cutter; one folder; one 3M MR412 direct image platemaker; one collator; one stapler; and access to the drill in mending.

MAJOR ACTIVITIES:

Operates the press at least 50% of the time; trims and cuts approximately 15% of the time; performs or arranges for regular maintenance routines with both the press and cutter.

Acts as traffic manager for production team consisting of the full time Printer, Graphic Artist (40 hours bi-weekly) and full time Publications Specialist. Plans and monitors department work flow to insure that client deadlines will be met. Coordinates with other members of the production team to determine delivery priorities; recommends outside vendors as necessary in order to meet deadlines. Meets regularly with team members to insure quality finished product.

Consults with Graphic Artist regarding paper and ink choices, design and layout, based on capability of printing equipment; mixes inks when necessary; decides paper cuts specific for jobs to be run and cuts paper when necessary. Performs minimal layout tasks when necessary.

Makes plates and performs regular maintenance routines on the

plate-maker.

Maintains records for major repairs, servicing, and service contracts of all equipment; recommends outside service vendors when necessary; makes recommendations for future replacement or purchase of equipment.

Maintains inventory of paper and other supplies; maintains inventory records; establishes and maintains contacts with suppliers. Maintains statistics of printed materials produced by the print shop; includes statistics in monthly reports.

Directs the work flow for the part-time Page (45 hours bi-weekly) and part-time Printer (24 hours bi-weekly).

As needed, presents information regarding printing procedures and capabilities; demonstrates and explains printing procedures and capabilities to public relations staff in order to work effectively as a team.

Performs related tasks as required.

WORKING CONDITIONS:

The Printer works with solvents, equipment with moving parts, and fills and drains plate processor tanks. The incumbent stands most of the work day and lifts materials up to 35 pounds, such as boxes of paper and materials, ink unit of press, and plate processor rollers.

MINIMUM QUALIFICATIONS:

Requires a minimum of 2 years of experience as a press operator.

Ability to operate a 2-color offset press, large guillotine cutter, simple direct-image platemaker, folding machines, collator, and stapler.

Ability to mix and match colors on printing jobs.

Ability to oversee the maintenance of mechanical equipment: press, cutter, platemaker, folder.

Ability to organize work flow and maintain appropriate records.

MULTNOMAH COUNTY LIBRARY
CLASSIFICATION DESCRIPTION

app 4/89

TITLE:	PC Specialist	DEPT:	Finance
REPORTS TO:	Finance Director	LOCATION:	Administration
		DATE:	July, 1989

BASIC FUNCTION:

Provides personal computer support for Library system; assists with both software and hardware problems; develops long range plans.

NATURE AND SCOPE:

The Multnomah County Library system includes a Central Library, 14 branch libraries, and an administrative building. Each work unit has at least one personal computer, approximately 60 throughout the system. Each computer may have several software programs and several regular users. In addition, the library circulation system is automated. Planning for local area networks between PC systems and between PC's and the circulation system are a major responsibility.

MAJOR ACTIVITIES INCLUDE:

Perform research and evaluation of hardware and software. Monitor market trends and new product development. Determine user needs; make recommendations for purchase of equipment and programs; assist in the development of local area networks.

Install software and configure systems; develop menus using batch files; write CONFIG.SYS and AUTOEXEC.BAT files to customize computers to use certain software and peripherals. Implement printer configurations to interface with various types of software. Check, reconfigure and reroute DOS file system.

Train library staff in the use of hardware and applications; supplement outside coursework in WordPerfect and other programs so that the training is more individualized; ensure that both equipment and programs are fully utilized.

Assist computer users with difficulties and problems; evaluate the problem; determine if the problem is hardware, software, or user related; determine what needs to be done to solve the problem; consult with vendors or manufacturers for advice and assistance, if necessary.

Maintain and repair the library's 60+ personal computers. Disassemble equipment, evaluate the repair required, remove damaged or defective parts such as the hard drive or bad cables,

replace parts or send them to manufacturer for repair. Perform minor preventative maintenance routines such as oiling fan motor or cleaning printers.

Prepare and distribute guidelines for computer management and systemwide consistency, such as guidelines for backing up, setting clocks, subdirectories, start the computer, and file management.

Maintain inventories of hardware and software for security purposes; track hardware, software, locations, serial numbers, warranties, equipment marking, and other means of identification.

Chair the in-house User's Group; set up regular meetings, determine agenda items, ensure appropriate staff are included in the group, monitor effectiveness.

Perform related projects and tasks, as required.

MINIMUM QUALIFICATIONS:

Requires a minimum of 3 years experience with hardware and software applications and the maintenance and repair of computer equipment.

In depth knowledge of WordPerfect; working knowledge of Lotus 1,2,3 and Paradox.

Working knowledge of local area networks.

Knowledge of standard office routines and procedures.

Ability to recognize and set priorities and to plan and organize work, meeting established deadlines.

Ability to deal effectively with a wide variety of people with tact and discretion, in person and on the telephone.

Ability to work independently, with a minimum of supervision.

Ability to work well under pressure.

Ability to type quickly and accurately.

MULTNOMAH COUNTY LIBRARY
CLASSIFICATION DESCRIPTION

TITLE:	Reference Librarian	DEPT.:	Various
REPORTS TO:	A Department Head	LOCATION:	Central Library
		DATE:	January, 1986

BASIC FUNCTION:

Perform library reference, readers' advisory, and materials selection services to contribute to the enlightenment and enjoyment of the Library's patrons.

NATURE AND SCOPE:

Reference Librarians report to a Department Head in one of the following departments: Art and Music; Science, Sociology, and Business; and Literature and History.

A Reference Librarian is generally assigned to various public reference desks approximately seventy percent of the time. Reference Librarians staff the public service desk in their departments and also are regularly scheduled at the Catalog Information Desk on the second floor. The employee scheduled at the Catalog Information Desk at night is in charge of the Central Library Building.

A major activity of the Reference Librarian while at a public desk is assisting patrons, in person or by telephone, in locating materials and sources of information. In most instances, the incumbent interviews patrons to ascertain their needs and problems and responds to questions. In this effort the incumbent uses various indexes, catalogs, bibliographies, and an understanding of the collection to assist patrons.

Other requests are more complex, involving the Reference Librarian in mentally challenging reference and bibliographic search. These requests may involve highly technical subjects in a variety of subject areas. Although the incumbent is not expected to know the answers to these technical questions, familiarity with various reference books which would lead to the requested information or materials is required.

The Reference Librarians may answer approximately 15,000 reference and readers' advisory questions per month at public reference desks.

Collection maintenance is another key function of the Reference Librarian. An incumbent is assigned one specific area of the collection. In this area, the incumbent recommends to the Department Head selection of books and other library materials
(continued on next page)

Reference Librarian
January, 1986
Page Two

based on an assessment of reader interest and trends in current topics. The incumbent reads book reviews in major review periodicals and special subject periodicals and may read the material completely to decide on selections best meeting the needs and interests of patrons. Selection of new materials also takes into consideration the development and maintenance of the current collection, its overall strengths and weaknesses. A determination is made as to whether titles declared missing should be replaced and periodically the incumbent examines an assigned portion of the collection to decide which material should be moved to stacks, discarded, rebound, or mended. The final approval for acquisition, order lists, and zero copy discards is made by the Department Head.

Although the Reference Librarians have no direct reporting subordinates, they assist in training and directing the pages, clerks, and clerk librarians and, in some cases, other Reference Librarians for specific tasks.

The Reference Librarian may assist in the performance of any of the following activities: maintaining department files, indexes, and catalogs; processing new materials; preparing new material and general information displays; minor cataloging; preparing talks and special programs; booklists and bibliographies. Reference Librarians perform special assignments and related tasks as required.

MINIMUM QUALIFICATIONS:

ALA accredited MLS.

Ability to use standard library information and reference sources to provide readers' advisory and reference services to patrons.

Ability to use specific subject reference tools and other resources to respond to complex subject inquiries.

Ability to participate in the selection of new library material and make recommendations relating to a specific subject area.

Ability to provide working direction and technical guidance to pages, clerks, clerk librarians, and, in some cases, other professional librarians.

MULTNOMAH COUNTY LIBRARY
CLASSIFICATION DESCRIPTION

TITLE:	Senior Librarian, Business	DEPT.:	Science & Bus.
REPORTS TO:	Department Manager, Science & Business	LOCATION:	Central Library
		DATE:	February, 1987

BASIC FUNCTION:

Plan, organize, and manage the Library's reference service to local municipal and county government officials and to the local metropolitan business community.

NATURE AND SCOPE:

The Senior Librarian, Business reports to the Department Manager, Science & Business, as do the Documents Librarian, the Reference Librarians, and Clerks.

MAJOR ACTIVITIES:

Developing, maintaining, and promoting a high-level reference and referral service in areas relating to technical and business subjects (under the direction of the Department Manager, Science & Business).

Maintaining contact with local government officials and members of the business community to identify their needs.

Under the direction of the Department Manager, Science & Business, developing, planning, and administering complex projects which improve the Library's business service.

Promoting the Library's information services to the business and government communities.

Selecting and maintaining collections of business information which meet the needs of the targeted markets.

Serving as an on-line information service resource person, assessing needs and developing and implementing activities which lead to competence for all Library on-line searchers. The incumbent may also provide regular evaluation of searchers' performances.

Working on public service reference desks in the Science & Business Department and on the second floor Public Information Desk, assisting patrons in person or by telephone in locating materials and sources of information. In most cases the incumbent interviews patrons to ascertain their needs and problems and respond to questions. In this effort the incumbent

(continued on next page)

Senior Librarian, Business
February, 1987
Page Two

may use various catalogs, bibliographies, data bases, and an understanding of the collection to help patrons.

Although the Senior Librarian, Business has no direct reporting subordinates, he/she may assist in training, directing,, and evaluating Reference Librarians.

The Senior Librarian, Business performs special assignments and related tasks, as requested.

MINIMUM QUALIFICATIONS:

ALA accredited MLS.

Ability to manage complex projects, including project planning, administration, and coordination; recognizing and setting priorities; and planning, organizing, and coordinating one's own work and that of others.

Ability to effectively plan, organize, and manage collections of materials relating to technical and business subjects.

In-depth knowledge of principles and practices of on-line information retrieval systems.

Ability to direct, train, and motivate a staff of professional librarians.

Ability to use standard library information and reference sources to provide readers' advisory and reference services to patrons.

Ability to use specific subject reference tools and other resources to respond to complex subject inquiries.

Ability to participate in the selection of new library materials and to make recommendations relating to specific subject areas.

Ability to communicate well orally and in writing, and to promote the Library's services to various community groups.

MULTNOMAH COUNTY LIBRARY
CLASSIFICATION DESCRIPTION

TITLE:	Page	DEPT.:	Various
		LOCATION:	Various
REPORTS TO:	Various	DATE:	April, 1986

BASIC FUNCTION:

Locate, move, retrieve, sort, revise, and shelve (promptly and accurately) Library materials to provide maximum availability to patrons and contribute to efficient and effective Library services.

NATURE AND SCOPE:

The Library circulates several million different materials annually, including books, records and art reproductions, documents, and magazines. Reporting relationships vary, but many Pages report to a Branch Supervisor, Department Head, or Senior Clerk Librarian.

MAJOR ACTIVITIES:

Sorts, locates, and shelves, according to the Dewey Decimal System or by numerical or alphabetical sequence, materials in public rooms and overflow shelves and carts; reads shelves for accuracy, revises materials and retrieves library materials upon request.

Moves materials in certain areas upon request and transports materials to proper departments, stacks, or agencies, generally in hand-operated carts within a given facility. Includes the preparation and packing of materials for transport to other agencies or departments.

MINOR ACTIVITIES:

Circulation desk routines: checking books in and out, clear-charging books, renewing books, accepting fines on books, and answering the phone when necessary.

Mending and processing routines: washing books, erasing marks, taping tears,, providing protective coverings, reinforcing magazines, stamping books with agency name or for paperback exchange or discard, cleaning stamps and stamp pads, attaching Z labels and date-due slips in materials, prepares materials for discard and recycling by boxing and labeling.

Delivery: unpacks and pre-sorts daily delivery and mail, packs all materials leaving branch.

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Page
April, 1986
Page Two

Supplies: requests Page supplies from requisitioning, stamps new supplies and forms, replenishes supplies of scratch paper, pencils, and copying supplies for the public area.

Miscellaneous: Performs opening and closing routines at the instructions of the supervisor.

Searches shelves for book, exchange returns, or claims returned upon request.

Directs patrons by identifying location of card catalog, restrooms, etc. or by referring them to appropriate personnel for assistance.

Sets up projector and screen and projects films if trained.

Changes and sets up bulletin boards and displays under supervision.

Cares for indoor plants.

Goes to bank for change.

Does general straightening and other minor jobs.

Performs related tasks as required.

WORKING CONDITIONS:

Some Pages frequently work in the stack areas which occasionally become hot, stuffy, and dusty. Pages may lift between 20 to 30 pounds of books and other materials.

MINIMUM QUALIFICATIONS:

Ability to file alphabetically and numerically with speed and accuracy.

Ability to locate, sort, and shelve materials.

Ability to lift and transport materials weighing up to 30 pounds.

Ability to operate a light pen, tape player, phonograph, reader/printer, or film projector if required.

MULTNOMAH COUNTY LIBRARY
CLASSIFICATION DESCRIPTION

app 11/88

TITLE:	Buildings & Grounds Worker I	DEPT: Buildings & Grounds LOCATION: Central/Admin.
REPORTS TO:	Assistant Buildings & Grounds Coordinator	DATE: November, 1988

BASIC FUNCTION:

Clean and maintain the Central or Administration building, and assist other staff in skilled maintenance tasks.

NATURE AND SCOPE:

The Multnomah County Library maintains 16 buildings in the County area. Janitorial tasks are generally performed by a contract agency, and skilled maintenance work is generally performed by Buildings and Grounds Worker II staff.

MAJOR ACTIVITIES:

Perform minor repair and maintenance of some equipment and systems, such as lamps, plug ends, drains, faucets, replace fuses, shut off water supplies, monitor heating and cooling temperatures, and perform preventative maintenance routines.

Perform shop work such as repairing and refinishing cabinets and furniture, building cabinets, shelves, etc., or cleaning and repairing equipment. Notify Buildings and Grounds Coordinator or Assistant of supplies needed.

Assist the Buildings and Grounds Worker II's in maintenance tasks such as replacement of flooring, tile, sheetrock, deteriorating wood, assist in construction and remodeling projects as needed, painting and preparation, and other related tasks.

Clean and maintain the grounds; pick up trash, power wash sidewalks, steps, entries, and benches around building; mow lawns; rake leaves.

Assist in emergencies; notify appropriate staff and Buildings and Grounds Coordinator or Assistant of problems or emergency situations; take appropriate measures during an emergency.

Clean areas not covered by cleaning contract; make deliveries and pickups; set up for meetings; clean up and put away after meetings; run the freight elevator.

Send out supplies to Buildings and Grounds Worker II's; maintain inventory control sheets; sign out shop tools.

Perform a wide variety of manual and maintenance tasks, as required.

MINIMUM QUALIFICATIONS:

Some knowledge in the following skill areas: plumbing, electricity, mechanics, wood working, painting, building, heating and cooling systems, groundskeeping.

Ability to lift 50-100 pounds in weight and the physical capability of performing manual and maintenance tasks.

Ability to maintain simple records.

Some positions may require a valid Oregon driver's license.

MULTNOMAH COUNTY LIBRARY
CLASSIFICATION DESCRIPTION

app 11/88

TITLE:	Building & Grounds Worker II	DEPT: Buildings & Grounds LOCATION: Varies
REPORTS TO:	Building & Grounds Coordinator	DATE: November, 1988

BASIC FUNCTION:

Performs complete building and ground repair, maintenance, upkeep, renovation projects, and associated system repairs within an assigned region.

NATURE AND SCOPE:

The Multnomah County Library maintains 16 buildings in the County area. Janitorial tasks are generally performed by a contract agency, and semi-skilled and other cleaning tasks are generally performed by Buildings and Grounds Worker I. Each Buildings and Grounds Worker II is assigned to a specific region consisting of three to five buildings and assumes full responsibility for skilled maintenance and upkeep of the buildings and grounds.

MAJOR ACTIVITIES:

Perform repair and maintenance of all equipment and systems within the assigned region, including motor repair and replacement; replacing fan belts; replacing switches, outlets, breakers, fuses, lights, ballasts, etc.; replacing flush valves, toilets, sinks, faucets; replacing old pipes and cleaning drains; replacing floors, ceramic tile, ceiling tile, sheet rock; replacing deteriorated wood; refinishing permanent shelving, counters, and interior woodwork; and related tasks.

Discuss projects with agency Heads and Buildings and Grounds Coordinator; assess and order materials needed to complete a project.

Troubleshoot equipment failure and take appropriate action; perform preventative maintenance on vehicles, buildings, grounds, and associated equipment and systems.

Monitor heating, cooling, and light equipment timers to ensure highest efficiency; regulate building and water temperatures.

Perform minor construction and remodel projects; perform interior and exterior painting and preparation; perform landscape care routines such as fertilizing, watering, mowing, weeding, edging, reseeding, pruning, barkdusting, replacing shrubs, etc.

Maintain simple records for equipment failure, materials needed, mileage, and other records as necessary.

Alert Buildings and Grounds Coordinator when contract assistance is required to complete a project.

Clean outside windows; haul trash; clear snow and ice; assist in emergencies when needed; and perform related manual and maintenance tasks as required.

MINIMUM QUALIFICATIONS:

In-depth knowledge in the following skill areas: plumbing, electricity, mechanics, wood working, painting, building, heating and cooling systems, groundskeeping.

Ability to lift up to 50 pounds in weight, and the physical capability of performing manual and maintenance tasks. It may occasionally be necessary to lift up to 100 pounds in weight.

Ability to maintain simple records.

All positions require a valid Oregon driver's license and the incumbent's own vehicle must be driven in the course of duties.

MULTNOMAH COUNTY LIBRARY
CLASSIFICATION DESCRIPTION

app 11/88

TITLE:	Custodian	DEPT: Buildings & Grounds
REPORTS TO:	Assistant Buildings & Grounds Coordinator	LOCATION: Central Library
		DATE: November, 1988

BASIC FUNCTION:

Clean Central Library and Administration Building to contribute to an attractive, functional, safe environment for patrons and employees.

NATURE AND SCOPE:

The Multnomah County Library maintains 16 buildings in the County area. Janitorial tasks are generally performed by a contract agency.

MAJOR ACTIVITIES:

Wipes, washes, dusts, and polishes such things as restroom and fountain fixtures, kitchen areas and appliances, walls, furniture, books, doors, telephone booths, the elevator, shelves, and windbreaks.

Cleans offices by collecting wastebaskets, emptying ashtrays and pencil sharpeners, vacuuming carpeted areas, and dusting.

Supplies women's restrooms with paper products, toweling and soap, as well as stocking the supply room monthly by requisitioning these as well as general maintenance supplies (cleaning solvents, etc.).

Maintains employee kitchen by heating water, making and stocking ice and providing drinking water. Occasionally helps with coffee for Library meetings.

Cleans up "accidents," including patrons' illnesses, minor spills, and breakage.

Provides necessary first aid items (hot water bottle, bandaids) to the ill.

Disburses refunds as a result of vending machine malfunctions. Fills restroom machines and returns cash to Accounting Office.

Unloads book return bins and stacks books for processing.

May occasionally answer the Maintenance Department phone or operate freight elevator.

Performs related special assignments and manual tasks, as required.

WORKING CONDITIONS:

The Custodian spends 90% of the time in a variety of standing, bending, or reaching positions. The incumbent may be expected to lift from a minimum of one pound or less to 25 pounds at a time, although it would generally be in the vicinity of 10 pounds. The incumbent is exposed to a variety of cleaning solvents and care must be used to avoid potential hazardous chemical reactions.

MINIMUM QUALIFICATIONS:

Ability to wash, clean, dust, and polish.

Ability to stand for long periods of time and reach and bend.

Ability to operate vacuum cleaner.

Ability to lift up to 25 pounds.

MULTNOMAH COUNTY'S
STUDY OF THE
RETIREMENT PLAN FOR EMPLOYEES
OF THE
LIBRARY ASSOCIATION OF PORTLAND

Prepared by

Mark O. Johnson, F.S.A.
Consulting Actuary

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WENDELL MILLIMAN, F.S.A. (1976)
STUART A. ROBERTSON, F.S.A.
CHAIRMAN EMERITUS

December 8, 1989

CONFIDENTIAL

Mr. Kenneth Upton
Labor Relations Manager
Multnomah County
1120 S. W. Fifth, Room 1430
Portland, Oregon 97204-1934

Dear Ken:

Re: Multnomah County's Study of the Retirement Plan for
Employees of the Library Association of Portland

You have asked us to analyze the impact of various steps Multnomah County is considering with respect to retirement benefits for employees of the Library Association of Portland. This report contains our findings related to the following:

- I. The current funding status of the Retirement Plan for Employees of the Library Association of Portland (Plan).
- II. Alternatives for continuing retirement benefits to Library employees under different options for governance.
- III. Specific alternatives for continuing retirement benefits to Library employees under the control of the County.

We are presenting this study without exploring any legal complications that might arise. Whatever action the County pursues should be reviewed by your legal counsel.

In preparing our report, we relied without audit upon certain data furnished by the County and the Library and on the Library's actuarial valuations. This report has been prepared in accordance with generally recognized and accepted actuarial principles and practices. Nevertheless, the emerging costs to the County may vary from those presented in this report to the extent that actual experience differs from that projected by the actuarial assumptions.

I would be pleased to answer any questions you may have about our findings.

Respectfully submitted,


Mark O. Johnson, F.S.A.
Consulting Actuary

MOJ:sm
encl.

MULTNOMAH COUNTY'S STUDY OF THE
RETIREMENT PLAN FOR EMPLOYEES OF THE
LIBRARY ASSOCIATION OF PORTLAND

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SECTION I

FUNDING STATUS OF THE LIBRARY'S PLAN

MULTNOMAH COUNTY'S STUDY OF THE
RETIREMENT PLAN FOR EMPLOYEES OF THE
LIBRARY ASSOCIATION OF PORTLAND

SECTION I

I have reviewed the 1989 actuarial valuation report of the Plan, as well as several reports from prior years. The following paragraphs illustrate that the current Plan is in good financial condition. We will use several widely recognized measurements of funding status to support this finding.

The first measurement we looked at is the ratio between assets and the present value of accrued benefits (PVAB). The PVAB is a measure of the benefits earned up to the valuation date, and is therefore of great interest when a plan sponsor is considering terminating a plan. Although the Plan may not be terminated, this particular relationship is well known because accounting standards have required its inclusion in financial statements. The following figures have been reported in your recent valuation reports.

<u>Date</u>	<u>\$(000)</u>		<u>Funding Ratio</u>
	<u>Assets</u>	<u>PVAB</u>	
12/31/85	\$4,925	\$3,551	139%
12/31/86	5,503	4,184	132
12/31/87	6,018	4,808	125
12/31/88	6,658	5,151	129

A funding ratio of 129% is one indication of the health of the Plan's funding. However, this does not mean the Plan is over funded. The PVAB does not consider the implication of the impact of future salary increases on past service benefits. As the Plan continues, all benefit service will be multiplied by an average salary at the end of one's career, and the above ratios are not the best indication of the funding status of the Plan. Indeed, many of our clients with similar retirement formulas have ratios far in excess of these.

The funding ratio declined in 1986 and 1987, primarily due to the benefit enhancements adopted at that time. The declining ratio does not indicate that a funding problem has existed.

Governmental plans are required to disclose the additional liability projected by future salary escalations on benefits earned to date. Although this figure was not calculated by the Plan's actuary, we have estimated that the \$5,151,000 liability for accrued benefits would be increased by \$1,500,000 to \$6,651,000 if future salary increases of 6% per year are included. The funded ratio would be reduced from 129% to about 100%.

The difference between the plan assets (\$6,658,000) and the PVAB (\$5,151,000) is a rough measure of the surplus that could be available if the Plan is terminated and no further benefits accrue to current participants. This surplus of over \$1.5 million was determined as of January 1, 1989 and would not necessarily be available if the Plan is terminated at some future date. For example, changes in invested assets, demographic data, benefits earned during 1989 and later periods, and insurance company annuity rates would all impact the level of any available surplus.

A better measurement of the funding status for an on-going plan is the stability in the contributions as a percentage of covered payroll. Although we do not have payroll data in each of the last five years, the chart below shows the dollar amount of the annual cost of benefits allocated to each plan year.

<u>Plan Year</u>	<u>Annual Cost</u>	<u>Employee Contributions</u>	<u>Employer Normal Cost</u>
1985	\$142,882	\$115,016	\$27,866
1986	137,668	143,197	(5,529)
1987	277,399	145,334	132,065
1988	285,484	146,707	138,777
1989	368,180	192,948	175,232

In 1986, the Plan could have been entirely funded from the employees' contributions. The new plan formula (adopted retroactive to January, 1986 but first recognized for funding in 1987) comes very close to the Library's goal of having the employees and employer share equally in the cost of retirement benefits. In addition, after the 1986 amendments, the total annual cost has increased proportionately to the total employee cost. Since the employee cost is roughly proportionate to total payroll, we can conclude that the total annual cost has increased in 1988 and 1989 in line with payroll increases. This is an indication of a well-funded plan. Poorly-funded plans tend to have recommended contributions that increase over time as a percentage of payroll.

Conclusions

The Plan is well-funded as an on-going plan. Assets exceeded plan termination liabilities by about \$1.5 million on January 1, 1989 and recommended contributions appear to be stable as a percentage of payroll.

SECTION II

GENERAL DISCUSSION OF ALTERNATIVES FOR CONTINUING RETIREMENT BENEFITS TO LIBRARY EMPLOYEES

MULTNOMAH COUNTY'S STUDY OF THE
RETIREMENT PLAN FOR EMPLOYEES OF THE
LIBRARY ASSOCIATION OF PORTLAND

SECTION II

When there is a change in the sponsor of a retirement plan, there are four ways to continue to provide benefits to the plan participants.

1. A plan may be amended to revise the plan sponsor, but continue on without any other modifications. The change could be transparent to both current retirees and active employees. By transparent, we mean that there would be no difference in the determination and delivery of retirement benefits.
2. Under most circumstances, the plan of the prior sponsor could be merged into the plan of the successor plan sponsor. Benefits for future service would be determined under the provisions of the merged plan, but there is some latitude in the determination of benefits for service prior to the merger date. The merger could be transparent to current retirees, but would undoubtedly have an impact on the benefits of active employees.
3. The employees could become participants in the plan of the new sponsor, and the prior plan could be terminated. The obligation for all earned benefits would be satisfied through the purchase of paid-up annuities. This alternative would be transparent to current retirees; however, active employees would have retirement benefits paid from two sources: the prior plan, and the plan of the new sponsor. The earned benefit from the prior plan would be frozen at the time of plan termination and benefits would not be adjusted for future salary increases. This would be a tremendous disadvantage for many current employees unless a funding surplus is used to enhance the earned benefits.
4. The fourth alternative also calls for employees to begin participating in the plan of the new sponsor. However, instead of terminating the prior plan, it is amended to cease accrual of further service. Future salary escalations would be reflected in the benefits from the prior plan. This alternative would be transparent to current retirees and the current active employees would not lose value on their prior plan benefits due to future salary increases.

In light of the above, you have asked me to review the County's options with regard to a change in governance.

Direct County Control

If the Library employees become employees of Multnomah County, they would begin participation in the Oregon PERS along with all other County employees as a matter of law. Therefore, a continuation of the Plan with only a change in sponsor would result in a duplication of benefits.

The merger of the Plan (a private plan preserving all the rights under ERISA) into the Oregon PERS (a governmental plan without most ERISA provisions) would not be practical. The PERS would need to guarantee all of the ERISA rights and benefits to Library employees. In order to accomplish this, major state legislation would need to be passed and significant administration expense incurred by PERS.

This leaves the last two alternatives described above. The third alternative would most certainly be possible. The Plan could be terminated, benefits for service prior to the termination date would be frozen and funded through the purchase of paid-up annuities, and employees would begin participation in PERS. For employees in mid-career, this alternative takes away the escalation of past service benefits due to future salary increases. The ultimate retirement benefits paid to most current employees would surely be less than the benefits that would have been paid from the Library's Plan, had it not been terminated. The County could decide to make up any lost benefits through an allocation of a portion of the funding surplus, or through a third source, such as a deferred compensation arrangement.

Another viable alternative is to amend the Library's Plan to stop the accrual of future service. This approach has the advantage of being able to continue salary escalation and retiree cost-of-living adjustments through the Plan. One disadvantage is that at least 50 employees must be covered in a plan in order to maintain IRS qualification. Before the number of active employees drops to 50, County action would be required to terminate the Plan.

Trust Control

If the Library is controlled by a new private corporation, similar to the Library Association of Portland, the Library employees would not be eligible to become members of PERS. This effectively eliminates the last three alternatives. The Library's Plan would continue as a private plan subject to IRS and ERISA standards with the only modification being a reflection in the plan document of a new plan sponsor. If the County wished to improve the Plan's benefit to be closer to those provided to County employees through PERS, the cost of such a change could be studied. Otherwise, the Library's current benefits could be maintained.

Interim Trust Control

If the Library is to be controlled by a private corporation for a time, with eventual transition to direct County control, the Plan should initially be treated as described under "Trust Control". At such time as control is transferred and Library employees become County employees, the County should follow the alternatives under "Direct County Control". During the interim period, the Library's plan would be maintained as a private plan subject to IRS and ERISA standards.

SECTION III

SPECIFIC ALTERNATIVES FOR CONTINUING RETIREMENT BENEFITS TO LIBRARY PERSONNEL AS COUNTY EMPLOYEES

MULTNOMAH COUNTY'S STUDY OF THE
RETIREMENT PLAN FOR EMPLOYEES OF THE
LIBRARY ASSOCIATION OF PORTLAND

SECTION III

If the Library employees become employees of the County, it is clear that the current active employees will have benefits paid from at least two sources. This section looks at the actuarial cost of PERS and the actuarial cost of several alternatives for benefits prior to the transfer of control to County government.

OREGON PERS

We have calculated the employer contribution rate that would apply if the employees of the Library were to become employees of Multnomah County and enter the Oregon Public Employees Retirement System.

Employees hired after the effective date would have their retirement benefits determined solely by PERS statutes. For current employees, the PERS benefit formula is used only for employment after the effective date; no retroactive credit is granted for PERS benefit service. However, in the calculations in this report we have included the provisions that prior employment credit is granted for purposes of vesting and eligibility for future benefits.

If the Library became a public employer and joined PERS by itself under the terms described above, the initial contributions would be set as follows:

	<u>Percent of Library's Covered Payroll</u>	<u>Estimated Additional Annual Contributions</u>
Member Contributions	6.00%	\$371,000
Employer Contributions	8.60%	\$532,000

These figures are based upon the assumptions and procedures used in the latest valuation of PERS and the data supplied on 353 employees which we ratably adjusted to the current staffing level of 375 employees. Projected covered payroll for 1989-90 is \$6,185,000.

If the Library joins PERS and all members are Multnomah County employees, a different result will occur. According to PERS rules, the cost of all members of one employer are combined so that each employer pays one aggregate contribution rate to PERS. Multnomah County is currently paying 13.30% to PERS as the employer contribution plus picking up 6.00% for the members, bringing the total to 19.30% of covered payroll.

The technique of aggregating the rate for each employer would change the percentage of total payroll the County contributes to PERS, but the absolute dollar level would be the same. For example, the County would pay an adjusted aggregate rate on all employees (Library and others) that would result in an additional \$532,000 of annual employer contributions.

Three additional factors should be noted. Since the County is currently picking up the members' 6.00% contribution, the Library would be required to do so also for its non-bargaining unit employees and required to offer it to its bargaining unit employees.

Secondly, my understanding is that the County has agreed to adopt the unused sick leave option (ORS 237.153). This program would increase the 8.60% contribution for the Library to 9.50% of payroll, adding another \$56,000 to the annual cost of PERS.

And, finally, if the County considers a transition to a somewhat higher pay structure for Library employees, retirement costs will increase. First of all, if the total payroll of \$6,185,000 is increased, the rate of 9.60% (15.60% with the pickup) would be multiplied by a higher amount, resulting in larger employer contributions to PERS. Furthermore, a higher pay structure could change the rate itself if salary adjustments are not uniform. For example, a disproportionate increase to long service employees, who will tend to be older and closer to retirement than the average employee, will tend to increase the rate itself. In order to estimate any change in the rate, a fairly complex study would need to be undertaken which is not within the scope of this assignment. For the decisions currently being made, we recommend you use the employer rates outlined above without adjustment for a modified pay structure. However, if an estimate of the projected increase in total payroll is available, that higher payroll should be multiplied by the contribution rates contained in this report.

Benefits for Prior Service

In Section II of this report, we stated that the two viable alternatives for providing benefits prior to the date of transfer to County control would be

- termination of the Plan, or
- amendment of the Plan to cease service accruals.

In light of these two alternatives, you asked us to consider the impact of the following:

- (1) A continuation of periodic cost-of-living adjustments for Library retirees in accordance with past practice, and
- (2) Making current employees whole with respect to final average salary at the end of County employment and future cost-of-living adjustments after retirement. It should be pointed out that no changes are contemplated for former Library employees who have retained a deferred vested interest in a retirement benefit. All other provisions of the Library Plan will remain as in effect on the date of transfer to County control. For example, the age at which full retirement benefits are paid will remain at age 65, the pre-retirement joint and survivor annuity will still apply, and so forth.

Based on the results of the 1989 actuarial valuation of the Library's Plan, we have estimated the present value of these adjustments.

(1) COLA's for Current Retirees	\$ 425,000
(2a) Final Average Salary Escalation	1,500,000
(2b) Future COLA's for Current Employees	<u>275,000</u>
	\$2,200,000

Section IV contains an outline of all prior cost-of-living adjustments for Library retirees. These adjustments are not automatic and are not based upon a specific index like the PERS cost-of-living adjustments, but rather have been adopted from time to time as funding allowed. Flat percentage increases of 10%, 8% and 10% were granted in 1972, 1977 and 1982, respectively. An increase of 4% for each year of retirement since the last adjustment was granted in 1986.

The present value of \$425,000 for future adjustments to current retirees assumes an average compounded increase of 2% per year. This is generally consistent with the past practice (although the latest increases were 4% per year) and with the automatic PERS increases. The cost of 4% per year increases in the future would be about \$950,000, which is more than twice the cost of the 2% increases because of the compounding of benefits over the years.

We have estimated that the present value of future salary escalations on the accrued benefits of active employees will be about \$1,500,000. The addition of post-retirement cost-of-living adjustments for current employees would add another \$275,000 to the present value.

Because the most recent estimate of the plan termination funding surplus is \$1.5 million, the granting of the above benefits designed to maintain some inflation protection for the Library's retirees and current employees would create an unfunded position of about \$700,000. If the Plan is terminated, these additional benefits could not be entirely provided from Plan assets.

If the County wishes to proceed on a basis which maintains this additional inflationary protection, we recommend that the Plan be retained to fund these benefits until such time as there are only 50 remaining Library employees in the Plan. At that time, annuities could be purchased to fund accrued benefits and any additional benefits could be handled by a deferred compensation arrangement.

Under this scenario, the County may wish to make additional contributions to the Library's Plan to amortize any unfunded liabilities or to fund in advance for future commitments for retiree cost-of-living adjustments. The level dollar required to amortize \$700,000 at 7.5% interest is shown below over several different time periods.

30 years	\$59,000
25 years	\$63,000
20 years	\$69,000
15 years	\$79,000

Summary

The following chart summarizes the viable choices.

	<u>Direct County Control</u>	<u>Trust Control</u>
1. Change in Plan Sponsor	No	(A)
2. Plan Merger	No	No
3. Dual Plans; Terminate Library's Plan	(B)	No
4. Dual Plans; Amend Library's Plan	(C)	No
(A) The only possible choice if Library personnel do not become County employees.		
(B) The best alternative only if accrued benefits for current Library employees are to be frozen.		
(C) The best alternative if some form of inflationary protection is contemplated for current Library retirees and employees.		

SECTION IV

HISTORY OF RETIREE COST-OF-LIVING ADJUSTMENTS UNDER LIBRARY'S PLAN

MULTNOMAH COUNTY'S STUDY OF THE
RETIREMENT PLAN FOR EMPLOYEES OF THE
LIBRARY ASSOCIATION OF PORTLAND

HISTORY OF RETIREE
COST-OF-LIVING
ADJUSTMENTS

<u>Effective Date</u>	<u>Eligible if Retired Prior to:</u>	
January 1, 1972	January 1, 1972	10%
October 1, 1977	January 1, 1977	8%
January 1, 1982	January 1, 1982	10%
January 1, 1986	January 1, 1982	20%
	January 1, 1983	16%
	January 1, 1984	12%
	January 1, 1985	8%
	January 1, 1986	4%

SECTION V

SUMMARY OF LIBRARY'S PLAN
(EXTRACTED FROM 1989 ACTUARIAL REPORT)

MULTNOMAH COUNTY'S STUDY OF THE
RETIREMENT PLAN FOR EMPLOYEES OF THE
LIBRARY ASSOCIATION OF PORTLAND

SUMMARY OF PLAN PROVISIONS

1. Plan Eligibility

Age: Attained age 21.
Service: 2 years of service.

2. Normal Retirement Benefit

Age: Attained age 65.
Form: Modified Cash Refund Annuity (optional forms may be elected in advance of retirement).

Amount
(Accrued Benefit): 1.6% of Average Compensation times years of plan participation.

3. Early Retirement Benefit

Age: Attained age 55.
Form: Same as Normal Retirement Benefit.
Amount: Accrued Benefit on Early Retirement Date reduced to reflect the fact that the Early Retirement Date precedes Normal Retirement Date.

4. Late Retirement Benefit

Age: No maximum age.
Form: Same as Normal Retirement Benefit
Amount: Greater of Accrued Benefit on Normal Retirement Date actuarially increased to Late Retirement Date or Accrued Benefit on Late Retirement Date.

5. Termination Benefit

Vesting Percentage: 100%, immediately.
Form: Same as Normal Retirement Benefit with income deferred until Normal Retirement Date.
Optional lump sum settlement available if present value of accrued benefit for terminated participant is less than \$1,750.

Amount:

Equal to the sum of

- (A) The amount of retirement annuity which could be provided on Normal Retirement Date by the Participants Contribution Account.
- (B) Vesting Percentage times the excess of the Accrued Benefit as of the date of termination over (A) above.

6. Lump Sum Death Benefit

The beneficiary of those employees not eligible for the Survivor Annuity Death Benefit will receive a lump sum death benefit equal to the Participant's Contribution Account in the event of death.

7. Survivor Annuity Death Benefit

Eligibility:

Participant fully or partially vested in his/her accrued benefit.

Form:

Monthly annuity payable to spouse, deferred to participant's Early Retirement Date.

Amount:

If the participant dies after Early Retirement Date, the benefit payable is the same as the Joint and 50% Survivorship death benefit. If the participant dies before Early Retirement Date, the amount is the benefit that would have been paid if the participant had terminated employment on the date of death and survived to Early Retirement Date, retired with a qualified joint and survivor annuity in effect and then died the next day.

8. Contributions

Participant:

3 1/3% of annual compensation up to \$6,600 plus 5% of annual compensation in excess of \$6,600.

9. Definitions

Participant's Contribution Account:

Participant's Contributions accumulated to date of determination with interest credited at 120 percent of the federal mid-term rate in effect in January of the year of contribution.

Average Compensation:

The monthly average of total pay received for the five consecutive years out of the ten latest years prior to Normal Retirement Date which gives the highest average.

This is intended as an outline of plan provisions and does not alter the intent or meanings of the provisions contained in the contract and/or plan document.



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY
PAULINE ANDERSON
GRETCHEN KAFOURY
RICK BAUMAN
SHARRON KELLEY

DEPARTMENT OF GENERAL SERVICES
PORTLAND BUILDING
1120 SW FIFTH, 14TH FLOOR
PORTLAND, OR 97204-1934

AT OTHER LOCATIONS:

OFFICE OF THE DIRECTOR (503) 248-3303
EMPLOYEE SERVICES (503) 248-5015
FINANCE (503) 248-3312
LABOR RELATIONS (503) 248-5135
PLANNING & BUDGET (503) 248-3883

ADMINISTRATIVE SERVICES (503) 248-5111
ASSESSMENT & TAXATION (503) 248-3345
ELECTIONS (503) 248-3720
INFORMATION SERVICES (503) 248-3749

MEMORANDUM

TO: Ken Upton, Labor Relations Director

FROM: Shaun Coldwell *Shawn* Planning and Budget Analyst

DATE: December 8, 1989

SUBJECT: LIBRARY COSTING -- AS AN AGENCY OF MULTNOMAH COUNTY

This memo is an attempt to provide you with the information you need to give to the Board of County Commissioners as part of the discussion on incorporating the Multnomah County Library as a part of the County's organizational structure.

I have summarized below the personal services costs of introducing the Library employees into the County system, and have attached a detail page. It is my belief that these figures are the most conservative cost assumptions; I have explained below what some other results could be.

I. SUMMARY

THREE OPTIONS

There are three different scenarios built into my calculations:

Option 1 leaves the Library employees on the same pay level at which they are currently being paid. The differences in costing from this are a result of higher fringe and insurance payments by the County.

Option 2 introduces the Library employees onto the County's pay range at the same or closest higher step. This is the method that the County Employee Relations staff uses in reclassifying County employees.

Option 3 plays out the above scenario on a longer term basis, in that the employee is placed on the County pay range at the step that employee would have been if they had been County employees all along. This option demonstrates the commitment that the County makes over the long term, assuming that these employees will continue to work long enough to reach higher steps.

PERSONAL SERVICES COSTS - SUMMARY

Library PS Budget 89-90	\$7,392,459
County Option 1	8,212,621
County Option 2	8,498,622
County Option 3	8,946,622
Difference 1	\$ 820,162
Difference 2	1,106,163
Difference 3	1,553,542

As explained in detail below, these differences could increase by an additional \$720,000 for Option 1 to \$750,000 for Option 3 in base and health benefits costs.

II. COMPONENTS OF COSTS

BASE PAY

The base pay calculations are based on the Library's current staffing levels. This level is below the amount budgeted for base in 1989-90 by only \$58,714.

For the most part, full time Library staff is budgeted at 37.5 hours per week, or 1957.5 hours a year. The exceptions to this are the building and grounds staff and truck drivers.

For the purposes of this calculation, we have left the staffing schedules the same as the Library's current schedule. If these employees went to a full 40 hour week (or 2088 hours a year), their hourly rate would be applied to the additional 130.5 hours a year for each employee. This would add an additional \$520,000 to \$550,000 to our costs, depending on which wage option was used.

FICA

Remains the same for both agencies.

RETIREMENT

Current Library rate for retirement is 4.5%; this represents the employer's portion only. Library employees have been paying what amounts to a 4.5% matching share for their portion. Multnomah County pays 8.6% for the employer's portion and the 6% employee pickup, which the County awarded to its employees several years ago in lieu of a wage increase. The assumption built in here is that the County would also pick up the 6% for incoming Library employees. The County would also have a .9% sick leave application rate applied to the base pay and a 1.35% prefunding of employee health for retirees prior to Medicare. Total comparison of Library retirement to County is 4.5% to 16.85% difference.

Ken Upton
December 8, 1989
Page 3

However, the actual budgeted rate is below even the 4.5% rate; the Library has a two year waiting period before an employee is eligible for the retirement program, immediately upon which the employee is vested. The assumption is also made that the costs associated with the continuation of benefits under the LAP plan are covered by existing funds.

WORKERS COMPENSATION

The Library's rate amounts to 1% of their base; the County's is 2.5%. If the Library's work force was incorporated into the County's, the County's rate could decline to account for a shift in numbers of workers compensation claims overall.

UNEMPLOYMENT

The Library's rate amounts to 1.6% of base, the County's rate is 0.5%. According to Martha Julaphongs of the Library, their rate was driven up by an unusually large number of layoffs a few years ago. I did not take into account any assumptions of differences in turnover rates. These calculations use the County's current unemployment rate.

LONG TERM DISABILITY

These rates were applied to the exempt staff only. The Library has an LTD amount included in their health benefits budget.

HEALTH BENEFITS

This report includes health costs for the Library employees at the level of insurance they are currently receiving from the Library, but at the Multnomah County cost. Although the Library pays only for the employee's premium, the employee is allowed under their plan to buy more coverage for two-party or more. This extra coverage is run through the Library's benefits cost, and then deducted from the employee's pay check.

Although this report costs out the current coverage level, we can assume that more employees would opt for greater coverage if the employer was paying the total cost, as Multnomah County does. If we apply the County's default health cost for each Library employee, the total health care cost would be around \$615,000, or over \$200,000 more than the cost built into the chart. This assumes that the demographics of the Library employees are consistent with the current County employees.

TEMPORARY EMPLOYEE COSTS (ON-CALL)

These calculations follow the costs applied for the permanent base pay shown above. The Library's budget includes the fringe costs for this base under the permanent base allocations, this calculation splits them out. Options 2 and 3 include a 6% increase over the current budgeted level.

9096F/SC/js

Attachment
cc: Barbara Simon
Jack Horner
Dave Warren
Susan Ayers

12/8/89

LIBRARY PERSONNEL COST DIFFERENCES
PRIVATE NON-PROFIT vs MULTNOMAH COUNTY

	OPTION 1	OPTION 2	OPTION 3	LIBRARY BUDGETED	DIFFERENCE OPTION 1	DIFFERENCE OPTION 2	DIFFERENCE OPTION 3	MULTCO RATES	LIBRARY RATES
BASE PAY	6,086,793	6,309,293	6,660,330	6,145,507	(58,714)	163,786	514,823		
FICA	455,509	472,219	498,413	464,494	(8,985)	7,725	33,919	0.075	0.075
RETIREMENT				235,000	(235,000)	(235,000)	(235,000)		0.045
pickup	365,208	378,558	399,620		365,208	378,558	399,620	0.060	
employer	523,464	542,599	572,788		523,464	542,599	572,788	0.086	
sick app	54,781	56,784	59,943		54,781	56,784	59,943	0.009	
prefund health	82,172	85,175	89,914		82,172	85,175	89,914	0.0135	
WRKRS COMP	152,170	157,732	166,508	80,000	72,170	77,732	86,508	0.025	0.010
UNEMPLOYMENT	30,434	31,546	33,302	99,958	(69,524)	(68,412)	(66,656)	0.005	0.016
LTD(EXEMPT ONLY)	12,115	12,121	12,588	*	12,115	12,121	12,588	0.0073	
HEALTH BENEFITS	406,324	406,324	406,324	328,000	78,324	78,324	78,324		
TEMP BASE	39,500	41,870	41,870	39,500	0	2,370	2,370		
TEMP FICA	2,966	3,144	3,144	0	2,966	3,144	3,144		
TEMP UNEMP	198	209	209	0	198	209	209		
TEMP WC	988	1,047	1,047	0	988	1,047	1,047		
TOTAL PER SVC	8,212,621	8,498,622	8,946,001	7,392,459	820,162	1,106,163	1,553,542		



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND
PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3322

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

MEMORANDUM

TO: Kathy Busse

FROM: Craig Calkins
Jim Emerson

DATE: December 1, 1999

RE: ANTICIPATED EFFECT OF LIBRARY TRANSFER ON FACILITIES & PROPERTY MANAGEMENT

We have been asked to provide an overview of how three alternative operating strategies would affect Multnomah County's Facilities & Property Management Division. These strategies are:

1. Operation of the Library system through the private, non-profit Public Library Trust (a successor organization to the Library Association of Portland).
2. Conversion of the Library system to a County department.
3. Initial operation by the Trust, with a phased transition to County department status.

Our Division's only current involvement in the Library system derives from County ownership of one of the Association's 16 buildings, the Central Library. We provide technical assistance to the Library's Buildings and Grounds Department for that building, and have provided both project management and funding for several projects aimed at preserving the value and unity of the building.

We make the assumption, based on input from the Chair and County Counsel, that under all three proposed strategies, the Association's real property (including buildings, leases and debt or real property) will pass into County ownership.

Strategy One

If the libraries were to continue to operate as a trust entity, we would assume things would remain much the way they are today; that is, their buildings and grounds department would continue to function.

We do feel that some enhancement to their existing structure would be in order in order to bring them into compliance with Public Contract Purchasing Laws and Prevailing wage rates. (See the attached Bureau of Labor and Industries Rules). We recommend adding the following:

- 2 F.T.E. contract administrators/project managers within the Building and Grounds Department. \$84,000./yr. (includes benefits)
- 1 F.T.E. records clerk to manage increase in contracts, budget and track to State requirements. \$32,000./yr.
- Add to project moneys to accomplish same amount of work under Prevailing Wage Regulations. \$500,000./yr. (rough estimate)

The impact to Facilities and Property Management resulting from just transferring the ownership of the 16 facilities to the County would be minimal. We would anticipate not much more than annually inspecting each facility, reviewing of their proposed buildings and grounds and capital budgets, followed by a report with recommendations as required to insure preservation of County assets. We assume that all special property assessments which might arise over time for things such as sidewalk repairs, sewer projects, etc., would be budgeted and paid by the County.

Strategy Two

If the Library becomes a County department, the responsibilities currently provided for by the Association's Buildings and Grounds Department should be transferred to Facilities and Property Management with the exception of those related to book distribution services, which would remain within the new department. In a nutshell, this would mean that Facilities and Property Management's work load would grow by about 30% and therefore so should its resources. In our opinion, Centralized Facilities Management (vs. a department having its own facilities management division) would be the most manageable and cost effective way to deal with this situation. Consolidation would offer many economies of scale, eliminate the need for redundant functions, programs and management, provide for some cost savings in purchasing/inventory control and contracted services, and improved productivity and quality through a more specialized approach to the work.

Based upon our study of October 1988 (see the attached copy), we found that our cost to implement this strategy to be \$1.25 million. We also projected, based upon our site surveys, a need for \$375,000 in capital improvement funding each year (programmatic CIP needs were unknown). If we used a 10% factor to inflate these numbers into today's dollars, we would project a need for \$1.375 million in program dollars and \$415,000 in CIP dollars. Our costs represented our approach to the problem, as time only allowed for a general understanding of what was included in their budget.

Strategy Three

In our opinion, a transition to County department status is going to take 6 months to a year to complete. We do not see any value in setting up a new temporary systems if department status is less than 2 years away. In fact, resources would be wasted setting up systems which would be eliminated after transition due to redundancy, such as compliance with State Purchasing laws. We would much rather just get on with the transition. In theory, the sooner we start, the sooner things will smooth out.

Kathy, this memo is longer than we'd hoped, but we hope this is enough information to assist the Board in establishing a directional policy. Please do not hesitate to call either Jim or me with any question you might have.

JE:CC:CLS

cc: Paul Yarborough
F. Wayne George

MULTNOMAH COUNTY LIBRARIES FACILITIES STUDY

Craig Calkins & Jim Emerson
Facilities & Property Management
October 31, 1988

INTENT:

This report provides a rough summary of the effects on Multnomah County Facilities and Property Management Division if the Library properties and maintenance responsibilities were transferred to County ownership. Those properties include the Library Administration/Garage/Bookstore complex, and the 14 Branch Libraries. As the County already owns the Central Library, only maintenance responsibilities would be transferred.

This report covers, for existing buildings, those services normally provided within the County by Facilities and Property Management, including maintenance, janitorial, utilities, repairs, needed facility capital improvements, landscaping, property management, and overhead costs associated with these functions (project/program management, personnel, and equipment).

We exclude some areas currently provided by the Library's Buildings and Grounds Department, on the assumption that these are programmatic costs best absorbed elsewhere: specifically, delivery services, portions of fleet services, portions of building security, and telecommunications. We also exclude capital costs for the planned "Super Libraries," which would replace the Gresham Branch and possibly expand the Midland Branch; the major renovations planned at the Central Library; the planned "mini" or Mall Branches; or any other programmatic needs for expansion or remodel, on the assumption that new management structure might rethink these strategies for future activities.

METHOD:

To provide a basis for our estimates, we visited each building to survey its general condition and identify obvious repair needs, as well as to get a sense of size and accessibility. Due to our time constraints, visits were limited to about 30 minutes per site, so the judgments in this report must be considered preliminary. We appreciate the cooperation of the many librarians and staff during this phase.

We also discussed the existing structure and budget of the Library Association's Building and Grounds Department with the department manager, Bob Kieta. He was extremely helpful, but we point out that time did not permit us to be as thorough as a final budgeting process would require. The judgments in this report are based on our own assessment of the facilities needs, and are not merely an extension of present practice.

FINDINGS SUMMARY:

When the minimal maintenance of the 1970's and early 1980's is taken into account, the buildings are in generally good condition. The maintenance, repairs, and upgrade monies spent in the past few years have brought many aspects of the buildings back into good condition. However, the process needs to be maintained for another 4-8 years (depending on the expenditure rate), accompanied and followed by a regular preventative maintenance program to ensure that asset value is retained.

We find five buildings requiring immediate corrective attention: Central Library (roof and skylights), Rockwood (rotted sills), Gregory Heights (air handler), Hillsdale (roof), and St. Johns (wall and window repairs). Total first year capital projects/repair/commissioning costs, for all buildings, are estimated at \$593,000. Total repair and capital costs over five years (including the first year) are estimated at \$2,058,000. This figure can be further broken down to what would be budgeted as \$670,000 in maintenance/refurbishing, and \$1,388,000 in capital improvement program cost. Please refer to the four attached pages titled "Facilities Needs" for the breakdown of needs by item and location.

The annual program cost for ongoing maintenance, refurbishment, janitorial, landscape/parking lot maintenance, utilities, property management, construction project management and overhead expenses would be \$1,080,000. Please note that this includes an allowance of \$50,000 for ongoing minor repairs/upgrades and equipment replacements which would be deducted from at least the first year "Facilities Needs" cost.

The existing Library Association Buildings and Grounds staff is budgeted for 14 positions. Direct comparison with County operation is impossible due to different structures and job titles. While we assume some contracted services (janitorial and major repairs, for example), we also assume that we will increase our Facilities and Property Management personnel by 12 full time employees to handle the additional 270,000 square feet spread out in 16 facilities. This number could be reduced to 10, providing that Library management retained 2 full time employees to do what we consider more programmatic than facility work at the Central Library. Costs for 12 positions are included in the annual program costs.

A preliminary budgetary plan, which would meet both the facility needs and fund our divisional costs of ownership for each of the next five years would be as follows:

<u>YEAR</u>	<u>PROGRAM/R & M</u>	<u>CIP</u>	<u>TOTALS</u>
1st	\$1,251,000	\$372,000	\$1,623,000 first year
2-5	\$1,195,000	\$254,000	\$1,449,000 per year

In conclusion, we feel that all facilities, in time, would benefit from these transfers due to the economics of size, specialized expertise in building systems, and centralized management.

NOTES:

1. All buildings are assumed to have clear title except:
Sellwood-Moreland (approximately \$55,000 remaining on mortgage); and
Albina (leased to October, 1992).
2. All estimates are in 1988 dollars.

MULTNOMAH COUNTY LIBRARIES: FACILITIES NEEDS

BUILDING ADDRESS	SQ.FT.	YEAR BUILT	FIRST YEAR		TWO-FIVE YEARS		TOTAL				
			COMMISSIONING	IMMEDIATE REPAIR	\$(000) SUBTOTAL	REPAIRS & REPLACEMENTS	MINOR REPAIRS	5-YEAR \$(000)			
Central Library 801 S.W. 10th	120,000 approx.	1903	Entry Handrail HVAC	2. 15.	Roof Skylights	75. 200.	292.	Steam Distrib. Ext.Sealing Repaint Windows Exhaust Louvers Library Hall Drs. Int.Painting Sprinklers Lighting Repair Ceiling	60. 200. 50. 5. 10. 40. 160. 50. 15.	Misc. 23.	905.
Administration 205 W.E. Russell	30,060 incl.garage & store	1954	HVAC	5.			5.			Misc. 3.	
Garage			Asbestos	4.			4.	Fuel Tanks	20.	Overhead Doors	70. (All three buildings)
Bookstore 216 W.E. Knott		1913	Paint Railings Ext. Lights Tiles,downspouts, flashing	3. 3. 4.	Caulk, Paint, Reglaze windows		16. 6.	Repair settled steps Stucco repair Refinish doors	8. 3. 2.	Misc. 5	
Albina 3605 W.E. 15th	3,200	Leased to Oct.1992	HVAC	1.			1.			Misc. 4.	5.
Belmont 1038 S.E. 39th	2,924	1922	Misc.	1.			1.	Plumbing Caulk & Paint Windows/Trim	5. 4.		10.

MULTNOMAH COUNTY LIBRARIES: FACILITIES NEEDS, continued

BUILDING ADDRESS	SQ.FT.	YEAR BUILT	FIRST YEAR			TWO-FIVE YEARS				TOTAL	
			COMMISSIONING		IMMEDIATE REPAIR	\$(000) SUBTOTAL	REPAIRS & REPLACEMENTS	MINOR REPAIRS	5-YEAR \$(000)		
Capitol Mill 10723 S.W. Capitol Hwy.	6,060	1972	Landscape	0.5	Reattach & caulk		Repaint Ext.	12.	Misc.	4.	
			Ext.Lights	2.	plywood	5.	Curtains	1.			
			HVAC	3.5	Weatherstrip &	26.	Restroom Floors	2.			50.
					caulk windows	3.	Partial Reroof	5.			
					Carpet	12.					
Gregory Heights 7921 N.E. Sandy	5,997	1966	Door Entry		Window Sill		Repaint Ext.	15.	Misc.	2.	115.
			Revisions	5.	Paint	3.	Reroof	18.			
					HVAC Repair	20.	Lighting	30.			
					Ext.Lights	4.	Handicap Restroom				
					Paint Soffitts	8.	Access	10.			
Gresham 410 N. Main	2,935	1913	Asbestos	0.2	Repair Front	3.	No prices for these		Misc.	2.	5.
					Door	2.	items - bldg. is to				
					Bathroom Vent	0.4	be sold in 2 years.				
					Minor Roof		Repair Ext. Walls				
					Leak	0.4	Reroof				
							Repaint Windows				
							Insulate				
							Ventilation				
							Flooring				
							Repair Steps				
Hillsdale 1525 S.W. Sunset Blvd.	6,800	1957	Carpet Rpr.	0.5	Reroof	22.	Exterior Lights	3.	Misc.	3.	60.
			HVAC	1.	Sidewalk Rpr.	5.	Insulate Ducts	10.			
			Bathroom Vent	0.5	Wall & Sill		Restroom Flooring	2.			
					Repair	2.5	Office Lighting	8.			
					Patch Parking	1.5					
					Ceiling Tile	.5					
					Entry Mat	.5					

MULTNOMAH COUNTY LIBRARIES: FACILITIES NEEDS, continued

BUILDING ADDRESS	SQ. FT.	YEAR BUILT	FIRST YEAR		TWO-FIVE YEARS		TOTAL	
			COMMISSIONING	IMMEDIATE REPAIR	\$(000)	REPAIRS & REPLACEMENTS	MINOR REPAIRS	5-YEAR \$(000)
Holgate 7905 S.E. Holgate	6,060	1972	Demoss Roof 2.	Reattach Siding,		Partial Reroof	5. Misc. 3.	45.
			HVAC 2.	Recaulk 5.		Repaint Ext.	12.	
				Repair Carpet 2.	11.	Restroom Floors	2.	
						Carpet	12.	
Hollywood 3930 N.E. Hancock	7,613	1959	Move Bookcase &	Repair Wall		Seal Exterior	20. Misc. 2.	130.
			Lock Window 0.5	Coping 1.		Bike Rack	1.	
			HVAC 4.	Roof Leaks 5.		HVAC	25.	
			Asbestos 5.	Protect Exposed	27.	Lighting	40.	
				Glass 5.		Carpet	15.	
				Caulk				
				Windows 1.5				
Midland 805 S.E. 122nd	6,829	1958	Asbestos 2.	Parking Lot 2.		Reseal Parking	5. Misc. 1.	85.
			HVAC 1.	Caulk &		Roof	18.	
				Weatherstrip 2.		Restroom Repair	2.	
					7.	Carpet	12.	
						Lighting	35.	
						Awnings	5.	
North Portland 512 N. Killingsworth	7,904	1913	Heating 2.	Minor Masonry	21.	Plaster Repair	3. Misc. 3.	213.
			Downspouts,	Repair 4.		Air Condition	150.	
			Flashing 3.	Repair Toilet		Lighting	30.	
			Asbestos 3.	& Plumbing 8.		Int. Trim Repair	5.	
				Caulk & Touch-up				
Rockwood 17917 S.E. Stark	5,724	1962		Windows 2.				
			HVAC 1.	Window Sills 15.	69.	Roof	15. Misc. 4.	110.
			Fumigation 3.	Wall Sills 50.		Carpet	10.	
						Paint Ext.	12.	

MULTNOMAH COUNTY LIBRARIES: FACILITIES NEEDS, continued

BUILDING ADDRESS	SQ.FT.	YEAR BUILT	FIRST YEAR		TWO-FIVE YEARS		TOTAL	
			COMMISSIONING	IMMEDIATE REPAIR	\$(000)	REPAIRS & REPLACEMENTS	MINOR REPAIRS	5-YEAR \$(000)
St. Johns 7510 N. Charleston	4,068	1913	HVAC 2.	Flashing & Plumbing 1.		Ext. Restoration 100.	Misc. 3.	175.
			Stair	Soffitt 5.	29	HVAC Upgrade 15.		
			Treads 0.5	Caulk & Repair		Lighting 25.		
			Electrical 0.5	Brick Cracks 3.		Blinds & Trim 3.		
			Lights 2.	Front Doors & Frame 10.				
				Window Glazing & Caulking 5.				
Sellwood-Moreland 7904 S.E. Milwaukie	2,024	1965	Flashing & Caulk @ Entry 0.5	Entry Mat	0.5		Misc. 4.	5.
Woodstock 6008 S.E. 49th	5,520	1960	HVAC 3.	Trim/Patching 2.	5.	Repaint Ext. 12.	Misc. 3.	75.
						HVAC Conversion 25.		
						Lighting 30.		
IN THOUSANDS: SUBTOTAL, YEAR 1:				\$593.		TOTAL, 5 YEARS: \$2,058.		

NOTES:

A. While not shown elsewhere in the report, three items are highly recommended for action:

1. As part of commissioning, develop basic building plans and equipment handbooks for each building. This could add as much as \$20,000 to first year costs.
2. External (separate, mailbox-style) bookdrops. The existing buildings are susceptible to arson with their internal drops. The Federal Way, Washington library lost the entire building and collection a few years ago when a child dropped burning material into an internal bookdrop.
3. Double-glazing on windows. All existing buildings are single glazed. A gradual double-glazing program would reduce utilities cost, enhance comfort, and virtually eliminate condensation (which now often runs down onto bookshelves.)

B. Time constraints prevented a comprehensive asbestos survey and abatement strategy from being accomplished. Obvious items are noted above, but some additional work remains (see the annual maintenance program section).

BEFORE THE COMMISSIONER
OF THE
BUREAU OF LABOR AND INDUSTRIES
OF THE
STATE OF OREGON

See Especially
(6), pg 3 of 3.

In the Matter Of Temporary Rules)	STATEMENT OF NEED
Pertaining To Definitions Of "Public)	AND EMERGENCY JUSTIFICATION
Works", "Commercial Suppliers" and)	STATEMENT FOR TEMPORARY
Use Of The Term "Project".)	RULE FILING

In accordance with ORS 183.335(5), I, Mary Wendy Roberts, Commissioner of the Bureau of Labor and Industries, make the following findings and declarations in support of a temporary rule regarding definitions of "public works", "commercial supplier" and use of the term "project":

(1) The Commissioner is authorized to issue rules defining terms used pursuant to the provisions of ORS 279.348 to 279.365 under ORS 651.060.

(2) Failure to act promptly in this instance will result in serious prejudice to the public interest and particularly to the interests of contractors on public works projects and public agencies awarding contracts for public works projects because 1989 amendments to ORS 279.348 changed the definition of "public works", trends in federal court cases have confused the determination of a commercial supplier and there is confusion over the different meanings of the term "contract" and the term "project" as reflected in recent enforcement cases.

(3) The temporary rule is needed to clearly indicate the meanings of the terms so that contractors and contracting agencies alike clearly understand when a "public works" project is regulated under the prevailing wage rate law (ORS 279.348 to 279.365).

(4) The temporary rule is necessary for contractors and contracting agencies so they can accurately determine coverage of the law thus avoiding potential liabilities for noncompliance with the law.

Dated: September 29, 1989

Michael L. Kaiel

Michael L. Kaiel, Deputy Commissioner
Bureau of Labor and Industries

0231j
PRT:cp

BEFORE THE COMMISSIONER
OF THE
BUREAU OF LABOR AND INDUSTRIES
OF THE
STATE OF OREGON

In The Matter Of Temporary Rules)	
Pertaining To Definitions Of "Public)	TEMPORARY
Works"; "Commercial Suppliers"; And)	RULES
Use Of The Term "Project.")	

TITLE: Definitions

Rule Number: 839-16-004

As used in these rules, unless the context requires otherwise:

(1) "Commissioner" means the Commissioner of the Bureau of Labor and Industries.

(2) "Bureau" means the Bureau of Labor and Industries.

(3) The "Wage and Hour Division" or "Division" means the Wage and Hour Division of the Bureau of Labor and Industries.

(4) "Public Works Contract" or "Contract" means any contract, agreement or understanding, written or oral, into which a Public Agency enters [with a contractor] for [the construction, reconstruction, major renovation or painting of] any public work.

(5) "Public work", "public works" or "public works project" includes but is not limited to, roads, highways buildings, structures and improvements of all types, the construction, reconstruction, major renovation or painting of which is carried on or contracted for by any public agency the primary purpose of which is to serve the public interest [of the general public.]

NOTE: Material in [brackets] is existing language to be excluded; material that is underlined is new language to be added.

regardless of whether title thereof is in a public agency but does not include the reconstruction or renovation of privately owned property which is leased by a public agency.

(6) "Public agency" means the State of Oregon or any political subdivision thereof or any county, city, district, authority, public corporation or entity and any of their instrumentalities organized and existing under law or charter.

(7) "Apprentice" means:

(a) A person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training (BAT) or with any state apprenticeship agency recognized by BAT; or

(b) A person in probationary employment as an apprentice in such an apprenticeship program, but who is not individually registered in the program, but who has been certified by the BAT or a state apprenticeship agency to be eligible for probationary employment as an apprentice.

(8) "Trainee" means a person registered and receiving on-the-job training in a construction occupation under a program which has been approved in advance by the U.S. Department of Labor, Bureau of Apprenticeship and Training as meeting its standards for on-the-job training programs and which has been so certified by the Bureau.

(9) "Worker" means a person employed on a public works [contract] project and whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental, professional or managerial. The term "worker" includes apprentices, trainees and any person employed or working on the public works [contract] project in a trade or occupation for which the Commissioner has determined a prevailing rate of wage. (See OAR 839-16-035)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
FLEET SERVICES DIVISION
1620 S.E. 190TH AVE.
PORTLAND, OREGON 97233
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS
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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

M E M O R A N D U M

TO: Kathy Busse, Manager
Administrative Services Division

FROM: Tom Guiney, Director *Tom G.*
Fleet and Electronic Services Division

DATE: November 29, 1989

SUBJECT: Multnomah County Library

As you requested, Don Bailey, Fleet Maintenance Manager, and I met briefly with Bob Kieta, Coordinator of Buildings and Grounds for the Multnomah County Library, to discuss the library's fleet needs and operation. This memo is intended to give a brief description of the following: the vehicles that the library owns; how they use them; how they fuel, maintain and replace the vehicles; how we might administer their fleet; and the benefits and liabilities of a Multnomah County administered library fleet.

The library fleet contains the following:

	<u>Vehicle Description</u>	<u>Miles</u>	<u>Estimated Replacement Cost</u>
a.	(1) 1967 Bookmobile (Converted Bus)	91,500	\$110,000
b.	(1) 1988 Chevrolet Cube Van	7,304	20,000
c.	(1) 1987 Chevrolet Cube Van	?	20,000
d.	(1) 1978 Chevrolet Step Van	2 - 300,000	24,000
e.	(1) 1989 Chevrolet Mini Cargo Van	3,700	11,000
f.	(1) 1979 Chevrolet 1/2 Ton Cargo Van	?	11,000
g.	(1) 1974 Chevrolet 1/2 Ton Cargo Van	92,300	11,000
h.	(1) 1979 Toyota Pickup	?	11,000
i.	(1) 1978 Datsun Pickup	?	11,000

The three cargo vans (e, f, & g) and the two pickups (h & i) are used by the maintenance staff. The step van and one cube van are used for book deliveries between branches. The other cube van is used for lobby service and the bookmobile is used as a portable library.

The vehicles are all parked and fueled at the Administration Building on NE Russell. Fuel is purchased through the City/County contract and dispensed from an on-site underground storage tank estimated to be 1,000 gallons. Maintenance is contracted to All Vehicle Service (AVS) a private repair shop on SE 10th. AVS picks up, repairs, and delivers the vehicles. Mr. Kieta says that they are satisfied with the service from AVS. A preliminary review of the AVS repair invoices by Don Bailey indicates the service costs to be reasonable. Mr. Kieta stated that the quick turnaround and pick up/delivery by AVS is very important because of the tight delivery schedules and high amount of use on some of their vehicles. He estimated annual maintenance costs to be \$12,000.

Vehicle replacement appears to be done on an "as we can afford it" basis. No separate replacement fund is kept. Replacements are funded through the annual budgets. Six of their nine vehicles would be considered due for replacement under our replacement schedule.

If the County were to take over administration of the library, we would recommend keeping the maintenance contract with AVS, at least initially. It would be very difficult and expensive for us to provide the pickup/delivery and quick turnaround time that they currently receive.

It may be advantageous for us to provide fuel to them from our fueling sites, since their underground storage tank is estimated to be over 20 years old and may be a significant liability.

We would recommend that they blend into our replacement program to provide a more predictable funding source for vehicle replacement.

Other services like the circulating pool, loaner vehicles, DEQ certifications, etc., may be useful to them and could probably be provided without significant problems.

Since this was a very preliminary review, we did not include a mechanical inspection of the vehicles or a detailed review of the maintenance records.

Based on our limited information we see only two areas of fleet related concerns. First, the underground storage tank is over 20 years old and will need to be upgraded or removed in the next few years. Secondly, the library fleet's lack of a replacement fund means an unfunded liability of \$150,000 to \$200,000 exists. While both of these concerns exist, they would not appear to present a significant immediate need.

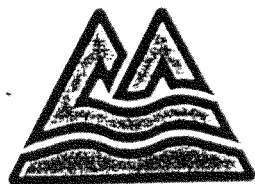
November 29, 1989
Page Three

As I stated before, this memo is based on a very brief review of the library fleet. I hope that it provides you with the information that you need. If you have any questions or need additional information, please feel free to call me at Ext. 5353.

TG:rj

cc: Don Bailey
Paul Yarborough

1571C



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DEPARTMENT OF GENERAL SERVICES
PORTLAND BUILDING
1120 SW FIFTH, 14TH FLOOR
PORTLAND, OR 97204-1934

AT OTHER LOCATIONS:

OFFICE OF THE DIRECTOR (503) 248-3303
EMPLOYEE SERVICES (503) 248-5015
FINANCE (503) 248-3312
LABOR RELATIONS (503) 248-5135
PLANNING & BUDGET (503) 248-3883

ADMINISTRATIVE SERVICES (503) 248-5111
ASSESSMENT & TAXATION (503) 248-3345
ELECTIONS (503) 248-3720
INFORMATION SERVICES (503) 248-3749

M E M O R A N D U M

TO: Kathy Busse, Administrative Services
FROM: Dave Boyer, Finance Director *DB*
DATE: November 27, 1989
SUBJECT: Library Impact on the Finance Division

This is in response to your request regarding the impact on the Finance Division if the library is operated as an internal County organization.

The following are the major functions and related costs which will impact the Finance Division support to the library.

<u>Current Library Functions</u>	<u>Costs</u>
External Audit	\$33,000
External Payroll Processing for 400 employees	\$22,100
8,700 accounts payable checks issued	N/A
Total	\$55,100

This information was obtained from Martha Julaphongs, Library Operations Director.

<u>Estimated Impact on Finance</u>	<u>Costs</u>
External Audit	\$ 2,000
Financial Tech for Payroll	\$27,000
Financial Specialist/Accounts Payable	\$33,000
Total	\$62,000

Kathy Busse
November 27, 1989
Page 2

We estimate that we will need two additional staff to support payroll and accounts payable. These estimates were based on the number of employees added to the payroll processing cycle and the number of the accounts payable checks issued.

The added cost to the County for the external audit was obtained from Price Waterhouse. The costs are greatly reduced due to the elimination of tax filing returns, elimination of the pension audit and elimination of certain auditing functions that are contained in the County's annual audit.

In addition to the ongoing support costs, we anticipate one-time-only costs of \$5,000 for the transfer of the retirement system to PERS and \$2,000 for the transfer of the library's fixed assets to the County's system.

If you have any questions or need additional information, please contact me at Ext. 3903.

8914F/DB/js



MULTNOMAH COUNTY OREGON

DEPARTMENT OF GENERAL SERVICES
PURCHASING SECTION
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-5111

GLADYS McCOY
COUNTY CHAIR

MEMORANDUM

TO: Kathy Busse, Director
Administrative Services Division

FROM: *L. Walker* Lillie M. Walker, Director
Purchasing Section

DATE: December 1, 1989

RE: ASSUMPTION OF MULTNOMAH COUNTY LIBRARY - COSTS/BENEFITS

The Multnomah County Library Association budgeted \$5,433,350 for purchases in fiscal year 1989-90. Broad category breakdowns are as follows:

<u>PURCHASE CATEGORY</u>	<u>\$ AMOUNT</u>
Books & Materials	\$1,653,856
Office & Printing Supplies	\$ 404,850
Maintenance Supplies, Misc. Plumbing & Electrical Work	\$ 522,517
Service Contracts, Trade & Professional	\$ 752,127
Capital Projects, Construction & Automation Integration	\$2,100,000
TOTAL	\$5,433,350

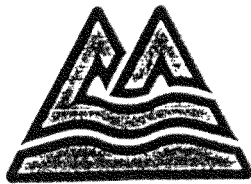
A further breakdown of purchases by specific categories, frequency of purchases and dollar amount was requested, however, this information is not available, therefore, I am basing the cost/benefit analysis on the following:

- Staff for purchasing consists of 6 FTE in 2 operations:
 - Office Maintenance Operation, (1-FTE) purchases office supplies, equipment, maintenance supplies and miscellaneous plumbing and electrical projects.
 - Technical Services Division (cabinet level), (5-FTE) purchases books, materials, etc.
- 80% of all purchases are under \$10,000.
- \$2.1 million involves 2 capital projects which are not repeat purchases.
- The Library purchases over \$12,000 office supplies and materials from Multnomah County Central Stores per FY and is surcharged 10%.

Memorandum / Kathy Busse
December 1, 1989
Page 2

COST/BENEFIT - The Purchasing Section would primarily be involved in processing quotes, informal bids and Purchase Orders. The increased purchasing and support services would require one additional Buyer. The Library would be able to benefit from reduced prices based upon volume purchases, removal of the 10% surcharge paid to Central Stores, and the purchasing expertise of a professional full-time Buyer.

LMW:CLS



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MEMORANDUM

TO: Kathy Busse, Director
Administrative Services Division

FROM: Jean M. Miley, Risk Manager *JMM*

DATE: November 29, 1989

SUBJECT: Assessment of Library transfer issues

You requested that the Risk Management Office review the risk management issues associated with a possible transfer of the Library to the County. I have talked with Martha Julaphongs and David Boyer and the Library staff associated with workers' compensation and facilities, but have not had the opportunity to do more extensive research than that. If you want a detailed analysis of the potential costs, please let me know.

The Library Association does not qualify as a self-insured employer. As a result, the Association purchases insurance to cover property, liability and workers' compensation. It is likely that if the County were to assume responsibility for the Library, we would self-insure for liability and workers' compensation and continue to purchase property insurance, as we do for almost all County functions. From my review of the materials I received from Ms. Julaphongs, there is nothing to indicate that the Library's loss rate is higher than ours; preliminary review seems to indicate that their loss rate is lower than the County's. Of course, the addition of four hundred employees and seventeen facilities means that the County increases its risk, but it does not appear that it would be a disproportionately high increase.

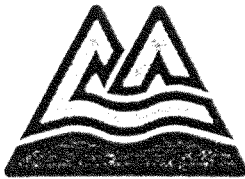
I have discussed with David Boyer the question of whether we would need to have start-up reserves for the portions of the program that we would self-insure. Because any claims filed prior to the transfer would remain the responsibility of the insurer, he believes that reserves would not have to be set in advance but could be established as the claim history develops.

Kathy Busse
November 29, 1989
Page 2

The Library does not presently have any staff fully dedicated to risk management functions. Workers' compensation claims are received by a staff person in the Personnel Office and sent on to the insurance company. Review of insurance policies is handled as one of many functions by Ms. Julaphongs. There is no loss control specialist who reviews safety and property issues or ensures OSHA compliance. It is difficult to know at this time what the impact of adding responsibilities for four hundred employees and seventeen work sites to our staff would be. Because our program is new and we are playing catch up with our present County employees and work sites, I don't think we could absorb the Library workload with our existing staff at this time. Because the responsibilities of a self-insured employer are greater, it is also likely that these responsibilities could not be absorbed by existing Library staff unless they were freed from other duties by the transfer. Without more information, I can't at this time determine what the specific staff requirements would be.

Please let me know if you need me to provide any additional information.

1038G



MULTNOMAH COUNTY OREGON

DEPARTMENT OF GENERAL SERVICES
INFORMATION SERVICES DIVISION
4747 EAST BURNSIDE
PORTLAND, OREGON 97215
(503) 248-3749

GLADYS McCOY
COUNTY CHAIR OF THE BOARD

TO: Kathy Busse, Manager
Administrative Services Division

FROM: Jim Munz, Manager
Information Services Division

DATE: November 30, 1989

SUBJECT: LIBRARY

ISD staff has examined the data processing and voice communications facilities of the Library Association of Portland. It is my opinion that, in the short run, there would be little if any impact of bringing these facilities into the County. In the long run, there is the possibility of some savings which might result from sharing staff or facilities. The amount of potential savings would have to be determined through feasibility studies and would only be realized when the Library needs to replace or upgrade its present equipment.

My opinion is based on the following:

- the Library currently operates a fairly large and complex data processing facility which serves the central library and all of the branch libraries.
- while this system is a recent acquisition and is not completely installed, the installation has gone exceptionally well given the size and complexity of the task.
- much of the credit for this success is a direct result of the excellence of the staff which currently manages the data processing activities of the Library.
- my recommendation would be that the library should continue to operate and maintain its computer systems as a separate installation.

Their current voice communications network seems adequate for there needs and I would not recommend changing it at this time. If I can be of any further help or can answer questions please let me know.



MULTNOMAH COUNTY OREGON

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MEMORANDUM

TO: Kathy Busse, Director
Administrative Services

FROM: Tom Simpson, Analyst
Planning and Budget Division

DATE: December 4, 1989

SUBJECT: Library's Effect on County Indirect

Indirect cost rates for the Multnomah County are calculated based on the costs of each department. DHS, DES, DJS and DGS/Non Departmental each have their own rate.

As it currently is planned, the Multnomah County Library would be placed in Non Departmental. Because the library is a unique entity I would recommend that its costs be separated from the other organizations which make up Non Departmental. A separate indirect cost rate which was particular to the library could then be calculated.

I have attempted to do this on the attached page. The amounts used are budgeted numbers not actuals. The indirect cost rate that is noted is very tentative at this point. Much more work would need to be done before an accurate rate could be calculated.

I have also noted some Indirect Costs that the library is currently paying directly. These are included as Central Service Costs to County departments and would be taken out of the Library's budget once it was rolled into the County organization.

DETAIL OF DEPARTMENTAL INDIRECT

Total actual Personal Services: \$7,392,459

Total actual M&S (6000 series)
exclusive of lines 6050 & 6060: \$4,065,327

Position Description	Personal Services	Salary as % of Pers Svcs	Materials & Services
Exec Secretary	25,993	0.35%	14,229
Cabinet	231,738	3.13%	127,245
Director	64,000	0.87%	35,368
Total	\$321,731	4.35%	\$176,842

INDIRECT COSTS (paid directly)

	Amount
Audit	18,000
Attorney Fees	30,000
Data Processing	35,000
Engineering Consultant	10,000
Compensation Consultant	3,000
Pension Consultant	4,000
Labor Negotiator	8,000
	108,000

COMPUTATION OF INDIRECT COST RATE

Org. Units	Not Allowable	Indirect	All Other	Total
Dept. Indirect		\$498,573		\$498,573
All Other	\$2,100,000	0	\$10,959,213	13,059,213
Totals	\$2,100,000	\$498,573	\$10,959,213	\$13,557,786

Not allowable costs include all capital expenses.

RATE CALCULATION

Indirect	\$498,573	4.55%
All Other	\$10,959,213	

Support Services
Attachment H

The Library has 21.5 positions that roughly correspond to the duties provided by the County's centrally administered services.

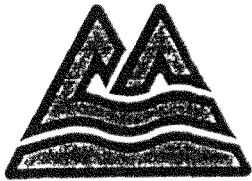
- 1 Finance Director
- 1 Accounting Manager
- 1 P.C. Specialist
- 1 Purchasing Clerk
- 1 Payroll Clerk
- .5 Supply Clerk

- 1 Human Resources Director
- 1 Human Resources Assistant Director
- 1 Human Resources Specialist
- .5 ES 2 (clerical)
- .5 ES 1 (clerical)

- 1 Buildings and Grounds Coordinator
- 1 Buildings and Grounds Assistant Coordinator
- 1 Project Worker
- 3 BG Worker II
- 4.5 BG Worker I
- 1.5 Custodian

21.5

Study Document:
Kathy Busse to
File, December 11, 1989



MULTNOMAH COUNTY OREGON

MISCELLANEOUS
ATTACHMENT A

OFFICE OF COUNTY COUNSEL
1120 S.W. FIFTH AVENUE, SUITE 1530
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138

BOARD OF COUNTY COMMISSIONERS
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GRETCHEN KAFOURY

M E M O R A N D U M

TO: Ken Upton, Manager
Labor Relations 106/1430

FROM: John L. DuBay
Chief Assistant County Counsel
(106/1530)

DATE: December 4, 1989

RE: Library matters

COUNTY COUNSEL
LAURENCE KRESSEL

CHIEF ASSISTANT
ARMINDA J. BROWN

ASSISTANTS
JOHN L. DU BAY
SANDRA N. DUFFY
J. MICHAEL DOYLE
H. H. LAZENBY, JR.
PAUL G. MACKEY
MARK B. WILLIAMS

Your memo of November 20th asks three questions about the library transfer. The following opinion is not exhaustive but is abbreviated to meet our different time constraints.

1. You first ask if library employees would be considered county employees if the Trust were used as an interim form of governance.

Whether the Trust temporarily or permanently employs the existing library employees should have no bearing on the question whether they are county employees. As stated in Larry Kressel's memo to Felicia Trader dated October 28, 1988, copy attached, the degree of control exercised by the county over the employees, in practice and through the library agreement, is the critical issue. No one factor by itself necessarily indicates the degree of control is sufficient to establish the employee-employer relationship. For that reason alone, this office has recommended minimizing the county's control over the new organization.

2. You asked if the library's existing pension plan and its funding could be "rolled over" to the new operating entity without termination.

Ken Upton
December 4, 1989
Page 2

I've not had the opportunity to research all options for the pension fund transfer. However, the pension fund attorney for the library, Allen B. Bush, wrote two letters to the library's Finance Director on this issue. The letters are attached.

The letters describe two available procedures: 1) a transfer of plan assets to the county and termination of the existing library plan, and 2) a transfer of plan assets to the county without formal termination of the library plan. The second option, described in Bush's May 25 letter, is simpler and faster than the transfer and terminate process. However, the rollover leaves the library with any liability for underfunding of pension obligations if the plan is terminated within five years. To gain relief from the liability exposure, the LAP will insist on indemnification by the County. To avoid that obligation by the county, I have recommended LAP accept the indemnification by the new entity. That issue is still unresolved in the contract negotiations.

3. Last, you asked if Section 9, Article XI of the Oregon Constitution would be violated by the proposed relationship with the Trust.

Again, the problem could take more time to research completely than is now available. However, a preliminary review of the issue shows the courts will not find the section violated where the money is used for a public purpose. In 1979 the Court of Appeals considered whether Portland's sale of property to a developer with a contract to build tennis courts on adjacent city property to be then managed by the developer or its successors violated this section of the Constitution. The Court affirmed the rationale of the Supreme Court that the constitution is not violated where the funds are to be used for a public purpose. The court concluded:

"...Article XI, section 9, prohibits only those governmental expenditures through which a public body becomes a stockholder in a private corporation, or which encumber general tax revenues for the benefit of a private person, or which are not made for a public purpose." Thunderbird Motel v. City of Portland, 40 Or App 697, 596 P2d 994 (1979)

Ken Upton
December 4, 1989
Page 3

The court found the contract to build public facilities and to manage them for public use was not a violation of the constitutional prohibition.

The existing contract with LAP and the proposed contract with the trust clearly obligate the contractor to use any public moneys only for public library purposes. To date, no one has suggested the funds were not used for that purpose only.

6561R/mw

MC EWEN, GISVOLD, RANKIN & STEWART

(FOUNDED AS CAKE & CAKE - 1886)

ATTORNEYS AT LAW

1600 STANDARD PLAZA

1100 S. W. SIXTH AVENUE

PORTLAND, OREGON 97204

(503) 226-7321

TELECOPIER

(503) 243-2687

April 7, 1989

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DEAN P. GISVOLD
ROBERT D. RANKIN
JANICE M. STEWART
DON G. CARTER
JAMES RAY STREINZ*
ALLEN B. BUSH
SUSAN K. EGGUM
DENNIS J. HEIL
DAVID B. PARADIS
TURID L. OWREN
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SARA V. FRASER

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(1891-1973)

NICHOLAS JAUREGUY
(1896-1974)

HERBERT C. HARDY
RETIRED

OF COUNSEL
LISA C. BROWN

* ADMITTED IN OREGON AND WASHINGTON

Ms. Martha Julaphongs
Finance Director
Library Association of Portland
205 NE Russell St.
Portland, Oregon 97212-3708

Re: Pension Plan

Dear Martha:

Dean has asked that I address certain questions concerning what will happen to the pension plan in the event of a transfer of the operations of the Library. If the operation and assets of the Library are transferred to the County or a non profit corporation established by the county, it is likely that the pension plan and trust assets/ annuity contracts will be part of those assets agreed to be transferred. In theory this transfer is relatively simple, but in practice it is a little more of a problem.

In theory, the new entity would adopt a pension plan, LAP would terminate it's plan and transfer the assets to the successor entity's plan subject to the past service liabilities of the LAP plan.

In practice the problems come in the required procedure for termination of a pension plan covered by the Pension Benefit Guaranty Corporation (PBGC). The Procedures are as follows:

- 1) Give written notice of intent to terminate plan to all affected parties at least 60 days prior to the proposed termination date. The affected parties include each plan participant, each beneficiary receiving payments under the plan, each union representing plan participants and the PBGC.
- 2) File with the PBGC as soon as possible after the notice of intent to terminate the following:

Ms. Martha Julaphongs

April 7, 1989

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- a) An Application for determination Upon Termination;
 - b) An Enrolled Actuary Certification stating the projected amount of assets on final distribution, the present value of the plan benefit commitments on the termination date, a statement that the plan assets are sufficient to pay benefit commitments on the final distribution, and various other information required by regulations;
 - c) A plan administrators Certification stating that the information provided to the actuary is accurate and whether there will be a reversion of assets to the plan sponsor resulting from the termination; and
 - d) A Power of Attorney.
- 3) Provide to each plan participant or beneficiary a notice of the amount and benefit form of such person's benefit commitments as of the proposed date of termination.
- 4) The PBGC will then have a period of time (generally 60 days after receipt of the items in #2) in which to issue a notice of noncompliance. If no notice of noncompliance is issue, then the distribution may be made.
- 5) Within 60 days of the distribution the Plan Administrator must file a post-distribution certification with the PBGC providing information about the distribution.

Prior to termination the current LAP Plan must be amended to bring it up to date. We have been waiting to complete this process because new regulations continue to be promulgated effecting the new provisions. If we draft the amendments too early it is likely they will need to be amended further to comply with the new regulations. It is our practice to wait until fairly close to the time limit for amending the plans to minimize the number of times it needs to be done.

Another ongoing issue concerns the "surplus" in the plan. While there is a substantial credit balance in the plan's Funding Standard Account, that does not necessarily mean that the plan is over-funded when we are looking at termination. These two amounts are calculated differently. Assuming that there is a balance remaining after the terminating distribution, these funds may be retained by the LAP or may be transferred along with the other assets to the new plan. If the LAP retains a reversion of

MCEWEN, GISVOLD, RANKIN & STEWART

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the funds there may be an excise tax due on the reversion, there may be some problems with the union, and there may be some objection from the new entity which will have to make higher contributions in the future to fully fund all the benefits.

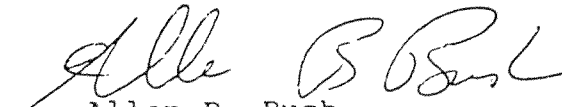
While there are some complications involved with the transfer of the pension plan, I think they can be handled without too many problems. A greater problem in the transfer of the operation of the Library to a new entity may occur when trying to work with the various unions. If you have not discussed this with Jack Schwartz, I recommend that you do so in the near future.

I hope that this letter will help you in planning what must be done in transferring the plan to the new entity. Please keep us advised as to how the negotiations are proceeding so that we can start the process as soon as we know it will be necessary.

If you have any questions, please contact Dean or me.

Yours very truly,

MCEWEN, GISVOLD, RANKIN & STEWART


Allen B. Bush

ABB/sm

cc Dean Gisvold

MC EWEN, GISVOLD, RANKIN & STEWART

(FOUNDED AS CAKE & CAKE - 1886)

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*ADMITTED IN OREGON AND WASHINGTON

May 25, 1989

Ms. Martha Julaphongs
Finance Director
Library Association of Portland
205 NE Russell St.
Portland, OR 97212-3708

Re: Pension Plan

Dear Martha:

As we have discussed, my letter to you of April 7, 1989, outlining the termination procedure was predicated upon the assumption that LAP would require a complete relief of future liability under the plan. A termination of the plan is not absolutely required by law where assets and liabilities of a defined benefit plan are transferred to another defined benefit plan.

There is an alternate procedure for the transfer of assets and liabilities of the plan and trust to the new entity's plan and trust without formal termination of the old plan. This procedure would require the filing of a notice of transfer of plan assets or liabilities with the IRS and Pension Benefit Guarantee Corporation (PBGC) at least thirty (30) days prior to the transfer. This form must be accompanied by an enrolled actuary's certification that the accrued benefits immediately after the transfer (valued as if the plan were terminated) are equal to or greater than the accrued benefits immediately prior to the transfer (valued as if the plan were terminated).

This procedure does not relieve LAP of all potential liability under the plan. If the plan were terminated within five (5) years of the transfer and found to be under funded at that time, the PBGC could look to the assets of LAP to satisfy a portion of the excess liability.

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May 25, 1989
Page 2

If in conjunction with the transfer, the new entity were to indemnify LAP for any potential liability, PBGC is authorized to waive application of the liability statutes. To waive the liability, PBGC must be satisfied that the plan benefits are protected. If we were to provide PBGC with a statement from an enrolled actuary certifying that the plan is fully funded or over funded and a balance sheet of the new entity after the transfer of assets from LAP, I believe that PBGC would be satisfied that the benefits were adequately protected and waive future liability of LAP.

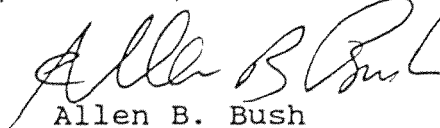
This procedure is different from the termination procedure in that it does not require specific notice to the participants and beneficiaries. However under other provisions of ERISA, the plan participants and beneficiaries would be entitled to notice of the change in plan sponsor and plan administrator.

Either the termination procedure outlined in my letter of April 7, 1989 or the transfer procedure discussed herein may be used in transferring the assets and liabilities. The transfer procedure is somewhat simpler and less likely to cause disruption and concern among the participants, but it is somewhat less certain as to the elimination of future liability. Because the question of future liability is remote and the potential for obtaining a waiver good, we recommend the transfer procedure.

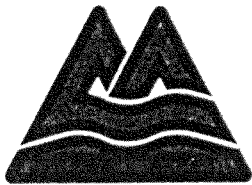
If you have any questions please contact me.

Yours very truly,

MCEWEN, GISVOLD, RANKIN & STEWART


Allen B. Bush

ABB/sm



MULTNOMAH COUNTY OREGON

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COUNTY COUNSEL SECTION
1120 S.W. FIFTH AVENUE, SUITE 1400
P.O. BOX 849
PORTLAND, OREGON 97207-0849
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PAULINE ANDERSON
POLLY CASTERLINE
GRETCHEN KAFOURY
CAROLINE MILLER

M E M O R A N D U M

COUNTY COUNSEL
LAURENCE KRESSEL

CHIEF ASSISTANT
ARMINDA J. BROWN

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J. MICHAEL DOYLE
H. H. LAZENBY, JR.
PAUL G. MACKAY
MARK B. WILLIAMS

TO: Felicia Trader
Chair, Library Task Force

FROM: Larry Kressel *lk*
County Counsel

DATE: October 28, 1988

RE: New Non-profit Corporation as Possible
Governing Body of County Library

At the last task force meeting, one proposed option for a structure to govern the county library was a new non-profit corporation. In connection with that option, the task force discussed the subject of who could appoint the directors of such a corporation. Specifically, could they be appointed by the Board of County Commissioners? Alternatively, could the directors be appointed by the County Commission and each City Council in the county?

The task force asked me to respond to the above questions. A related question was this: if the directors are appointed by the county, would the employees of the corporation be entitled to benefits as county employees?

The answer to the first question is "yes". State law (ORS Ch. 61) generally prescribes the structure for non-profit corporations. Nothing in the statutes prohibits appointment of the directors by an outside entity or group of entities.

The articles of incorporation of a non-profit corporation set forth, among other things, the number and names of the initial directors. They also describe the manner of electing or appointing subsequent directors. ORS 61.321(1)(f) and (h). Either the articles of incorporation or the bylaws may prescribe qualifications for directors. ORS 61.121(4). (The

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Page 2

articles would control over the bylaws in cases of conflict.
ORS 61.061(11).)

These state statutes set out very broad guidelines. They leave the details of corporate governance to each group of incorporators. Indeed, ORS 61.121(4) provides that the directors of a non-profit corporation need not even be state residents or members of the corporation itself. (It is also possible to form a corporation that has no members.
ORS 61.091.)

Given the broad outline in ORS Ch. 61, I conclude that it would be lawful for the corporate documents to provide that the directors of a non-profit library corporation would be appointed by the County Commission or by the Commission and other designated governmental bodies. Indeed, there is local precedent for such an arrangement. The articles of incorporation for the Metropolitan Public Defender, Inc. provide that directors will be appointed by the County Commissions of three counties, the Oregon Supreme Court Chief Justice, and the president of the Oregon State Bar.

The second question is whether employees of a non-profit library corporation would be construed as county employees if (1) the county commission appointed the directors of the corporation and (2) the county provided most of the funds for the corporation's activities. My research discloses that the answer to this question depends on who directs and controls the employees.

Although I find no Oregon cases directly on point, the critical issue in cases where the employer/employee relation is uncertain is whether the alleged employer exercises control over the worker. See, e.g. Hunter v. Multnomah County, 54 Or. App. 718, 722, 635 P.2d 1371 (1981) (for purposes of workers' compensation law, one who hires and controls worker is the responsible employer); University Medical Associates v. Multnomah County, 57 Or. App. 451, 645 P.2d 557 (1982) (same rule for purposes of determining employer's tort liability for acts of subordinates. See generally, 3 McQuillan, Municipal Corporations 3d, §12.35 (1982)).

The facts that the county government appoints the directors of a library corporation and provides most of the funding would not alone give the county control over the library's employees. Hiring, disciplining, bargaining and other employee-relations functions would presumably be outside county control. If that were so, I believe there would not be an

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employment relationship entitling the library workers to county benefits. Rather, they would be employees of the corporation.¹ Be aware, however, that the closer the county gets to directing and overseeing library employees, the stronger is the argument that the employees actually work for the county.

It's worth noting that the procedure followed in transferring governance responsibility from the Library Association of Portland (LAP) to the new library corporation could play a role in determining the status and rights of the employees. Specifically, if the first step in the process was to transfer all the LAP's assets and liabilities to the county, so that the county for a time actually operated the library, the employees would become county employees. Under state law, the county would be obligated to bargain with the library workers union. See ORS 243.672(1)(h). If the county later transferred governance responsibilities to a non-profit corporation, the transferred employees would be protected by ORS 236.610 et seq. (copy attached). That law would, among other things, allow the transferred employees to retain the retirement benefits they enjoyed as county employees and to return to county employment upon termination of the agreement with the non-profit corporation. See ORS 236.620(2); ORS 236.640. In sum, if the county starts the process by assuming control over the library, that action would have long range fiscal consequences for the county.

Please make this opinion available to other members of the task force prior to the next meeting.

¹ Whether that corporation would be a "public employer" subject to the Public Employees Collective Bargaining Act (ORS 243.650(18)) or the Public Employees Retirement Act (ORS 237.003(7)) is not addressed herein.

2873R/dp

cc: Mike Dolan

(3) "Just cause" means a cause reasonably related to the employee's ability to perform required work. The term includes any wilful violation of reasonable work rules, regulations or written policies. [1979 c.618 §2]

236.360 Disciplinary actions; just cause; notice; procedures. (1) No disciplinary action shall be taken against a police officer without just cause.

(2) A public employer that intends to take disciplinary action shall:

(a) Notify the police officer in writing of the charges against the officer and the proposed disciplinary action; and

(b) Provide the police officer with an opportunity to respond to the charges at an informal hearing which may be recorded, with the person or persons having authority to impose the proposed disciplinary action.

(3) Public employers of police officers shall prepare and maintain written procedures to implement the provisions of ORS 236.350 to 236.370. [1979 c.618 §3]

236.370 ORS 236.350 to 236.370 not applicable to certain police officers. ORS 236.350 to 236.370 does not apply to disciplinary action taken against police officers who are:

(1) In an initial probationary period of employment that does not exceed 12 months or in a probationary period under a collective bargaining agreement which is in excess of 12 months;

(2) Under a collective bargaining agreement requiring just cause for disciplinary action;

(3) Under a county civil service system adopted pursuant to ORS 241.002 to 241.009;

(4) Under a county or municipal civil service system which provides police officers with disciplinary action protections at least equivalent to those provided under ORS 236.350 and 236.360;

(5) The chief executive officers of law enforcement units, as defined in ORS 181.610 (4); or

(6) Supervisory employees, as defined under ORS 243.650 (14), where a collective bargaining agreement is in effect with their public employer. [1979 c.618 §4]

236.405 [1961 c.287 §1; repealed by 1979 c.59 §1]

236.415 [1961 c.287 §2; repealed by 1979 c.59 §1]

236.420 [1961 c.287 §3; repealed by 1979 c.59 §1]

236.425 [1961 c.287 §4; repealed by 1979 c.59 §1]

236.430 [1961 c.287 §23; repealed by 1979 c.59 §1]

236.435 [1961 c.287 §24; repealed by 1979 c.59 §1]

236.440 [1961 c.287 §5; repealed by 1979 c.59 §1]

236.445 [1961 c.287 §6; repealed by 1979 c.59 §1]

236.450 [1961 c.287 §25; repealed by 1979 c.59 §1]

236.455 [1961 c.287 §26; repealed by 1979 c.59 §1]

236.460 [1961 c.287 §7; repealed by 1979 c.59 §1]

236.465 [1961 c.287 §8; repealed by 1979 c.59 §1]

236.470 [1961 c.287 §9; repealed by 1979 c.59 §1]

236.475 [1961 c.287 §10; repealed by 1979 c.59 §1]

236.485 [1961 c.287 §11; repealed by 1979 c.59 §1]

236.490 [1961 c.287 §12; repealed by 1979 c.59 §1]

236.495 [1961 c.287 §13; repealed by 1979 c.59 §1]

236.500 [1961 c.287 §14; 1973 c.773 §3; repealed by 1979 c.59 §1]

236.505 [1961 c.287 §15; 1973 c.773 §4; repealed by 1979 c.59 §1]

236.510 [1961 c.287 §16; repealed by 1979 c.59 §1]

236.515 [1961 c.287 §17; repealed by 1979 c.59 §1]

236.520 [1961 c.287 §19; repealed by 1979 c.59 §1]

236.525 [1961 c.287 §18; repealed by 1979 c.59 §1]

236.530 [1961 c.287 §20; repealed by 1979 c.59 §1]

236.535 [1961 c.287 §21; repealed by 1979 c.59 §1]

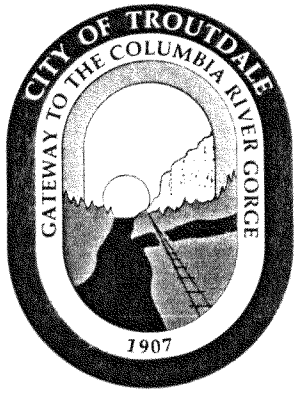
236.540 [1961 c.287 §22; repealed by 1979 c.59 §1]

TRANSFER OF PUBLIC EMPLOYEES

236.610 Rights of employee when duties assumed by different public employer. (1) No public employee shall be deprived of employment solely because the duties of employment have been assumed or acquired by another public employer, whether or not an agreement, annexation or consolidation with the present employer is involved. Notwithstanding any statute, charter, ordinance or resolution, but subject to ORS 236.610 to 236.650, the public employee shall be transferred to the employment of the public employer who assumed or acquired the duties of the public employee, without further civil service examination.

(2) As used in subsection (1) of this section, "public employee" means an employee whose salary or wages is paid from public funds and "public employer" includes an Oregon nonprofit corporation that has accepted, by agreement, the transfer of a public facility from a political subdivision of this state for maintenance and operation.

(3) In transferring a public employee under subsection (1) of this section, the employer shall furnish the employment records of that employee to the transferee employer at the time of transfer. The time of transfer shall be by written agreement between the public employers involved. [1963 c.204 §§1, 2; 1971 c.500 §1]




CITY OF TROUTDALE

AGENDA
JOINT TROUTDALE CITY COUNCIL/MULTNOMAH COUNTY
COMMISSIONERS MEETING
TROUTDALE CITY COUNCIL MEETING
COUNCIL CHAMBERS
TROUTDALE CITY HALL
104 SE KIBLING AVENUE
TROUTDALE, OR 97060-2099

7:00 P.M. -- DECEMBER 12, 1989

- (A) 1. PLEDGE OF ALLEGIANCE, ROLL CALL, AGENDA UPDATE
- (A) 2. CONSENT AGENDA:
 - 2.1 Accept: Minutes of 11/14/89
 - 2.2 Accept: Bills Month of NOVEMBER, 1989
 - 2.3 Accept: Business Licenses Month of November, 1989
- (A) 3. PUBLIC COMMENT:
Please restrict comments to non-agenda items at this time.
- (A) 4. RESOLUTION: Authorizing Mayor to Accept Deed of Property for Public Right-Of-Way
- (A) 5. RESOLUTION: Approving SDC's Sandee Palisades IV
- (I) 6. INTRODUCTIONS OF COUNTY COMMISSIONERS
- (I) 7. DISCUSSION ITEMS:
 - East County Roads
 - Edgefield Property
 - Mt. Hood Parkway
 - Columbia Gorge Planning
 - Other
- (A) 8. DEPARTMENT REPORTS:
 - o Public Safety
 - o Finance
 - o Community Development
 - o Public Works
 - o City Attorney
 - o Executive
- (A) 9. COUNCIL CONCERNS AND INITIATIVES
- (A) 10. ADJOURNMENT



SAM K. COX, MAYOR
DATED: 11/30/89

1989 DEC - 0 AM 10:31
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON