

ANNOTATED MINUTES

Thursday, July 8, 1993 - 9:30 AM  
Multnomah County Courthouse, Room 602

REGULAR MEETING

Acting Chair Henry C. Miggins convened the meeting at 9:31 a.m., with Vice-Chair Gary Hansen, Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present.

AT THE SUGGESTION OF VICE-CHAIR HANSEN, THE AGENDA WAS REARRANGED TO EXPEDITE MEETING.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER COLLIER, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-4) WAS UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

C-1 In the Matter of Transfer of Found/Unclaimed or Unidentified Property to the Department of Environmental Services

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-2 ORDER in the Matter of the Execution of Correction Deed D930777 to Correct an Historical Error in Title Precipitated by Tax Foreclosure

ORDER 93-242.

C-3 ORDER in the Matter of Contract 15757 for the Sale of Certain Real Property to Raymond Tindell

ORDER 93-243.

C-4 ORDER in the Matter of Cancellation of Land Sale Contract 15606 between Multnomah County, Oregon and ROBERT HALES upon Default of Payments and Performance of Covenants

ORDER 93-244.

REGULAR AGENDA

PUBLIC CONTRACT REVIEW BOARD

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

R-2 ORDER in the Matter of an Exemption from Public Bidding, Contracts with Safeway, Fred Meyer, Albertsons, McDonalds, Burger King, Ray's Grocery & Payless Grocery for the Purchase of Food Vouchers

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, ORDER 93-245 WAS UNANIMOUSLY APPROVED.**

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

NON-DEPARTMENTAL

- R-3 In the Matter of Ratification of the Collective Bargaining Agreement between Multnomah County and Local #88, AFSCME (Juvenile Groupworker)

**COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, FOR APPROVAL OF R-3. COMMISSIONER COLLIER DISCLOSED POTENTIAL CONFLICT OF INTEREST IN THAT HER HUSBAND'S LAW FIRM REPRESENTS UNION. EXPLANATION FROM LABOR RELATIONS MANAGER KEN UPTON. TESTIMONY IN SUPPORT OF CONTRACT FROM UNION REPRESENTATIVE TIM NACOSTE. VOTE ON MOTION UNANIMOUSLY APPROVED.**

MANAGEMENT SUPPORT

- R-5 RESOLUTION in the Matter of the Cancellation of Certain Checks Heretofore Issued by Multnomah County More than Seven (7) Years Prior to July 1, 1993, and Not Heretofore Presented for Payment

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, RESOLUTION 93-246 WAS UNANIMOUSLY APPROVED.**

- R-6 RESOLUTION in the Matter of Accepting the Recommendation of the Employee Suggestion Committee Regarding Employee Suggestion Number DHS-14

**UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, RESOLUTION 93-247 WAS UNANIMOUSLY APPROVED.**

- R-7 RESOLUTION in the Matter of Accepting the Recommendation of the Employee Suggestion Committee Regarding Employee Suggestion Number DHS-15

**UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER COLLIER, RESOLUTION 93-248 WAS UNANIMOUSLY APPROVED. VICE-CHAIR HANSEN COMMENDED RETTA WHITE FOR HER EFFORTS WITH THE SPACE REDESIGN OF CLEVELAND SCHOOL CLINIC.**

- R-8 In the Matter of the Review, Discussion, and Adoption of the Budget Notes to the 1993-94 Multnomah County Adopted Budget

**COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL FOR INCLUSION OF**

RECOMMENDED BUDGET NOTES AS SUBMITTED BY BUDGET MANAGER DAVE WARREN AND COMMISSIONER SALTZMAN. MR. WARREN AND COUNTY COUNSEL LARRY KRESSEL RESPONSE TO BOARD POLICY DIRECTION COMMENTS AND DISCUSSION.

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, IT WAS UNANIMOUSLY APPROVED THAT COMMISSIONER SALTZMAN'S HEALTH DEPARTMENT 3) STATEMENT BE AMENDED TO READ "HEALTH DEPARTMENT MUST FIND MORE COST-EFFECTIVE MEANS TO DELIVER INTERPRETATIVE SERVICES TO ITS CLIENTS."

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, THAT COMMISSIONER SALTZMAN'S COMMUNITY CORRECTIONS 1) STATEMENT BE AMENDED TO READ "DCC SHOULD CONTINUE TO EXPLORE POTENTIAL FOR USE OF CALLER ID AS MEANS OF INCREASING EFFECTIVENESS OF SUPERVISION OF PAROLEES AND PROBATIONERS." COMMISSIONER SALTZMAN REQUESTED THAT DCC DIRECTOR TAMARA HOLDEN PROVIDE HIM WITH WRITTEN INFORMATION ON CALLER ID. VOTE ON MOTION UNANIMOUSLY APPROVED.

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, THAT COMMISSIONER SALTZMAN'S COMMUNITY CORRECTIONS 2) STATEMENT BE DELETED. MS. HOLDEN EXPLAINED COUNTY'S RANDOM DRUG TESTING PRACTICE, DISCUSSED FUTURE FUNDING PLANS VIA A \$2.75 PER TEST FEE, AND REQUESTED FURTHER DISCUSSION WHEN BOARD MEETS ON COMMUNITY CORRECTIONS ACT PLAN. COMMISSIONER KELLEY ADVISED A PUBLIC SAFETY SYSTEM WORK SESSION IS SCHEDULED FOR AUGUST. VOTE ON MOTION UNANIMOUSLY APPROVED.

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, THAT THE LAST SENTENCE IN COMMISSIONER SALTZMAN'S COMMUNITY CORRECTIONS 3) STATEMENT BE AMENDED TO READ "IT IS THE COMMISSIONER'S IMPRESSION THAT THE NUMBER OF PAROLE AND PROBATION OFFICERS NOT BE REDUCED, BUT THE COMMISSION WILL REVIEW THIS ISSUE IN THE CONTEXT OF THE FINAL CORRECTIONS PLAN THAT EMERGES FROM THE LEGISLATIVE SESSION." MR. WARREN RESPONSE TO BOARD QUESTIONS AND DISCUSSION. COMMISSIONER COLLIER SPOKE AGAINST THE PROPOSED AMENDMENT. VOTE ON MOTION APPROVED WITH COMMISSIONERS KELLEY, HANSEN, SALTZMAN AND MIGGINS VOTING AYE AND COMMISSIONER COLLIER VOTING NAY.

FOLLOWING DISCUSSION WITH MR. WARREN AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, IT WAS UNANIMOUSLY APPROVED THAT THE WORD "DEDICATED" BE REPLACED

WITH THE WORD "RESERVED" IN COMMISSIONER SALTZMAN'S COMMUNITY CORRECTIONS 3) AND SHERIFF 4) STATEMENTS. [COMMUNITY CORRECTIONS 3) TO READ ". . . RESERVED \$506,000 . . . FOR THE POTENTIAL OF PRESERVING PAROLE AND PROBATION OFFICER POSITIONS . . ." AND SHERIFF 4) . . ."RESERVED \$261,000 . . . FOR THE POTENTIAL OF PURCHASING HARDWARE AND PERSONNEL FOR COURTHOUSE SECURITY."

COMMISSIONERS KELLEY AND SALTZMAN DISCUSSION REGARDING COMMISSIONER SALTZMAN'S SHERIFF 1) AND 2) STATEMENTS. COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, THAT COMMISSIONER SALTZMAN'S SHERIFF 2) AND 3) STATEMENTS BE DELETED, AND THAT A NEW 2) BE AMENDED TO READ "THE COMMISSION SUPPORTS A PARTICIPATION OF THE SHERIFF IN THE COORDINATED APPROACH TO POLICING RECOMMENDED BY THE COUNCIL OF LAW ENFORCEMENT OFFICIALS (CLEO)." BOARD COMMENTS. VOTE ON MOTION UNANIMOUSLY APPROVED. CHAIR MIGGINS DIRECTED THAT COMMISSIONER SALTZMAN'S SHERIFF 4) BE RENUMBERED SHERIFF 3).

VOTE ON MOTION TO APPROVE RECOMMENDED BUDGET NOTES AS AMENDED UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

R-4 First Reading and Possible Adoption of an ORDINANCE Amending Ordinance 720 to Provide Changes in the Bylaws of the Metropolitan Human Rights Commission and Declaring an Emergency

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER HANSEN MOVED, AND COMMISSIONER KELLEY SECONDED, APPROVAL OF FIRST READING. MHRC DIRECTOR HELEN CHEEK PRESENTED EXPLANATION AND TESTIMONY IN SUPPORT OF PROPOSED ORDINANCE. COMMISSIONER COLLIER COMMENDED THE WORK OF MHRC MEMBERS. VOTE ON MOTION ADOPTING ORDINANCE 771 UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

R-1 First Reading of an ORDINANCE to Adopt an Ambulance Service Area (ASA) Plan for Multnomah County

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER DISCLOSED POTENTIAL CONFLICT OF INTEREST IN THAT HER HUSBAND'S LAW FIRM REPRESENTS THE FIREFIGHTERS AND AMALGAMATED TRANSIT WORKERS UNIONS. COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF THE FIRST READING. EMS DIRECTOR BILL COLLINS EXPLAINED

THAT ATTACHMENT A PROPOSES A PUBLIC/PRIVATE AMBULANCE TRANSPORT SYSTEM IMPLEMENTED BY AWARD PROCESS; SINGLE DISPATCH WITH CLOSEST UNITS SENT; SINGLE MEDICAL DIRECTOR EMPLOYED BY COUNTY; REGULATION; SUPPORT FOR RURAL PROVIDERS; RESPONSE TIME ZONES FOR URBAN AND RURAL AREAS; POOLED INTEGRATED TRAINING PROGRAM; WORKFORCE CONSIDERATIONS DEALING WITH TURNOVER, DIVERSITY, LABOR RELATIONS; PREVENTION PROGRAM AIMED AT APPROPRIATE USE OF 9-1-1; EMS PROGRAM ADMINISTRATION RESIDING WITHIN HEALTH DEPARTMENT. COMMISSIONER SALTZMAN DISCUSSED AND SUBMITTED HIS STATEMENT SUPPORTING VARIOUS CHANGES TO PROPOSED AMBULANCE SERVICE AREA PLAN. COMMISSIONER SALTZMAN MOVED AND UPON PASSING GAVEL TO VICE-CHAIR HANSEN, CHAIR MIGGINS SECONDED, APPROVAL OF AMENDMENTS TO PROPOSED PLAN. BOARD COMMENTS AND DISCUSSION. COUNTY COUNSEL LARRY KRESSEL RESPONSE TO BOARD QUESTIONS. COMMISSIONER SALTZMAN WITHDREW HIS MOTION AND ADVISED HE WILL INTRODUCE HIS AMENDMENTS AT THE SECOND READING. MR. KRESSEL ADVISED ANY SUBSTANTIVE AMENDMENTS WILL REQUIRE AN ADDITIONAL READING OF THE PROPOSED ORDINANCE. TESTIMONY IN SUPPORT OF PROPOSED PLAN BY TOM STEINMAN, LYNN DAVIS, JOHN WILSON, DOUG ROWLAND, DONALD LEWIS, RANDY LEONARD, RANDY FLOREA, PHILIP LOVING, GORDON JOHNSTON, MARK DRAKE, CHRIS THOMAS, KYLE GORMAN, TYLER WALTHERS, KEVIN SHANDERS, GREG KELLER, MIKE ZAVOSKEY, JIM BIEKER, DARRELL KNOTT AND JOHN MOORHEAD. TESTIMONY AGAINST PROPOSED PLAN BY VERNON HILT, RON HEINTZMAN, RANDY LAUER, TERRY MARSH, BOB YOESLE, MARK McCULLOUGH, DAVID LANDSTROM, HENRY ANNEN, INGRID THORNQUIST, GARY McLEAN, MICHAEL CHRISTIE, BETH MURPHY, MARY ANN MORRISON, DAVID FULLER, JOHN PRAGGASTIS, COLE THEANDER, JEFF LAWRENCE, JUNITA KAUBLE, SEAN RILEY AND JEAN McSHERRY. LYNN BONNER READ WRITTEN COMMENTS FROM MIKE ANDERSON OF KAISER PERMANENTE. CHAIR MIGGINS DIRECTED STAFF TO PROVIDE DEFINITIONS OF TIME CRITICAL/NON-TIME CRITICAL EMERGENCIES AND REQUESTED THAT STAFF AND THE BOARD REVIEW/EVALUATE PROPOSED PLAN REGARDING PREVENTION (PAGE 13), CLOSEST PROVIDER TRANSPORT ISSUE AND LABOR ISSUES (PAGE 27), BY NEXT WEEK. MR. KRESSEL RESPONSE TO COMMISSIONERS SALTZMAN AND HANSEN QUESTIONS CONCERNING SUBSTANTIVE AMENDMENTS TO PROPOSED ORDINANCE. COMMENTS BY COMMISSIONERS SALTZMAN, COLLIER AND HANSEN. VOTE ON MOTION APPROVED WITH COMMISSIONERS KELLEY, HANSEN, SALTZMAN AND MIGGINS VOTING AYE AND COMMISSIONER SALTZMAN VOTING NAY. SECOND READING SCHEDULED FOR 9:30 AM, THURSDAY, JULY 15, 1993.

PUBLIC COMMENT

R-9 Opportunity for Public Comment on Non-Agenda Matters.  
Testimony Limited to Three Minutes Per Person.

There being no further business, the meeting was adjourned  
at 12:50 p.m.

OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON

By Deborah C. Boast

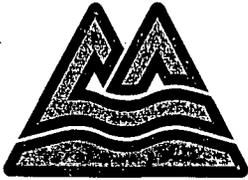
---

Thursday, July 8, 1993 - 1:30 PM  
Multnomah County Courthouse, Room 602

WORK SESSION

WS-2 Discussion and Further Review of the Tax Title Audit Report  
Recommendations. Presented by Betsy Williams.

**BETSY WILLIAMS PRESENTATION AND RESPONSE TO  
BOARD QUESTIONS. KATHY TUNEBERG, JOHN DuBAY  
AND WAYNE GEORGE RESPONSE TO BOARD QUESTIONS.  
BOARD CONSENSUS ON PROPOSED MISSION STATEMENTS,  
VALUES, UNDERLYING ASSUMPTIONS, GOALS AND  
OBJECTIVES, ISSUES AND PROPOSED POLICIES.  
ADDITIONAL WORK SESSION TO BE SCHEDULED.**



# MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK  
SUITE 1510, PORTLAND BUILDING  
1120 S.W. FIFTH AVENUE  
PORTLAND, OREGON 97204

BOARD OF COUNTY COMMISSIONERS		
GLADYS McCOY •	CHAIR	• 248-3308
DAN SALTZMAN •	DISTRICT 1	• 248-5220
GARY HANSEN •	DISTRICT 2	• 248-5219
TANYA COLLIER •	DISTRICT 3	• 248-5217
SHARRON KELLEY •	DISTRICT 4	• 248-5213
CLERK'S OFFICE •	248-3277	• 248-5222

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

July 5 - 9, 1993

Monday, July 5, 1993 - HOLIDAY - COUNTY OFFICES CLOSED

Tuesday, July 6, 1993 - 9:30 AM - Board Briefings . . . . .Page 2

Tuesday, July 6, 1993 - 2:00 PM - Work Session. . . . .Page 2

Thursday, July 8, 1993 - 9:30 AM - Regular Meeting. . . . .Page 2

Thursday, July 8, 1993 - 1:30 PM - Work Session . . . . .Page 3

Thursday Meetings of the Multnomah County Board of Commissioners are taped and can be seen at the following times:

Thursday, 10:00 PM, Channel 11 for East and West side subscribers

Thursday, 10:00 PM, Channel 49 for Columbia Cable (Vancouver) subscribers

Friday, 6:00 PM, Channel 22 for Paragon Cable (Multnomah East) subscribers

Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

INDIVIDUALS WITH DISABILITIES MAY CALL THE OFFICE OF THE BOARD CLERK AT 248-3277 OR 248-5222 OR MULTNOMAH COUNTY TDD PHONE 248-5040 FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.

Tuesday, July 6, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

- B-1 Briefing on the Status of Tax Title Audit Recommendations and Other Issues. Presented by Betsy Williams. 9:30 TIME CERTAIN, 1 HOUR REQUESTED.
- B-2 Briefing on Land Use Appeal Procedure. Presented by Larry Kressel and Scott Pemble. 10:30 AM TIME CERTAIN, 1 HOUR REQUESTED.
- 

Tuesday, July 6, 1993 - 2:00 PM

Multnomah County Courthouse, Room 602

WORK SESSION

- WS-1 Work Session to Consider Emergency Medical Services Ambulance Service Area Plan Elements and Consider and Modify Draft Plan. Public May Attend, However Invited Testimony Only, No Public Testimony. Facilities by Bill Collins. 2:00 TIME CERTAIN, 2 HOURS REQUESTED.
- 

Thursday, July 8, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

SHERIFF'S OFFICE

- C-1 In the Matter of Transfer of Found/Unclaimed or Unidentified Property to the Department of Environmental Services

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-2 ORDER in the Matter of the Execution of Correction Deed D930777 to Correct an Historical Error in Title Precipitated by Tax Foreclosure
- C-3 ORDER in the Matter of Contract 15757 for the Sale of Certain Real Property to Raymond Tindell
- C-4 ORDER in the Matter of Cancellation of Land Sale Contract 15606 between Multnomah County, Oregon and ROBERT HALES upon Default of Payments and Performance of Covenants

REGULAR AGENDA

DEPARTMENT OF HEALTH

- R-1 First Reading of an ORDINANCE to Adopt an Ambulance Service Area (ASA) Plan for Multnomah County

PUBLIC CONTRACT REVIEW BOARD

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

- R-2 ORDER in the Matter of an Exemption from Public Bidding, Contracts with Safeway, Fred Meyer, Albertsons, McDonalds, Burger King, Ray's Grocery & Payless Grocery for the Purchase of Food Vouchers

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

NON-DEPARTMENTAL

- R-3 In the Matter of Ratification of the Collective Bargaining Agreement between Multnomah County and Local #88, AFSCME (Juvenile Groupworker)

- R-4 First Reading and Possible Adoption of an ORDINANCE Amending Ordinance 720 to Provide Changes in the Bylaws of the Metropolitan Human Rights Commission and Declaring an Emergency

MANAGEMENT SUPPORT

- R-5 RESOLUTION in the Matter of the Cancellation of Certain Checks Heretofore Issued by Multnomah County More than Seven (7) Years Prior to July 1, 1993, and Not Heretofore Presented for Payment

- R-6 RESOLUTION in the Matter of Accepting the Recommendation of the Employee Suggestion Committee Regarding Employee Suggestion Number DHS-14

- R-7 RESOLUTION in the Matter of Accepting the Recommendation of the Employee Suggestion Committee Regarding Employee Suggestion Number DHS-15

- R-8 In the Matter of the Review, Discussion, and Adoption of the Budget Notes to the 1993-94 Multnomah County Adopted Budget

PUBLIC COMMENT

- R-9 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

---

Thursday, July 8, 1993 - 1:30 PM

Multnomah County Courthouse, Room 602

WORK SESSION

- WS-2 Discussion and Further Review of the Tax Title Audit Report Recommendations. Presented by Betsy Williams. 2 HOURS REQUESTED.

0266C/1-3  
cap

GARY HANSEN  
Multnomah County Commissioner  
District 2



1120 S.W. Fifth Avenue, Suite 1500  
Portland, Oregon 97204  
(503) 248-5219

MEMORANDUM

TO: Chair: Miggins  
Commissioners: Saltzman  
Collier  
Kelley

FROM: Gary Hansen

DATE: June 22, 1993

SUBJECT: Vacation

I will be on vacation July 5 through July 9, therefore, I will miss the Board meetings July 6 and 8th.

1993 JUN 22 PM 4:15  
MULTNOMAH COUNTY  
OREGON

MEETING DATE: JUL 08 1993

AGENDA NO: C-1

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** TRANSFER OF FOUND/UNCLAIMED OR UNIDENTIFIED PROPERTY TO DEPARTMENT OF ENVIRONMENTAL SERVICES

**BOARD BRIEFING:** Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING:** Date Requested: July 8, 1993

Amount of Time Needed: 5 minutes

**DEPARTMENT:** Sheriff's Office **DIVISION:** Services

**CONTACT:** Larry Aab **TELEPHONE #:** 251-2489  
**BLDG/ROOM #:** 313/231

**PERSON(S) MAKING PRESENTATION:** Bob Skipper, Sheriff

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

**SUMMARY** (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Transfer of Found/Unclaimed or unidentified property as listed to the Department of General Services as outlined in Multnomah County Code 7.70.300.

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** Bob Skipper

OR

**DEPARTMENT MANAGER:** \_\_\_\_\_

1993 JUN 30 PM 12:51  
MULTNOMAH COUNTY  
OREGON  
CLERK OF COUNTY COMMISSIONERS

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Office of the Board Clerk 248-3277/5222



# Multnomah County Sheriff's Office

BOB SKIPPER  
SHERIFF

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

(503) 255-3600

## MEMORANDUM

---

TO: HANK MIGGINS  
Acting Chair

FROM: BOB SKIPPER  
Sheriff *Bob Skipper*

DATE: June 28, 1993

SUBJECT: FOUND/UNCLAIMED PROPERTY - 93-2

---

Attached is a listing of found/unclaimed or unidentified property. This property has been in the Sheriff's possession for over 30 days. All attempts to establish the rightful owners of the listed property have proven negative.

To comply with Multnomah County Code 7.70.300, I am requesting, with approval from the Board of County Commissioners, that these items be transferred to the Department of Environmental Services for the sale or disposal as provided for within the listed ordinance.

Attachment

bcc/93-2

MULTNOMAH COUNTY  
SHERIFF'S OFFICE  
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL  
LIST - 93-2

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
72-1028	Ithaca .22 rifle, #490368122	Destroy
76-12885	H & R revolver, #AJ1564	
76-23861	S & W .22 revolver, #M76269	
77-21399	Colt .45 revolver, #58464-LW	
80-1902	R.G. .22 revolver, #327114	
82-26889	Colt .25 handgun, #OD72357	
83-4800	Remington 30.06 rifle, #6814364	
83-7827	Titan .380 pistol, #B073773	
	Ruger .22 handgun, #38742	
83-19564	Winchester 12 gauge shotgun	
83-20268	Mossberg 12 gauge shotgun, #G488477	
83-25818	Ruger .357 revolver, #150-14391	
	Krag 30.40 rifle, #444041	
	Winchester .22 rifle	
	Costo shotgun	
	H & R shotgun, #AR256821	
	Hi-Standard .22 revolver, #449917	
	Iver Johnson pistol, .32, #61677	
	Colt .357 revolver, #23843	
	Stevens 30.30 rifle	
	Iver Johnson .22 pistol, #H79904	
84-22666	Winchester 30.30 rifle, #2083302	
85-9703	Revelation 12 gauge shotgun	
	Pawnee's .22 revolver, #33108	
85-11224	Coast to-Coast 23 gauge shotgun, #H702550	
86-1832	Titans .25 handgun, #279798	
86-2218	S & W .38 revolver, #57903	
86-5999	Military type weapon, #156044	
86-7909	Ruger 10/22 rifle, #120-25560	
87-2290	Crossman pump BB rifle/model 766	
87-3252	Parker Bros. 12 gauge shotgun, #14582	
	Winchester .220 rifle, #325801	
	R.G. .38 pistol, #Q163076	
	Remington .22 rifle	
	Ruger .22 rifle, #126-19578	
	Marlin .22 rifle, #23525407	
	Winchester 12 gauge shotgun, #351865	
	Benj. Franklin .22 pistol, #B135028	
	Savage .308 rifle, #2937AS	
	Winchester rifle, #163968	
	Powermaster BB gun, #875005371	
	Erma-Werke .22 handgun, #303206	

MULTNOMAH COUNTY  
SHERIFF'S OFFICE  
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL  
LIST - 93-2

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
87-4786	H & R .22 pistol, #AY088544 Ruger .22 pistol, #1502696 S & W .357 revolver, #6K28692 C.B.C. .22 rifle, #GR59183 Remington .22 rifle, #2179130 Remington 12 gauge shotgun, #T280590M Stevens 16 gauge shotgun Glenfield .22 rifle, #18306447	
87-6152	Jennings .22 pistol, #156084	
87-7234	Savage 340 rifle, #C721080	
87-9285	BB gun, .338 auto.	
87-10858	Marksman BB gun, #6E521529	
87-11130	Colt .38 revolver, #H03658	
87-12991	Browning shotgun, #04812PZ152	
87-13032	Hamden .38 Derringer, #008012	
87-13228	Crossman pellet rifle, #D80272567	
87-13546	Revelation .410 gauge shotgun, #P590173	
88-143	Dan Wesson .357 pistol, #77899 Jennings .22 pistol, #362781	
88-1580	Marksman BB pistol, #40161315	
88-1842	BB pistol	
88-1881	Ruger .22 pistol, #11-52681	
88-1987	Raven Arms .25 pistol, #1146064 J.C. Higgins .22 pistol, #943733	
88-2321	S & W .38 revolver, #K625994	
88-2645	Beretta .380 pistol, #B35682Y	
88-3124	Ruger .22 pistol, #1496990	
88-3878	S & W revolver, #61909	
88-4111	Tanfoglio .25 pistol, #G96380	
88-4178	Raven Arms .25 pistol, #1152793 Ruger .45 revolver, #45-09403 Ruger .357 revolver, #155-95773	
88-4193	Jennings .22 pistol, #428297	
88-4413	Charter Arms .22 pistol, #A258145 Hawes .45 revolver, #2737/5	
88-4960	Stevens 12 gauge shotgun, #B505228	
88-5193	Browning handgun, #77C52477	
88-5279	BB gun, model 840 Daisy BB gun, model 105-B	
88-5882	Colt .380 handgun, #MU16280	
88-6742	AMT .380 pistol, #B17923	
88-6862	Excam .22 revolver, #C36806 Remington .22 rifle, #2434843	

MULTNOMAH COUNTY  
SHERIFF'S OFFICE  
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL  
LIST - 93-2

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
88-7166	5 shot .32 revolver, #3104 Dan Wesson .357 revolver, #SD007831 Western Field 20 gauge shotgun	
88-7644	Jennings .22 pistol, #303031	
88-7747	DeGuerre .32 pistol, #46446	
88-8587	Winchester 30.30 rifle, #4889500	
88-8669	Sterling .22 pistol, #A73948 Freedom Arms .22 pistol, #A06994 North American Arms .22 pistol, #V19473 Raven Arms .25 pistol, #1187171 North American Arms .22 pistol, #V19469 Raven Arms .25 pistol, #1277964 Sturm Ruger .357 pistol, #161-77960 Taurus 9mm pistol, #TGK04025 Ruger .22 pistol, #513627 Remington 12 gauge shotgun, #T440290M	
88-8816	Colt .32 revolver, #157766	
88-8863	R.G. .22 revolver, #1B24156	
88-9016	Iver Johnson .25 pistol Secret Serv. Special .32 pistol R.G. .38 revolver, #X043285	
88-9101	Astra .22 pistol, #73302	
88-9482	Crossman BB gun, #D18205079	
88-9508	Colt .357 revolver, #159-55730 Mach II .380 pistol, #3808597	
88-9565	Ruger .22 pistol, #214-36179 Armi 7.65mm pistol, #206353 Western .357 derringer, #1882 Mossberg 12 gauge shotgun, #K189324 .22 caliber rifle, #C347658	
88-9600	Winchester 20 gauge shotgun, #278655 Hi-Standard .22 pistol, #687602 Davis .22 Derringer, #064960	
88-9611	Colt .38 pistol, #N15052	
88-9625	Astra 9mm pistol, #57803 Jennings .22 pistol, #283530 S & W .38 pistol, #K365230 Crossman pellet pistol, #D78212600	
88-10144	Stevens RGA shotgun, #E475859	
88-10550	Mauser rifle, #K6810	
88-10716	Ruger .357 revolver, #34-58708	
88-11003	J.C. Higgins 12 gauge shotgun	

MULTNOMAH COUNTY  
SHERIFF'S OFFICE  
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL  
LIST - 93-2

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
88-11082	Jennings .22 pistol, #218161	
88-11540	Double Deuce .22 pistol, #73095	
88-11916	Mossberg shotgun	
88-11958	S & W .32 revolver, #264035	
88-11986	Colt .22 pistol, #308236S	
	Winchester 30.30 rifle, #992610	
	Ruger .22 revolver, #60-93800	
	Ruger .357 revolver, #152-14459	
	S & W .38 revolver, #16320	
88-12175	Springfield .22 rifle	
88-12288	Liberty 21 .22 pistol, #021096	
88-12374	Llama .22 pistol, #765110	
89-190	Colt .45 pistol	
89-273	H & R sawed-off shotgun, #BA568311	
89-452	Interarms 9mm pistol, #1041285	
89-460	Savage .22 rifle, #E752315	
89-753	Armi .25 pistol, #G76473	
89-764	S & W .357 revolver, #E1855921	
89-1770	S & W .22 revolver, #3K-71710	
89-1907	BB rifle, 760-C model	
89-1999	Colt .357 revolver, #L12812	
89-2095	H & R 12 gauge rifle, #AT297512	
89-2140	S & W .38 revolver, #133444	
89-2463	Ranger .22 rifle	
89-2543	S & W 9mm pistol, #A389108	
89-2980	S & W .38 revolver	
	Beretta .25 pistol, #BT122152V	
89-3055	FIÉ .22 revolver, #22842	
89-3105	Mauser Werke .380 pistol, #0110678	
89-3263	Sterling .22 pistol, #A94588	
89-3397	Colt .25 pistol, #OD80580	
89-3495	Garcia pistol, #1110896	
89-3539	Browning .25 pistol, #453995	
89-3609	Sawed-off shotgun, 20 gauge	
89-3651	Savage .380 pistol, #17483B	
89-3729	Colt .38 revolver, #35138	
89-4393	Remington 12 gauge shotgun, #L519034V	
89-4521	R.G. .22 revolver, #L676047	
89-4568	S.W.D. 9mm M-11 handgun, #85-0003201	
89-4731	Marlin 12 gauge shotgun, #B439	
89-4908	Davis .32 handgun, #P056100	
	Ithaca 12 gauge shotgun, #764713-4	
	Marlin .22 rifle, #15736377	

MULTNOMAH COUNTY  
SHERIFF'S OFFICE  
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL  
LIST - 93-2

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
89-4909	Hawes .25 pistol, #90169	
89-4910	Hi-Standard .22 pistol, #1816150 Arminius 9 shot revolver, #120935	
89-4911	Raven .25 pistol, #1318318	
89-4921	Raven Arms .25 pistol, #1187489	
89-5468	Iver Johnson 410 gauge shotgun, #49288	
89-5508	Hawes .22 pistol, #54826	
89-6259	Taurus model 66, #5251040	
89-6479	Rossi .38 revolver, #101402	
89-6484	Amado .38 revolver, #207466	
89-6491	Jennings .22 pistol, #246090	
89-6516	Hi-Standard .22 revolver, #1955840	
89-6762	Marlin .22 rifle, #17336905	
89-6932	Davis .22 pistol, #133038	
89-7043	Daisy BB gun, #9A08095	
89-7047	Hi-Standard 20 gauge shotgun, #3100646	
89-7053	Glenfield .22 rifle, #19739505	
89-7165	Hi-Standard 2 shot Derringer, #1853721	
89-7269	Crossman pellet rifle, #265276	
89-7330	Jennings .22 pistol, #433236	
89-7946	World Arms .22 Derringer, #W2896 Pocket Knife	
89-8187	Coleman pellet pistol, #N88219175 Crossman pellet pistol, #789942	
89-8381	Hi-Standard .22 pistol, #G14220	
89-8410	S & W 9mm pistol, #A795307	
89-8410	Glenfield .22 rifle, #19421408	
89-8587	Raven Arms .25 pistol, #1114310 Marlin .22 rifle, #15253285	
89-8667	Iver Johnson .32 revolver, #27785	
89-9099	J.C. Higgins .22 revolver, #15342	
89-9135	Crossman pellet gun, #2802242669	
89-9283	Marlin .22 rifle, #23332500	
89-9372	Colt .357 revolver, #40825	
89-9499	Western Field 16 gauge shotgun .22 rifle, #20332218	
89-9525	Stevens .22 rifle, #D887927	
89-9553	Colt .38 revolver, #S13299	
89-10048	Noble 16 gauge shotgun	
89-10188	Winchester 30.30 rifle, #4434004	
89-10580	Stevens .22 rifle, #E750003	
89-10600	Jennings .22 pistol, #036288	

MULTNOMAH COUNTY  
SHERIFF'S OFFICE  
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL  
LIST - 93-2

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
89-10604	Browning pistol, #655PT08470 Smith & Wesson .38, #619648 Smith & Wesson .38, #958740	
89-10714	Jennings .22 pistol, #311931 H & S .22 revolver, #321794 American .32 revolver H & R .22 revolver, #72051 Colt .38 revolver	
89-10784	Remington .22 rifle Savage Arms 300 rifle, #596674 Ruger semi-auto pistol Winchester 12 gauge shotgun, #199552A Winchester 30.30 rifle, #2915971 Western Field 12 gauge shotgun, #D07458	
89-10858	Wacker Intn. .22 pistol, #501039 Great Western Arms .38 pistol, #3120	
89-10961	Hi-Standard .22 pistol, #528716	
89-10980	Burgo .22 revolver, #109046	
89-11619	Marksman pellet gun, #9104177	
89-11884	Ruger .22 rifle, #128-92455	
89-11959	J.C. Higgins .22 revolver, #579765 S & W .32 pistol, #111509 Sterling .22 pistol, #A19705	
89-12149	Medalist .22 BB gun, #788241156	
89-12241	Jennings .22 pistol, #586711	
90-708	Beretta .22 handgun, #BER02645T	
90-2207	Raven .25 pistol, #1185224	
90-2335	Colt .25 pistol, #95691	
90-2479	J.C. Higgins 12 gauge shotgun	
90-3069	Jennings .22 handgun, #62206	
90-3112	Kurz 9mm pistol, #M13169	
90-3195	Jennings .22 handgun, #408835 H & R revolver, #AU112323	
90-3440	AMT .22 pistol, #M02876 S & W .22 pistol, #TCK8930 Ruger .223 rifle, #183-32761 Ithaca 12 gauge shotgun, #140478 Browning .22 rifle, #04553PN146 Heckler & Koch 9mm pistol, #88320	
90-3526	Savage 20 gauge shotgun, #E357083	
90-3846	Taurus 9mm pistol, #TIB71044	
90-4622	S & W .357 handgun, #F2689364	
90-5497	Pellet gun partially assembled	

MULTNOMAH COUNTY  
SHERIFF'S OFFICE  
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL  
LIST - 93-2

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
90-5561	Colt .38 revolver, #312027	
90-5910	Raven .25 pistol, #1012987	
90-6183	Raven Arms .25 pistol, #823228	
90-7107	Rossi .38 pistol	
90-7713	Taurus .38 revolver, #1E86641	
	Hi-Standard .22 pistol, #2277737	
	Remington 5mm sawed-off shotgun, #1115944	
	Sterling .22 pistol, #A72227	
	Sturm Ruger .357 revolver, #158-59970	
	Walter 9mm pistol, #K005624	
	Merwin-Hulbert .32 pistol, #CPD450	
	Charter Arms .38 revolver, #470262	
	S & W .38 revolver, #981J20	
	Ruger .357 revolver, #170-27482	
	Charter Arms .357 revolver, #951509	
	Raven Arms .25 handgun, #1554972	
	S & W .38 revolver, #83952	
	Sterling .22 pistol, #A61685	
	Remington .22 rifle	
	Winchester 30.06 rifle w/scope #G262902	
90-7757	Raven .25 handgun, #1683618	
90-8412	Beretta .380 frame and slide, #L31469	
90-10387	Eastfield 12 gauge shotgun, #B87163	
90-10966	Remington model 20 rifle, #2927	
90-10979	Jennings .22 pistol, #431036	
90-11453	Winchester 12 gauge shotgun	
90-11545	M-1 carbine 30mm rifle, #109154	
90-12012	Pellet gun pistol, #589527418	
90-12295	Marksman BB gun, #7E090482	
91-96	Winchester 30.30 rifle, #3797924	
91-233	American .32 revolver	
91-926	Raven Arms .25 pistol, #1007253	
91-1537	Raven Arms .25 handgun, #466385	
	Folding knife	
91-2823	BB rifle, #589212863	
91-3224	Vanguard starter pistol	
91-4038	H & R 20 gauge sawed-off shotgun	
91-4426	Walter 9mm pistol, #238072	
91-4976	Hi-Standard .22 pistol, #D57611	
91-5945	Raven Arms .25 handgun, #993861	
91-6068	Ruger .22 pistol, #211-97168	
91-6150	Colt .357 revolver, #81518	

MULTNOMAH COUNTY  
SHERIFF'S OFFICE  
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL  
LIST - 93-2

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
91-6681	H & R .38 revolver, #AN103087	
	R.G. .22 pistol, #Z002298	
91-8124	Derringer .38 handgun, #023722	
91-8215	Champion 410 gauge shotgun	
91-8275	Dan Wesson .357 handgun, #339402	
91-8801	American .22 derringer, #2142	
91-10825	Titan .25 handgun, #D810932	
	Homemade pipe gun	
	Inter-Arms .38 revolver, #D792041	
	Horkins-Allen .32 pistol, #D18968T	
	Hawes .22 revolver, #15625/2	
	CDM Produce Inc. .22 revolver, #187847	
	H & R .38 revolver, #68	
	S & W .38 revolver, #D732079	
	Taurus .38 revolver, #RH802559	
	Colt .38 revolver, #8976	
	Mossberg rifle	
	Browning 16 gauge shotgun, #X38463	
	Wards 20 gauge shotgun, #H822371	
	Winchester 12 gauge shotgun, #L2387337	
91-11080	Marksman BB gun, #9032653	
91-11445	LA Fury .25 handgun, #71422	
91-11798	Pellet gun, #N88533323	
89-11745	Rohm .38 pistol, #FF287293	
	Winchester 12 gauge shotgun, #L1502038	
	Ruger .44 revolver, #5019480	
90-781	Hi-Standard .22 revolver, #1100875	
92-2239	Charter Arms .38 pistol, #429321	
90-2652	Winchester 30.30 rifle, #4579254	
89-11870	Walter 9mm pistol, #A014293	
	Ruger .357 pistol, #170-00913	
92-3177	FB Radom, model 35 pistol, #K6713	
90-1306	Remington .22 rifle	
90-3170	Marlin, model 60 rifle, #12301536	
92-6584	Sterling .380 pistol, #B51088	
90-298	Colt .38 revolver, #509527	
90-176	Crossman pellet rifle, #028244695	
89-7592	Marlin .22 rifle, #12364488	
89-11328	Titan II .38 pistol, #EB16815	
89-11643	.22 pistol, #520621	
89-11612	Sterling .22 pistol, #A03848	
89-11397	S & W .38 revolver, #79324	
90-1275	Sawed-off shotgun, 9" barrel	
90-4749	S & W .38 revolver, # filed off	
90-343	Marlin .22 rifle, #15403157	
	Raven .25 pistol, #665184	

MULTNOMAH COUNTY  
SHERIFF'S OFFICE  
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL  
LIST - 93-2

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
92-4235	Crossman BB pistol, #589221940	
90-6099	Daisy BB gun, #6D50292	
90-2845	BB gun, #589533719	
90-3536	Ruger .357 revolver, #15274225	
	Derringer .22 pistol, #B16638	
90-2809	Interarms .38 pistol, #D434485	
90-3228	Jennings .22 pistol, #137758	
90-6396	Truline 12 gauge shotgun, no serial #	
90-7553	Taurus .38 revolver, #2063516	
90-6355	Llama .38 pistol, #A15185	
90-3579	Raven .25 pistol, #1418024	
90-7891	Beretta .25 pistol, #BE17555V	
	AMT .380 pistol, no serial #	
92-8332	S & W .38 revolver, #389508	
90-8093	Standard .38 revolver, #ST02852	
	Mauser .25 pistol, #245988	
90-6947	Colt .25 handgun, #76894CC	
	Winchester 30.30 rifle, #4573810	
	Arms .32 pistol, #C04990	
92-2088	Raven Arms .25 pistol, #1095387	
	Hi-Standard .22 pistol, #313442	
	Marlin .22 rifle, #10308263	
90-5608	Sturm Ruger .358 pistol, #159-30795	
	Beretta .380 pistol, #B20684Y	
92-8899	H & R .22 revolver, #AL65387	
90-6924	Four shot Derringer	
92-9429	Pathfinder .22 revolver, #648394	
92-9515	Marksmen BB gun, #91177027	
87-10430	Winchester .44 rifle, #899092	
91-779	Ruger pistol, #19-46231	
	H & R .22 rifle, #9896	
	Maverick 9mm pistol, #013054	
	Five shot Derringer	
	J.C. Higgins 12 gauge shot, no serial #	
90-9235	H & R .22 revolver, #AD74907	
92-5743	Remington 20 gauge shotgun, #S507443K	
92-7631	Firestar 9mm pistol, #1916138	
90-11323	Rossi .38 revolver, no serial #	
90-11014	Stoger .223 rifle, #AI171279	
	Remington .22 rifle, #2424549	
90-10990	Government .45 pistol, #C200235	
	Interarms .22 rifle, #G341510	

MULTNOMAH COUNTY  
SHERIFF'S OFFICE  
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL  
LIST - 93-2

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
90-8264	Raven .25 pistol, #1445570	
90-9566	Winchester 30.30 rifle, #4500127	
88-4671	Terrier .32 revolver, #011124	
90-6643	Ruger .357 pistol, #30-95442	
	Remington 300 mag rifle, #397921	
	Star 9mm pistol, #1368448	
	Browning .22 rifle, #03571PX126	
90-9696	AK-47 semi-auto rifle, #56S-1406838	
	Sturm-Ruger .22 pistol, #19-54968	
90-9262	Colt .25 pistol, #00117426	
	Colt .22 revolver, #G28662	
	Browning .22 pistol, #53327T5	
91-861	Daisy 59, .25 gun	
90-11950	Marksman pellet gun	
91-593	Black semi-auto BB gun	
88-10802	North American .22 pistol, #B56323	
88-10801	Raven .25 pistol, #463051	
91-1015	S & W .357 revolver, #2K14840	
88-11104	Savage .22 rifle, no serial #	
88-3447	Sears BB gun	
88-7853	Remington .22 rifle, #47	
79-24922	Ruger .357 revolver, #152-13863	
92-8016	Winchester .22 rifle, #403236A	
90-12293	Titan .25 pistol, #ED74743	
84-24359	Sturm Ruger .357 revolver, #158-78199	
90-6504	Ithica 12 gauge shotgun, #510036198	
92-1593	Excam .25 pistol, #MK14702	
92-5549	Colt .357 revolver, #963TL	
91-5817	Taurus 9mm pistol, #THD21612	
91-781	H & R .22 pistol, #AU152841	
90-11298	Browning 9mm pistol, #158051	
90-7968	Ruger pistol, #65-83247	
91-2971	Freedom Arms .22 pistol, no serial #	
77-20200	Colt .45 handgun, #01487G70	
90-10521	Marksman BB gun, #9037563	
90-10522	Marksman BB gun, #90656642	
91-212	Raven Arms .25 pistol, #1599006	
91-2022	Remington .22 rifle, no serial #	
	S & W .44 pistol, #N909817	

MEETING DATE: JUL 08 1993

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Correction Deed to Tax Collector.

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 MINUTES

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Larry Baxter TELEPHONE #: 248-3590

BLDG/ROOM #: 421/Second Floor

PERSON(S) MAKING PRESENTATION: Larry Baxter

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Request approval of a Correction Deed to the Multnomah County Tax Collector as requested by County Counsel.

CORRECTION DEED D930777, and Board Orders attached.

7/12/93 originals to Larry Baxter

1993 JUN 29 PM 12:14  
MULTNOMAH COUNTY  
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Robert Christensen Betty H. Willis

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
Correction Deed D930777 to Correct an )  
Historical Error in Title ) ORDER  
Precipitated by Tax Foreclosure ) 93-242

It appearing that heretofore, on October 18, 1991, Multnomah County acquired title to the property hereinafter described through foreclosure of liens for delinquent taxes: and it further appearing that said property was erroneously deeded to the County, and that it is for the best interest of the County to give a quitclaim deed to correct this error.

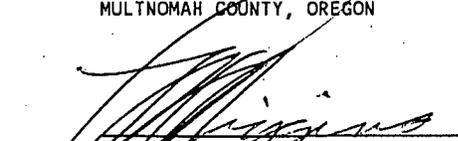
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a Quitclaim Deed to JANICE M. DRUIAN, DIRECTOR, DIVISION OF ASSESSMENT AND TAXATION, DEPARTMENT OF ENVIRONMENTAL SERVICES FOR MULTNOMAH COUNTY for the following described real property situated in the County of Multnomah, State of Oregon:

CENTRAL ALBINA  
LOT 13, BLOCK 19

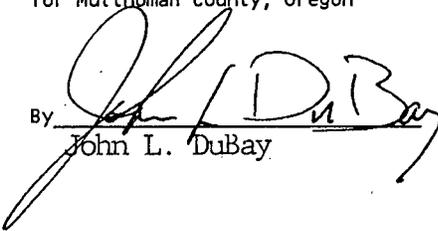
Dated at Portland, Oregon this 8th day of July, 1993



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Betty C. Miggins  
Acting Multnomah County Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
John L. DuBay

CORRECTION DEED

THIS DEED IS EXECUTED TO CORRECT DEED D930777 RECORDED MARCH 2, 1993 IN BOOK 2654, PAGE 3067, MULTNOMAH COUNTY DEED RECORDS.

DEED D930777

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to JANICE M. DRUIAN, DIRECTOR, DIVISION OF ASSESSMENT AND TAXATION, DEPARTMENT OF ENVIRONMENTAL SERVICES FOR MULTNOMAH COUNTY, STATE OF OREGON, Grantee the following described real property, situated in the County of Multnomah, State of Oregon:

CENTRAL ALBINA, LOT 13, BLOCK 19

The true and actual consideration paid for this transfer is not valued in monetary terms but is a consequence of Grantor's intent to correct an historical error in title to said property precipitated by tax foreclosure.

This instrument does not guarantee that any particular use may be made of the property described in this instrument. A buyer should check with the appropriate City or County Planning Department to verify approved uses.

Until a change is requested, all tax statements shall be sent to the following address:

610 SW ALDER ST, SECOND FLOOR, PORTLAND OREGON 97205

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 8<sup>th</sup> day of July, 1993 by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Henry C. Miggins*  
Henry C. Miggins  
Acting Multnomah County Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon.

DEED APPROVED:

F. Wayne George, Director  
Facilities and Property Management Division

By

*John L. DuBay*  
John L. DuBay

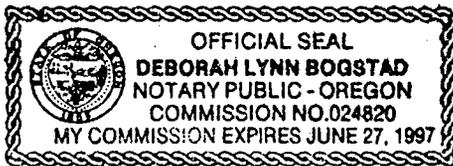
By

*F. Wayne George*

STATE OF OREGON            )  
                                  ) SS  
COUNTY OF MULTNOMAH    )

On this 8th day of July, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Henry C. Miggins, Acting Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first in this, my certificate, written.



*Deborah Lynn Bogstad*  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: 6/27/97

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date JUL 08 1993  
Agenda No. 153

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of Contract to Purchaser.

INFORMAL ONLY\* \_\_\_\_\_ FORMAL ONLY \_\_\_\_\_

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

\*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

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

INFORMATION ONLY  PRELIMINARY APPROVAL  POLICY DIRECTION  APPROVAL

Request approval of contract to highest bidder at public sale held June 11, 1993 as per Board Order 93-124

Contract #15757 and Order attached.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

7/12/93 originals to  
Larry Baxter

FISCAL/BUDGETARY

General Fund

Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: *BH Wellian*

BUDGET/PERSONNEL: \_\_\_\_\_

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) \_\_\_\_\_

OTHER: Facilities & Property Management *Robert Oberst*

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

CLERK OF  
COUNTY COMMISSIONERS  
1993 JUN 29 PM 12:13  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15757 )  
for the Sale of Certain Real Property ) ORDER  
to )  
RAYMOND TINDELL ) 93-243

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from RAYMOND TINDELL a bid for the sum of \$96,050.00, which said sum was the highest and best bid for said property; said bidder offering to pay not less than \$9,605.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 7 percent per annum; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

It further appearing that the said bidder has surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a contract containing the terms and conditions of said sale should be entered into by Multnomah County;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with RAYMOND TINDELL for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

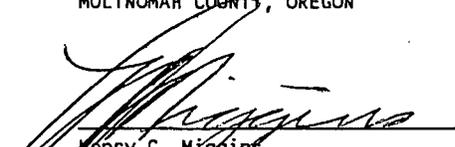
SAGINAW HEIGHTS  
LOT 12, BLOCK 17

for the sum of \$96,050.00, payable as follows: \$9,605.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$670.81 each, over a term of 240 months. Payments to include interest at the rate of 7 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the Purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

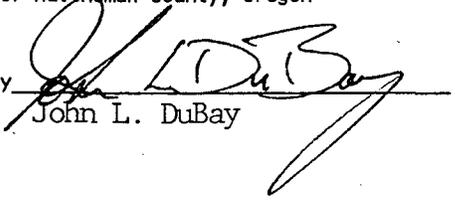
Dated at Portland, Oregon this 8th day of July, 1993



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Henry C. Miggins  
Acting County Chair

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
John L. DuBay

THIS AGREEMENT, made this 8th day of July, 1993 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and RAYMOND TINDELL hereinafter called Purchaser; the County agrees to sell to Purchaser the property hereinafter described for the price and on the terms and conditions set forth below:

SAGINAW HEIGHTS  
LOT 12, BLOCK 17

A. Purchase Price.

Purchaser agrees to pay the sum of \$96,050.00, to be paid \$9,605.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$670.81 over a term of 240 months. Payment to include interest at the rate of 7 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on July 15, 1993 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

1. In addition to payment of installments hereinabove provided, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the life of this agreement and to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.
2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchaser and shall not permit any waste or removal of all or part of the improvement.
3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
4. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.
5. Purchaser will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchaser or Purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchaser demonstrates to County's reasonable satisfaction that such Hazardous Material is necessary to Purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchaser shall give immediate notice to County. County may make proof of loss if Purchaser fails to do so within fifteen days of casualty.

#### C. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten days after it is due;
2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence.
3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchaser's property or properties; Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or Purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days.
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of his property.

D. Tax Notice

Until a change of address is requested, all tax statements shall be sent to the following address:

4842 SE 87TH AVE  
PORTLAND, OR 97266

E. Assignment

No assignment of this agreement or any interest therein or of any interest in any of the property herein described shall be valid unless it is approved by the County and filed with the County Clerk of Multnomah County. Terms of this agreement may be amended by the County upon assignment.

F. Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by good and sufficient deed of conveyance.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, Purchaser has set his hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By *Henry S. Higgins*  
Henry S. Higgins  
Meeting County Chair



*Raymond Tindell*  
RAYMOND TINDELL

By *F. Wayne George*  
F. Wayne George, Director  
Facilities and Property Management

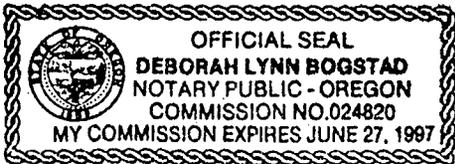
REVIEWED:

*Laurence Kressel*  
Laurence Kressel, County Counsel  
of Multnomah County, Oregon

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH    )

On this 8th day of July, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Henry C. Miggins, Acting Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/97

DATE SUBMITTED \_\_\_\_\_.

(For Clerk's Use)  
Meeting Date JUL 08 1993

Agenda No. C-4.

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: CANCELLATION OF DEFAULTED LAND SALE CONTRACT

Informal only\* \_\_\_\_\_ . Formal only \_\_\_\_\_ .

DEPARTMENT ENVIRONMENTAL SERVICES . DIVISION TAX TITLE UNIT .

CONTACT LARRY BAXTER . TELEPHONE 248-3590 .

\*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD LARRY BAXTER .

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

1. Request cancellation of Land Sales Contract #15606 to Robert Hales.
2. Purchaser has failed to make the monthly payments as required by contract and has failed to pay delinquent 1990/91, 1991/92, 1992/1993 real property taxes as required by the contract.
3. Notice of Default (see attached) was sent Certified and First Class on January 27, 1993 to Contract Purchaser and he has failed to cure the default.

[ ] INFORMATION ONLY [ ] PRELIMINARY APPROVAL [ ] POLICY DIRECTION [X] APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 MINUTES .

IMPACT:

PERSONNEL

[ ] FISCAL/BUDGETARY

[ ] General Fund

[X] Other Tax Title Fund .

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: [Signature]

BUDGET/PERSONNEL: \_\_\_\_\_ .

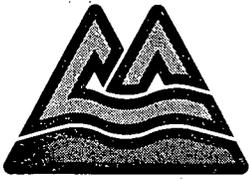
COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) \_\_\_\_\_ .

OTHER: FACILITIES MANAGEMENT [Signature] .  
(Purchasing, Facilities Management, etc)

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

7/12/93 originals to Larry Baxter

DEPT OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY OREGON  
1993 JUN 29 PM 12:13



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT  
TAX TITLE UNIT  
2505 S.E. 11TH AVENUE  
PORTLAND, OREGON 97202  
(503) 248-3590

GLADYS McCOY  
MULTNOMAH COUNTY CHAIR

## NOTICE OF DEFAULT

JANUARY 27, 1993

ROBERT HALES  
8945 N BAYARD AVE  
PORTLAND, OR 97217

YOU ARE HEREBY NOTIFIED THAT YOU ARE IN **DEFAULT** UNDER CONTRACT #15606 RECORDED ON July 1, 1991, BOOK 2430, PAGE 603 BETWEEN MULTNOMAH COUNTY AND ROBERT HALES FOR THE PROPERTY LEGALLY DESCRIBED AS:

PENINSULAR ADD #2 LOTS 31-35, BLOCK 21 (65522-3710) commonly known as 8945 N BAYARD AVE.

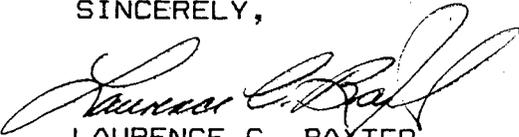
THE NATURE OF THE **DEFAULT** IS THAT YOU HAVE FAILED TO MAKE MONTHLY PAYMENTS OF \$169.27 EACH FOR 10 MONTHS FOR A TOTAL OF \$1,692.70 AND THAT YOU HAVE FAILED TO PAY 1990/91, 1991/92 REAL PROPERTY TAXES IN THE AMOUNT OF \$1,219.81 PLUS INTEREST.

IN ORDER TO CURE THE **DEFAULT** YOU MUST PAY ALL PAYMENTS INCLUDING INTEREST DUE UNDER THE CONTRACT AS OF THE DATE OF THE PAYMENT.

PAYMENT TO CURE THE DEFAULT MUST BE MADE DIRECTLY TO THIS OFFICE AND MUST BE IN CASH.

**IF THE DEFAULT IS NOT CURED BEFORE March 31, 1993, THIS CONTRACT WILL BE CANCELLED, AND EVERY RIGHT, OR INTEREST OF ANY PERSON IN THE PROPERTY WILL BE FORFEITED FOREVER TO THE COUNTY.**

SINCERELY,

  
LAURENCE C. BAXTER  
MANAGER, TAX/TITLE UNIT

CC:

CERTIFIED P 794 840 137

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Cancellation of )  
Land Sale Contract 15606 )  
between Multnomah County, Oregon and ) ORDER TO CANCEL CONTRACT  
ROBERT HALES ) 93-244  
upon Default of Payments and Performance )  
of Covenants )

Upon advice of the Tax Title Unit of Multnomah County that the contract purchaser, ROBERT HALES, by contract dated June 26, 1991, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

PENINSULAR ADD #2 LOTS 31-35, BLOCK 21

pursuant to authority of ORS 275.180, and that said purchaser is now in default of the terms of said contract in that purchaser failed to make monthly payments of \$169.27 since April 15, 1992 for a total of \$2,539.05 and that purchaser failed and neglected to pay before delinquency taxes for the years 1990/91, 1991/92, 1992/93 in the amount of \$2,199.22 plus interest which were lawfully assessed and levied against said property.

It appearing to the Board that ORS 275.220 provides that upon such default or breach of said contract, the Board may cancel said contract:

NOW, THEREFORE, it is hereby ORDERED that the subject contract be and is declared CANCELLED.

IT IS HEREBY FURTHER ORDERED that the Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240.

IT IS HEREBY FURTHER ORDERED that the MULTNOMAH COUNTY SHERIFF serve a certified copy of this order, as a summons is served, upon ROBERT HALES at 8945 N BAYARD AVE PORTLAND, OR 97217 and a return of service be made upon such copy of the order.

Dated this 8th day of July, 1993.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Henry C. Higgins*  
Henry C. Higgins  
Acting County Chair

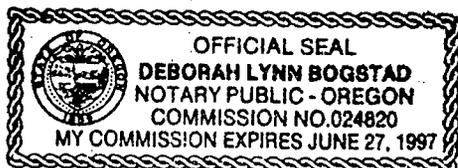
REVIEWED: 7/7/93  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By *John L. DuBay*  
John L. DuBay

STATE OF OREGON            )  
                                  ) ss  
COUNTY OF MULTNOMAH    )

On this 8th day of July, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Henry C. Miggins, Acting Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/97

#1

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 7/8/93

**NAME** TOM STEINMAN

**ADDRESS** 55 SW 19th

**STREET** Portland

**CITY** \_\_\_\_\_ **ZIP CODE** \_\_\_\_\_

**I WISH TO SPEAK ON AGENDA ITEM #** R-1

**SUPPORT**  **OPPOSE** \_\_\_\_\_

**SUBMIT TO BOARD CLERK**





#4

**PLEASE PRINT LEGIBLY!**

MEETING DATE 7/8/93

NAME DOUG ROWLAND

ADDRESS 20022 SW 71ST

STREET TUALATIN, OR

CITY 97062 ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-1

SUPPORT \_\_\_\_\_ OPPOSE \_\_\_\_\_

**SUBMIT TO BOARD CLERK**

#5

PLEASE PRINT LEGIBLY!

MEETING DATE 7/8/93

NAME VERNON HILT

ADDRESS 19920 SE TILKSTROM

STREET  
BORING OR 97009  
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-1

SUPPORT \_\_\_\_\_ OPPOSE X  
SUBMIT TO BOARD CLERK

#6

PLEASE PRINT LEGIBLY!

MEETING DATE 7-8-93

NAME DONALD C LEWIS

ADDRESS 18685 S. GRASLE RD

STREET

OREGON CITY ORE 97045

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-1

SUPPORT X OPPOSE \_\_\_\_\_  
SUBMIT TO BOARD CLERK

#7

**PLEASE PRINT LEGIBLY!**

MEETING DATE 7/8/93

NAME Ron Heintzman

ADDRESS 1801 NE Couch

**STREET**  
Portland

97232

**CITY** **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R-1

SUPPORT \_\_\_\_\_ OPPOSE X

**SUBMIT TO BOARD CLERK**

#8

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 7-8-93

**NAME** RANDY LAUER

**ADDRESS** 1240 SE 12<sup>th</sup>

**STREET**  
PORTLAND

**CITY** 97215

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** Eng R-1

**SUPPORT** \_\_\_\_\_ **OPPOSE** \_\_\_\_\_

**SUBMIT TO BOARD CLERK**

#9

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 7-8-93

**NAME** TERRY MARSH

**ADDRESS** 1240 SE 12<sup>th</sup>

**STREET**

PONTRAND

**CITY**

97215

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** Emms R-1

**SUPPORT** \_\_\_\_\_ **OPPOSE** \_\_\_\_\_

**SUBMIT TO BOARD CLERK**

#10

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 7-8-93

**NAME** BOB YOESLE

**ADDRESS** \_\_\_\_\_  
**STREET**

\_\_\_\_\_  
**CITY** **ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** Emg R-1

**SUPPORT** \_\_\_\_\_ **OPPOSE** \_\_\_\_\_  
**SUBMIT TO BOARD CLERK**

#11

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 7/8/93

**NAME** Randy Leonard

**ADDRESS** 10812 NE BEECH  
**STREET**

PORT. 97220  
**CITY** **ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** R-1

**SUPPORT** X **OPPOSE** \_\_\_\_\_  
**SUBMIT TO BOARD CLERK**

#12

**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

7-8-93

**NAME**

Mark McCullough

**ADDRESS**

4120 SW 102<sup>nd</sup>

**STREET**

Beaverton, OR 97007

**CITY**

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

R-1

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**

#13

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 7-8-93

**NAME** David Landstrom

**ADDRESS** 2034 SE 152<sup>nd</sup> Ave

**STREET**

Portland

**CITY**

97233

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** R-1

**SUPPORT** \_\_\_\_\_

**OPPOSE**

**SUBMIT TO BOARD CLERK**

#14

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 7-8-93

**NAME** Henry Annex

**ADDRESS** 540 NE 151<sup>st</sup> AVE

**STREET**

Portland **CITY** OR 97250

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** R-1

**SUPPORT** \_\_\_\_\_ **OPPOSE** X

**SUBMIT TO BOARD CLERK**

#15

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 7-8-93

**NAME** Ingrid Thorsquist

**ADDRESS** 205 65 SW T-U Hwy #176

**STREET**  
Aloha, OR 97006

**CITY** Aloha **ZIP CODE** 97006

**I WISH TO SPEAK ON AGENDA ITEM #** R-1

**SUPPORT** \_\_\_\_\_ **OPPOSE**

**SUBMIT TO BOARD CLERK**

#16

**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

7/8/93

**NAME**

GARY McLEAN

**ADDRESS**

P.O. Box 1183

**STREET**

SANDY, OR

97050

**CITY**

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

R-1

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**

#7

PLEASE PRINT LEGIBLY!

MEETING DATE 7-8-93

NAME Michael Christie

ADDRESS 38335 Heia Ct

STREET

Sandy, OREGON 97055

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-1

SUPPORT \_\_\_\_\_ OPPOSE X

SUBMIT TO BOARD CLERK

#18

PLEASE PRINT LEGIBLY!

MEETING DATE

7/8/93

NAME

Randy Florea

ADDRESS

5265 SW Greenwood Pl

STREET

Tadatum

97062

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-1

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

#19

**PLEASE PRINT LEGIBLY!**

MEETING DATE

7/8/93

NAME

Philip LOVING

ADDRESS

724 W 21 st.

STREET

McMinnville

97128

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-1

SUPPORT

Fire

OPPOSE

SUBMIT TO BOARD CLERK

#20

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 7-8-93

**NAME** GORDON JOHNSTON

**ADDRESS** ARBOR LODGE NEIGHBOR  
**STREET** HOOD ASSN

**CITY**

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** R-1

**SUPPORT** X **OPPOSE** \_\_\_\_\_  
**SUBMIT TO BOARD CLERK**

#21

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 07/08/93

**NAME** Beth Murphy

**ADDRESS** 18006 SE Mill St.

**STREET** Gresham 97233

**CITY** R-1 **ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** Single Provider ambulance

**SUPPORT** \_\_\_\_\_ **OPPOSE** \_\_\_\_\_  
**SUBMIT TO BOARD CLERK**

#22

**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

7.08.93

**NAME**

Mark Drake

**ADDRESS**

1877 NE 74th Av.

**STREET**

Portland

97212

**CITY**

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

R-1

**SUPPORT**

X

**OPPOSE**

**SUBMIT TO BOARD CLERK**

#23

**PLEASE PRINT LEGIBLY!**

MEETING DATE 7/8/93

NAME Chris Thomas

ADDRESS 2000 SW First, Suite 400

**STREET**

Portland

97201

**CITY**

**ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R-1

SUPPORT X OPPOSE \_\_\_\_\_  
SUBMIT TO BOARD CLERK

#24

PLEASE PRINT LEGIBLY!

MEETING DATE 7/8/93

NAME MARY ANN MORRISON

ADDRESS \_\_\_\_\_  
STREET

CITY \_\_\_\_\_ ZIP CODE \_\_\_\_\_

I WISH TO SPEAK ON AGENDA ITEM # EMS R-1

SUPPORT \_\_\_\_\_ OPPOSE PROPOSAL  
SUBMIT TO BOARD CLERK

#25

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 7-8-93

**NAME** Lynn Bonner

**ADDRESS** Kaiser Permanente  
**STREET**

2701 NW Vaughn  
**CITY** Portland OR **ZIP CODE** 97210

**I WISH TO SPEAK ON AGENDA ITEM #** 12-1

**SUPPORT** Neutral **OPPOSE** \_\_\_\_\_  
**SUBMIT TO BOARD CLERK**

#26

**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

7/8/93

**NAME**

KYLE GORMAN

**ADDRESS**

CLACKAMAS FIRE DIST. #1  
**STREET**

**CITY**

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

2-1

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**

#27

**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

7/8/93

**NAME**

David Fuller

**ADDRESS**

24121 NE Holladay

**STREET**

Troutdale

**CITY**

97060

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

R-1

**SUPPORT**

**OPPOSE**

X

**SUBMIT TO BOARD CLERK**

#28

**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

7/8/93

**NAME**

Tyler WALTERS

**ADDRESS**

2424 SW Richardson St.

**STREET**

Portland, OR 97201

**CITY**

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

R-1

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**

#29

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 7/8/93

**NAME** Kevin Shanders

**ADDRESS** 19539 SW Lisa Ct

**STREET**  
Aloha OR 97006

**CITY** **ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** R-1

**SUPPORT**  **OPPOSE**

**SUBMIT TO BOARD CLERK**

**PLEASE PRINT LEGIBLY!**MEETING DATE 7-8-93NAME Greg KellerADDRESS 1525 Sw Pendleton St

STREET

Portland OR 97201

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-1SUPPORT X

OPPOSE \_\_\_\_\_

SUBMIT TO BOARD CLERK



#32

**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

7/8/93

**NAME**

John Praggastis

**ADDRESS**

225 SE 44th Ave

**STREET**

PDX

**CITY**

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** \_\_\_\_\_

**SUPPORT** \_\_\_\_\_

**OPPOSE**

**SUBMIT TO BOARD CLERK**



#34

PLEASE PRINT LEGIBLY!

MEETING DATE 7/8/93

NAME DARRELL KNOTT

ADDRESS 50801 SE MARMOT RD

STREET

Sandy, OR 97055

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-1

SUPPORT ✓ OPPOSE \_\_\_\_\_

SUBMIT TO BOARD CLERK



#36

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 7-8-93

**NAME** JOHN MOORHEAD MD

**ADDRESS** 4138 S.W. HAMILTON Ter

**STREET**  
Portland OR 97201  
**CITY** **ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** R-1

**SUPPORT** ✓ **OPPOSE** \_\_\_\_\_  
**SUBMIT TO BOARD CLERK**

#37

**PLEASE PRINT LEGIBLY!**

*Jeff Lawrence*  
MEETING DATE 07/08/93

NAME Preston Lawn Farm

ADDRESS \_\_\_\_\_

STREET

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # AmboLark

SUPPORT \_\_\_\_\_ OPPOSE \_\_\_\_\_

SUBMIT TO BOARD CLERK

#38

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 07/08/93

**NAME** Junita Kowale

**ADDRESS** 3419 ~~24~~ Community Amb  
SW MOODY

**STREET**  
Port

**City** Gre. **ZIP CODE** 9721

**I WISH TO SPEAK ON AGENDA ITEM #** Ambulance

**SUPPORT** \_\_\_\_\_ **OPPOSE** \_\_\_\_\_

**SUBMIT TO BOARD CLERK**



the USA

no came back but  
boundaries

#40

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 7-8-93

**NAME** JEAN M'SHERRY

**ADDRESS** 10600 S.E. IDLEMAN  
**STREET**

PORTLAND 97266  
**CITY** **ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** \_\_\_\_\_

**SUPPORT** Single Provider **OPPOSE** Tiered System  
**SUBMIT TO BOARD CLERK**

JUL 08 1993

MEETING DATE: \_\_\_\_\_

AGENDA NO: R-1

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Emergency Medical Services Ambulance Service Area Plan

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: July 8, 1993

Amount of Time Needed: 15 Minutes

DEPARTMENT: Health DIVISION: Regulatory Health

CONTACT: Bill Collins TELEPHONE #: 248-3220

BLDG/ROOM #: 160/9th Floor

PERSON(S) MAKING PRESENTATION: Bill Collins

**ACTION REQUESTED:**

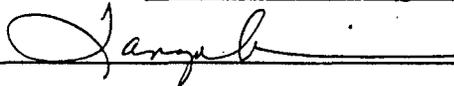
INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

First reading of an ordinance to adopt an Ambulance Service Area (ASA) Plan for Multnomah County.

The Ambulance Service Area Plan establishes a system to provide efficient and effective ambulance services in the County.

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: 

OR

DEPARTMENT MANAGER: \_\_\_\_\_

MULTNOMAH COUNTY  
1993 JUN 30 PM 12:51  
CLERK OF COUNTY

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

Orig

ORDINANCE FACT SHEET

Ordinance Title: Adoption of Ambulance Service Area Plan

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

Pursuant to Oregon Administrative Rules 333-28-095 through 333-28-130, each county must have an Ambulance Service Area Plan in effect and filed with the State of Oregon.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

All other counties in the state have in place or are in the process of doing an Ambulance Service Area Plan.

What has been the experience in other areas with this type of legislation?

The Ambulance Service Area establishes a plan to provide efficient and effective provision of ambulance services in the county.

What is the fiscal impact, if any?

none

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Bill Collins (SM)

Planning & Budget Division (if fiscal impact): \_\_\_\_\_

Department Manager/Elected Official: Billi Olegard

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

An ordinance adopting an ambulance service plan for Multnomah County pursuant to ORS 823.180.

Multnomah County ordains as follows:

Section I. Findings.

1. ORS 823.180 requires that the County develop a plan relating to the coordination of ambulance services within the County.

2. In conformance with ORS 823.180, the Board of County Commissioners has consulted with and sought advice from interested persons, cities, and districts with regard to ambulance service planning.

3. The Board of County Commissioners has considered all proposals for providing ambulance services that have been submitted for consideration, and has considered existing boundaries of cities and rural fire protection districts in establishing the ambulance service area under the plan.

4. The Board of County Commissioners heard presentations of proposed ambulance service area plans on June 23, 1993; conducted

06/30/93:1

1 work sessions on June 29, 1993, June 30, 1993 and July 6, 1993 to  
2 consider plan elements; and held a public hearing on July 1, 1993  
3 to hear public testimony on submitted plans and plan elements.

4 5. After extensive discussion and consideration of various  
5 policy options, the Board of County Commissioners has determined  
6 that the ambulance service plan attached hereto as Exhibit A best  
7 serves the public interest.

8 6. The ambulance service plan attached hereto as Exhibit A  
9 meets the criteria set forth in OAR 333-28-100 thru 333-28-130  
10 (Oregon State Health Division Administrative Rules).

11 7. The Board of County Commissioners recognizes that  
12 amendments to the current EMS Code, or other actions, will be  
13 necessary to fully implement the plan adopted by this ordinance.

14  
15 Section II. Adoption of Plan.

16 The Ambulance Service Plan attached hereto as Exhibit A is  
17 adopted. The Director of Emergency Medical Services shall promptly  
18  
19  
20  
21  
22  
23  
24  
25

26 06/30/93:1  
27  
28

1 submit the adopted plan to the State Health Division as required by  
2 ORS 823.180.

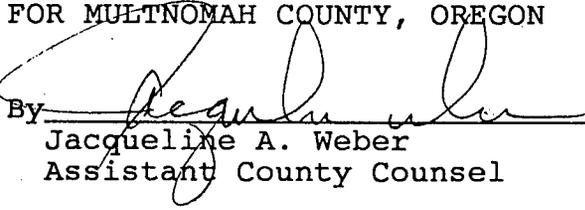
3  
4  
5 ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

6  
7 (SEAL)

8  
9 By \_\_\_\_\_  
H. C. Miggins, Chair  
Multnomah County, Oregon

10 REVIEWED:

11 LAURENCE KRESSEL, COUNTY COUNSEL  
12 FOR MULTNOMAH COUNTY, OREGON

13 By  \_\_\_\_\_  
14 Jacqueline A. Weber  
Assistant County Counsel

15  
16  
17 D:\WPDATA\SEVEN\819JAW.ORD\mw

18  
19  
20  
21  
22  
23  
24  
25  
26 06/30/93:1  
27  
28

**ATTACHMENT A  
TO MULTNOMAH COUNTY ORDINANCE  
NO. \_\_\_\_\_**

**MULTNOMAH COUNTY, OREGON  
AMBULANCE SERVICE PLAN**

**JULY, 1993**

**MULTNOMAH COUNTY, OREGON  
AMBULANCE SERVICE PLAN  
CONTENTS**

**SUMMARY**

**CERTIFICATION BY THE GOVERNING BODY OF THE COUNTY  
AMBULANCE SERVICE PLAN**

**OVERVIEW OF COUNTY**

GEOGRAPHY

POPULATION

EMERGENCY MEDICAL RESOURCES

**DEFINITIONS**

**AMBULANCE SERVICE AREA BOUNDARIES**

ASA DESCRIPTION

ALTERNATIVES CONSIDERED TO REDUCE RESPONSE  
TIMES

RURAL CONSIDERATIONS

PREVENTION

**SYSTEM ELEMENTS**

RESPONSE TIMES

DISPATCH (NOTIFICATION)

STANDARDS

LEVEL OF CARE  
(EMS PROVIDER RESPONSE)

PERSONNEL (STAFFING)

FIRST RESPONSE

AMBULANCE

MEDICAL SUPERVISION

EMS MEDICAL DIRECTOR  
ON-LINE MEDICAL CONTROL  
PATIENT CARE EQUIPMENT  
FIRST RESPONDERS  
AMBULANCES  
VEHICLES  
FIRST RESPONDERS  
AMBULANCES  
TRAINING AND EDUCATION  
TECHNICIANS  
CONTINUING EDUCATION  
QUALITY ASSURANCE  
STRUCTURE  
PROCESS AND PROBLEM RESOLUTION  
SANCTIONS

**ADMINISTRATION AND COORDINATION**

PLANNING AND ADMINISTRATION  
RATE REGULATION  
COMPLAINTS  
MUTUAL AID AGREEMENTS  
ROUTINE EMS SERVICE  
UNUSUAL CIRCUMSTANCES  
DISASTER RESPONSE  
MASS CASUALTY INCIDENTS  
DISASTERS  
SPECIAL PERSONNEL AND EQUIPMENT

HAZARDOUS MATERIALS  
SEARCH AND RESCUE  
SPECIAL EMERGENCY RESPONSE TEAM (SERT)  
SPECIALIZED RESCUE AND EXTRICATION  
EMERGENCY COMMUNICATIONS AND SYSTEM ACCESS  
TELEPHONE  
DISPATCH  
RADIO COMMUNICATIONS  
RECEIVING HOSPITAL AVAILABILITY  
EMERGENCY MEDICAL SERVICES DISPATCHER  
TRAINING

**WORKFORCE ISSUES**

STABILITY  
DIVERSITY  
LABOR RELATIONS  
ATTRITION  
PREFERENCE

**PROVIDER SELECTION AND EVALUATION**

INITIAL ASSIGNMENT  
REASSIGNMENT  
APPLICATION FOR AN ASA  
NOTIFICATION OF VACATING AN ASA  
MAINTENANCE OF LEVEL OF SERVICE  
CONTRACT EVALUATION

**COUNTY ORDINANCE TO ADOPT THE AMBULANCE SERVICE PLAN**

## AMBULANCE SERVICE PLAN

### SUMMARY

The Multnomah County Board of Commissioners, based on the findings, conclusions, system design options, and recommendations from participants in the ambulance service planning effort, have approved the following plan:

1. Multnomah County will comprise a single Ambulance Service Area.
2. First response to 9-1-1 medical calls will be provided by fire districts with a minimum staffing goal of defibrillator trained EMT-Basic personnel.
3. Ground ambulance transport for 9-1-1 emergency calls will be by fire EMT-Paramedic units (fire medic units) for critical patients and by private, contracted emergency ambulances for non-critical emergency patients.
4. All other ambulance service will be provided by private, non-emergency ambulances.
5. Air ambulance services will be provided by private helicopter and airplane providers.
6. Fire medic ambulances will be staffed by two EMT- Paramedics. Private, contracted ambulances will be staffed by one EMT-Paramedic and one EMT-Basic.
7. Dispatch for all 9-1-1 calls and ambulance move-ups will be provided by the City of Portland, Bureau of Emergency Communications (BOEC).
8. Primary radio communications will be on the 800Mhz system. Mobile Data Terminals (MDT) will be used for dispatch and communications with the BOEC dispatch computer.
9. Medical direction and supervision will be provided by an EMS Medical Director employed by the county.
10. The EMS Program Office in the Health Department will administer the ASA and the EMS system in Multnomah County.
11. EMS will maintain a pre-hospital patient care, dispatch, and hospital disposition data base for the use in monitoring performance.
12. The EMS system will use the Continuous Quality Improvement process to ensure quality and improvement of patient care.
13. The cost of transport by fire services and private ambulances, the EMS Medical Director, and EMS Program Office will be financed by fees charged to people receiving care through the 9-1-1 medical response system.
14. Multnomah County will work with other jurisdictions to move toward a regional approach to EMS.

**CERTIFICATION  
OF THE  
MULTNOMAH COUNTY  
AMBULANCE SERVICE PLAN**

The undersigned certify that pursuant to Oregon Administrative Rules 333-28-095 through 333-28-130 that:

Each ambulance service plan element contained in these rules has been addressed and considered in the adoption of this plan by the Board of County Commissioners and,

In the Board's judgment, the ambulance service area established in the plan provides for the efficient and effective provision of ambulance services and,

To the extent they are applicable, the County has complied with ORS 823.180(2)(3) and 823.310 and existing local ordinances and rules.

Dated at Multnomah County,-----.

Hank Miggins  
Chair, County Board of Commissioners

Approved:

Laurence Kressel  
County Counsel

## OVERVIEW OF MULTNOMAH COUNTY

### GEOGRAPHY

Multnomah County is the most densely populated county in Oregon. It is a predominately urban area with approximately 97% of the population residing within the urban growth boundary established by METRO. The County extends from the junction of the Willamette and Columbia Rivers on the west to the foothills of the Cascade Mountains on the east. The County covers 465 square miles.

Because of the hills in various areas of the county snow and ice can cause problems with emergency response.

The large park, forest, and watershed areas in the county may be a barrier to access by emergency vehicles and special rescue resources may be needed. While these areas are hard to reach, fortunately there are few calls for service in these areas.

### POPULATION.

1990 Census data shows the following populations:

Jurisdiction	Population	Per cent of county population
City of Portland	437,398	74.9
City of Gresham	68,235	11.7
City of Troutdale	7,852	1.3
City of Wood Village	2,814	0.5
City of Fairview	2,391	0.4
City of Maywood Park	794	0.1
Unincorporated Areas ( by subtraction)	64,403	11.0
Total County	583,887	100.0

In addition to the population living in Multnomah County, a large influx of people occurs during the working day increasing the population by up to 25%

## EMERGENCY MEDICAL RESOURCES

There are a number of organizations within Multnomah County currently providing emergency medical services.

Fire Departments are the first response providers for the entire county. They respond on essentially all of the 9-1-1 medical calls. There are three (3) fire departments that provide both BLS and ALS first response. There are five (5) fire departments that provide service at the BLS level only.

Four ambulance companies provide response for 9-1-1 emergency calls and provide non-emergency services as well. A fifth company provides non-emergency ambulance service only. All ambulances are licensed by Multnomah County EMS.

All hospitals, with the exception of one, provide emergency services and serve as receiving hospitals for the emergency ambulance services. There are two level-one trauma hospitals in the County. In addition, some patients are transported to hospitals in Washington County, Clackamas County, and Southwest Washington.

There is one air ambulance service serving the County, providing both emergency scene response and inter-facility transport.

## DEFINITIONS

Definitions in italic are those found in OAR 333-28-100

"Advanced Life Support" (ALS) means those medical services that may be provided within the scope of practice of a person certified as an EMT-Paramedic as defined in ORS Chapter 823.

*"Ambulance" means any privately or publicly owned motor vehicle, aircraft, or water craft that is regularly provided or offered to be provided for the emergency transportation of persons suffering from illness, injury, or disability.*

*"Ambulance services" means the transportation of an ill, injured, or disabled individual in an ambulance and, in connection therewith, the administration of prehospital medical or emergency care, if necessary.*

*"Ambulance Service Area" (ASA) means a geographic area which is served by one ambulance service provider and may include all or a portion of county, or all or portions of two or more contiguous counties.*

*"Ambulance Service Plan" means a written document which outlines a process for establishing a county emergency medical services system. A plan addresses the need for and coordination of ambulance services by establishing ambulance service areas for the entire county and by meeting the other requirements of the rules. Approval of a plan will not depend upon whether it maintains an existing system of providers or changes the system. For example, a plan may substitute franchising for an open market system.*

"Basic Life Support" (BLS) means those medical services that may be provided within the scope of practice of a person certified as an EMT-Basic as defined in ORS Chapter 823.

"Bureau of Emergency Communications" (BOEC) means the Bureau within the City of Portland that maintains the 9-1-1 telephone answering system and the dispatch service for police and EMS for the County.

"CHORAL" means the on-line computer link among all of the receiving hospitals within Multnomah County that provides information on the status of those hospitals for receiving ambulance transports.

"County" means Multnomah County, Oregon.

*"Division" means the Oregon Health Division, Department of Human Resources.*

*"Effective provision of ambulance services" means ambulance services provided in compliance with the county ambulance service plan provisions for boundaries, coordination, and system elements.*

*"Efficient provision of ambulance services" means effective ambulance services provided in compliance with the county ambulance service plan provisions for provider selection.*

"Emergency Medical Dispatcher" (EMD) means a person who is certified by the Board on Public Safety Standards and Training as defined in ORS 401.735.

"Emergency" means a non-hospital occurrence or situation involving illness, injury, or disability requiring immediate medical services, wherein delay of such services is likely to aggravate the condition and endanger personal health or safety.

*"Emergency Medical Services" (EMS) means those prehospital functions and services whose purpose is to prepare for and respond to medical emergencies, including rescue and ambulance services, patient care, communications, and evaluation.*

"Emergency Medical Services Medical Director" (EMSMD) means a physician employed by the County to provide medical direction to the EMS system and medical supervision to EMTs providing emergency services within the County.

"EMS Program Office" means that organizational division within the County Health Department responsible for the administration of the EMS system in the County.

"Emergency Medical Technician" (EMT) means a person certified at one of the levels of practice defined in ORS Chapter 823.

"Fire Medic Ambulance" means an ambulance, operated by a fire service, licensed for ALS service, that responds to emergency medical calls.

"First Responder" means an organization that provides fast response to emergency medical calls by EMTs prior to the arrival of an ambulance. These organizations are fire departments throughout the County.

"HEAR" means the radio frequency used for ambulance to hospital and hospital to hospital radio communications.

"Medical Advisory Board" means the advisory committee appointed by the Multnomah County Board of Commissioners as defined in Multnomah County Code.

"MCC 6.32" means the current Multnomah County Code cited as the Multnomah County Emergency Medical Services Code.

"Mass Casualty Incident" (MCI) means an emergency medical incident with a sufficient number of injured or ill persons to meet the requirements for scene and medical management as defined in the EMS Administrative Rules, MCI Plan.

"MED NET" means those radio frequencies used for EMS dispatch, on-line medical control, and MCI communications.

"Medical Resource Hospital" (MRH) means that hospital, contracted to EMS, to provide on-line medical advice and control to EMTs.

"Non-Emergency Ambulance" means an ambulance, licensed by the County, that provides routine transportation to patients who do not require emergency response. The level of care is dependent upon the patient's need.

*"Notification time" means the length of time between the initial receipt of the request for emergency medical service by either a provider or an emergency dispatch center (9-1-1), and the notification of all responding emergency medical service personnel.*

*"On-line Medical Advice (Control)" means medical direction and advice given to an EMT, by a physician, via radio or telephone as a supplement to the written patient care protocols.*

*"Private Emergency Ambulance" means an ambulance, operated by a private company, and licensed by the County to respond to emergency medical calls.*

*"Provider" means any public, private, or volunteer entity providing EMS.*

*"Provider selection process" means the process established by the county for selection of an ambulance service provider(s).*

*"Public Safety, Answering Point" (PSAP)/ 9-1-1 means the organization that answers calls for police, fire, and emergency medical assistance that are received from persons dialing 9-1-1. This service is provided by BOEC.*

*"Response time" means the length of time between the notification of each provider and the arrival of each provider's EMS unit(s) at the incident scene.*

## AMBULANCE SERVICE AREA BOUNDARIES

### DESCRIPTION.

All of Multnomah County comprises a single ambulance service area. There is concern that the portions of the county that are rural in nature and have a low population density cannot support the ground response time standard applicable for the urban areas. ~

The use of the Urban Growth Boundary, developed by METRO, as a demarcation between urban and rural ambulance response time zones in the County will provide for a more realistic application of response time standards. (Attachment A )

### ALTERNATIVES FOR RESPONSE TIME REDUCTION

#### RURAL CONSIDERATIONS

Because of the need to provide the most efficient and effective service to citizens within Multnomah County, certain areas of the County have already been deemed better served by agencies responding from outside the County. These areas are considered to be within the County ambulance service area and intergovernmental agreements specify the details of service for each of these areas. (Attachment B) The areas affected are:

The community of Dunthorpe

Portions of Multnomah County located in Lake Oswego.

The Skyline area in the Northwest portion of the County.

The area adjacent to Columbia County served by Highway 30.

In addition, Multnomah County EMS serves areas in other jurisdictions by similar agreements. These areas are:

The North end of Sauvie Island located in Columbia County.

Portions of the City of Portland located in Washington County.

The eastern portion of the County now receives service from providers both in and outside the County, although no specific written agreements have been executed.

It is the intent of this plan to foster regional approaches to ambulance service area planning , management, and service in order to reduce any negative effects on service that may be caused by political boundaries.

Therefore, in order to maximize the effectiveness of the resources available to East County, within 90 days from the approval of this plan, the EMS office will bring together all current and potential parties involved in EMS in Multnomah County, Clackamas County, Hood River County, and the State Parks for the purpose of developing a regional plan and subsequent agreements for the provision of EMS services in this area.

A map showing the fire districts for first response, and city boundaries is included in Attachment C.

## PREVENTION

Reducing the number of inappropriate 9-1-1 calls will allow for better utilization of resources and improve cost efficiencies. There will be a program, coordinated by the EMS program office, that will have as its goal the appropriate use of 9-1-1 for emergency medical requests. All providers will participate in this effort.

In addition, accident prevention education will be a focus for the EMS program in conjunction with first responders, ambulance services, hospitals, law enforcement, and other interested parties.

Some of the above effort can be financed from current resources. However, additional sources of financial support will be sought.

## SYSTEM ELEMENTS

### RESPONSE TIMES.

#### DISPATCH (NOTIFICATION)

At least ninety (90) per cent of responses to medical calls received by the Public Safety Answering Point (PSAP - 9-1-1) will be dispatched within eighty(80) seconds. The BOEC Fire/EMS dispatch will dispatch both fire first response and ambulances.

Medical call-taking and dispatch will continue to be governed through a performance contract between Multnomah County EMS and BOEC. This contract specifies the procedures to be used for dispatch, the triage requirements for calls, pre-arrival instructions to be given to callers and the review process to be used for the medical dispatch function. The development of these criteria is the responsibility of the EMS Medical Director.(Attachment D)

#### STANDARDS.

Response time will be measured from the time of the dispatched unit's acknowledgment of the call notification by BOEC until the time that unit reports arrival at the scene of the emergency. Response times shall be uniformly distributed throughout the zone. The following response time standards apply only to emergency calls. Non-emergency calls dispatched by BOEC, or turned over to non-emergency ambulances, will be run in an expeditious manner.

#### FIRST RESPONSE

Urban First Responders will respond to at least ninety (90) per cent of medical calls in four (4) minutes, zero (0) seconds or less.

Rural First responders will respond in an expeditious "best effort" as soon as dispatched.

#### AMBULANCE

##### Within the Urban Growth Boundary:

Fire medic ambulances will respond to at least ninety (90) per cent of critical medical calls in eight (8) minutes, zero (0) seconds or less.

Private ambulances will respond to ninety (90) per cent of non-critical medical calls in twelve (12) minutes, zero (0) seconds or less.

##### Outside the Urban Growth Boundary:

Fire medic ambulances will respond to at least ninety (90) per cent of critical medical calls in twenty (20) minutes, zero (0) seconds or less.

Private ambulances will respond to at least ninety (90) per cent of non-critical medical calls in twenty (20) minutes, zero (0) seconds or less.

Wilderness (frontier) calls will be responded to in an expeditious, "best effort" manner as soon as the unit(s) are dispatched. The important element for response into these areas is the immediate response to the dispatch to insure that help is moving toward the incident as soon as possible.

## EMS PROVIDER RESPONSE LEVEL OF CARE

Multnomah County's emergency medical services will be provided using a public/private system of response. Emergency medical calls, when appropriate by protocol, will receive a first response. Based on the priority dispatch triage criteria employed by EMS Dispatch, a fire medic ambulance or a private ambulance will be dispatched to the incident. Upon the arrival of the first responder, (or ambulance, if first at the scene), a determination will be made as to the necessity and level of transport required.

The goal of EMS dispatch triage is to send to each medical call, the level and amount of service necessary to provide quality medical care. The avoidance of duplicated or unnecessary response will provide cost savings to the system and reduce risks of accidents.

Fire medic ambulances will transport those patients in need of critical care as defined in the treatment protocols and triage guide. All other patients will be transported by private ambulances. First responders will remain at the scene when a private ambulance is requested. Fire medic ambulances will return to service at the earliest opportunity, including those "canceled enroute", in order to maximize their availability and minimize emergency response resource requirements.

Fire medic services will be provided by Portland Fire (and Gresham Fire, if agreed).

Private ambulance service will be provided by two ambulance services operating with a single system status plan. Both will be held accountable for response times.

There will be a single dispatch plan for the entire ASA. The fastest responding first responder and appropriate ambulance will be dispatched to each call.

Dispatch and transport triage criteria will be developed by the EMS Medical Director. It is estimated that up to twenty (20) percent of 9-1-1 calls will be transported by fire medic units in Multnomah County.

## PERSONNEL (STAFFING)

### FIRST RESPONSE

### RURAL CONSIDERATIONS

It is the goal of this system to have all first responders trained to the EMT-Basic level. It is recognized that because of the size and the volunteer nature of the Rural Fire Protection Districts serving parts of Multnomah County, this training level may not be feasible in the near future. The EMS program will assist rural providers in the development and provision of training necessary to meet this goal.

## URBAN AREAS

Portland Fire and Gresham Fire currently have all response personnel trained to the EMT Basic level and provide many ALS first response units, with at least one (1) EMT-Paramedic responding on those units.

## AMBULANCES

Fire Medic ambulances will be staffed with two (2) EMT-Paramedics.

Private Emergency ambulances will be staffed with one (1) EMT-Paramedic and one (1) EMT-Basic.

Ambulances providing non-emergency services and inter-facility transfers will meet the staffing requirements necessary for the level services to be provided: BLS - two (2) EMT-Basic, ALS - one (1) EMT-Paramedic and one (1) EMT-Basic. Additional standards may be set by the EMS Medical Director for critical care transfers or other specialized services.

Ambulances providing transport services to hospital-based transport teams, but not providing direct patient care with the ambulance crew members, must meet the BLS standards.

## MEDICAL SUPERVISION

### EMS MEDICAL DIRECTOR

Multnomah County will employ an EMS Medical Director (EMSMD), through the Health Department, who will serve as the medical director for the EMS program and be the physician supervisor for all EMTs in the employ of providers of emergency medical services in the County. The EMSMD will provide medical input to all aspects of the EMS system and will have specific authority to set uniform standards of EMS patient care for the County. These standards will include, but not be limited to:

- Dispatch and pre-arrival protocols;
- Transport triage criteria and protocols;
- County specific EMT requirements;
- Approved equipment, supplies and drugs;
- Patient care protocols;

Medical criteria for response times; and

Patient transfer criteria.

The EMSMD will create policies for limiting the practice of EMTs if necessary, and will ensure that these policies are carried out with adequate due process protections.

The EMSMD will also set specific standards for training and continuing education for EMTs and EMDs.

The EMSMD will ensure that all providers within the system participate in a quality management program designed to provide for the continuous quality improvement in patient care and all other aspects of emergency medical services. This process will provide the basis for changes in medical care protocols and the educational and training standards set forth by the EMSMD.

The EMSMD may, at his or her discretion, and as funding allows, appoint assistants to help carry out the duties assigned to the EMSMD. The EMSMD however, retains the sole responsibility for all assigned duties.

The EMS program will provide office and administrative support to the EMSMD.

#### MEDICAL ADVISORY BOARD

An EMS Medical Advisory Board (MAB) will provide advice to the EMSMD. Other committees and groups may be formed to provide specific advice to the EMSMD or the EMS program.

The MAB will provide reports to the Board of County Commissioners on the effectiveness of medical care provided by the EMS system at least annually.

(see Attachment E - EMSMD position description)

#### ON-LINE MEDICAL CONTROL

On-line medical control will be provided by a Medical Resource Hospital (MRH). Standards for on-line medical control and MRH operations will be set forth by the EMSMD and implemented through a performance contract with the hospital. The EMSMD will monitor the performance of the MRH contract. (Attachment F)

#### PATIENT CARE EQUIPMENT

Requirements for equipment and supplies will be determined by the level of service (ALS, BLS, emergency, non-emergency) provided and will be set by the EMSMD.

#### FIRST RESPONDERS

All first response vehicles will be required to carry equipment and supplies appropriate to their level of service.

#### AMBULANCES

All ambulances will be required to maintain equipment, supplies, and drugs appropriate for their level of service (ALS, BLS) as required under OAR 333-28-050 and as required by the EMSMD. Ambulances will be inspected on a regular basis, by the EMS office to determine compliance with these requirements. (Attachment G )

#### RURAL CONSIDERATIONS

The EMS program will assist rural first responders in obtaining the necessary equipment to maximize their response capabilities. (e.g., automatic defibrillators)

#### VEHICLES

##### FIRST RESPONDERS

First response vehicle standards are the responsibility of the agency that operates them.

##### AMBULANCES

Ambulances will meet all relevant State and Federal statutes and rules and must meet any additional requirements of the EMSMD.

#### TRAINING AND EDUCATION.

##### EMERGENCY MEDICAL TECHNICIANS (EMT) LEVELS

Training and certification required for those technicians providing ALS care will be the level of EMT-Paramedic. In addition to the requirements for State certification, the EMSMD may require additional training or education.

Training and certification for other EMTs will be at the level of EMT-Basic. It is not anticipated that EMT-Intermediates will practice in Multnomah County. In addition to the requirements for State certification, the EMSMD may require additional training or education.

It is the intent of this plan to require at a minimum, EMT-Basic training and certification for all 9-1-1 medical call first responders at some point in the future.

##### CONTINUING EDUCATION.

All training and continuing education will be provided in a coordinated program with appropriate personnel participating. The offerings will be approved by the EMSMD and be organized to insure that all personnel receive appropriate and consistent training. Content will be offered that meets certification requirements and reflects the outcomes and findings of the quality improvement process.

The EMS Program will continue to provide periodic inservice sessions to introduce changes in patient care protocols, administrative rules, State requirements, and other pertinent information. All EMTs will be required to attend in order to maintain their credentials as approved by the EMSMD.

The EMSMD may require additional training and education. Provider agencies may offer training and education to their employees, however this training and/or education must be approved by the EMSMD and coordinated with other offerings in the County.

The EMS program will assist rural first responders in obtaining the training necessary to meet system goals.

## QUALITY ASSURANCE

### STRUCTURE

The basis for quality assurance in the County will be a Continuous Quality Improvement (CQI) process. This model, based on the Total Quality Management theory espoused by W. Edwards Deming, is currently employed in a number of service industries, including hospitals. The focus of this process is statistical quality sampling to improve uniformity in the delivery of patient care. It brings together all members in the EMS system to identify problems and work out solutions cooperatively. It involves standardization, measurement, testing, and inspection in a continuous process of improvement and training. When problems are identified, their resolution is accomplished within the involved system components, through participation by the people responsible for the operation of these components. The process employed may utilize peer review, problem solving groups, or other methods. Problems are addressed at the appropriate level within the organization with the end goal of improved service.

### PROCESS AND PROBLEM RESOLUTION

Implementation of CQI will involve the education of EMS personnel in the process and the development of data sources.

The CQI process will analyze data on all aspects of the EMS system including dispatch, response times, medical supervision and control, patient care, EMT and EMD performance, and other components. The data will come from computer databases, patient care chart reviews and audits, complaint patterns, patient outcomes, and other relevant sources. The outcomes of the process are information, problem solving, and system improvement. These outcomes will serve as the basis for system change.

The EMS office will provide staff support for the CQI process. The CQI process is *not* oriented on fixing blame for mistakes, but on learning from the analysis and resolution of identified problems.

### SANCTIONS

Contracts will specify fines or other remedies that will be imposed if certain conditions are not met. In addition, the contracts will identify those conditions

that will constitute a breach of the contract and the conditions for termination of the agreement.

The ordinance and administrative rules currently allow for sanctions for non-compliance. These remedies will continue as part of the licensing process for both emergency and non-emergency ambulances.

It is not the purpose of the CQI process to apply sanctions or other remedies to non-compliant providers. Any remedies employed will be identified in the contract or agreement with the provider. Any remedies directed to individual EMTs will be the responsibility of the EMSMD.

## ADMINISTRATION AND COORDINATION

### PLANNING AND ADMINISTRATION

MCC 6.32 establishes the authority of the Board of County Commissioners (BCC) to develop, approve, and administer the ambulance service plan. MCC 6.32 further defines the administration of the EMS system and the license requirements for ambulance providers (emergency and non-emergency) and first responder agencies.

Input into the planning process and into EMS system operations was received from the Medical Advisory Board (MAB) and the Provider Board as provided for in MCC 6.32. In addition, all interested parties were invited to participate in work groups that provided specific input and technical advice for the planning process.

Administration of the ambulance service plan and the EMS system will reside with the Multnomah County Health Department, EMS Program Office. All medical care components of the system will be under the authority of the EMS Medical Director.

Specific relationships with first responders, emergency ambulance providers, 9-1-1 dispatch, and MRH will be delineated in intergovernmental agreements and contracts. These documents will be performance based and will specify the duties, responsibilities, compensation, remedies, and other aspects of the relationship between the County and the contractor.

The EMS Program Office will administer and monitor these agreements and make recommendations to the BCC on the continuance, renewal, or termination of the agreements.

Non-emergency ambulances will be regulated through the licensing requirements specified by ordinance. No other agreements will be executed.

### 2. RATE REGULATION

The County Board of Commissioners will set all rates for emergency medical services provided under this plan.

There will be a single charge schedule for services provided to 9-1-1 callers and a single billing system for these charges.

Rates for emergency response ambulance service will be recommended by an EMS Rate Regulation Board (RRB) as part of the agreement and contracting process. The Board, comprised of EMS providers, business experts, and service users, will serve also as a rate review body to hear and recommend action concerning not only initial rate proposals, but any subsequent requests for rate adjustments. Formulas, such as the Consumer Price Index (CPI), may be applied to the rate adjustment process. Any formula used will be specified in the contracts and agreements. The RRB recommendations will be made to the EMS

Program and the Board of County Commissioners as part of the contract approval process.

The RRB will also review any system requirements that may have a significant financial impact on the providers. If the committee determines that such an impact is present, they may recommend a rate adjustment to compensate for the requirement.

Non-emergency ambulances will not be subject to the rate determination process. Fees charged for their services will be driven by the market for such services.

## COMPLAINTS

Standards for the fair and equitable handling of complaints concerning EMS care and ambulance service will be adopted by the EMS Program Office and the Medical Director.

Complaints regarding EMS provider actions or services will be received by the EMS Program Office from any source. All information relevant to the complaint will be collected and reviewed by EMS staff. The information may include dispatch records, patient care reports, invoices for service, incident reports, hospital records, interviews, and other documents. Complaints will be resolved through three mechanisms:

a. Medical care complaints will be referred to the Medical Case Review for impartial review and recommendations. Disposition of these complaints will be handled by the EMS Medical Director.

b. Dispatch and system response complaints will be initially reviewed by EMS staff. Some complaints may be referred to the Dispatch Committee for review and recommendation. Individual case dispositions will be handled by the EMS Program Office.

c. Complaints about ambulance charges and other non-medical, provider-related complaints will be reviewed by the EMS Program staff who will be responsible for the disposition of each case.

If it is determined appropriate, complaints may be referred to other agencies for disposition (e.g., District Attorney for complaints that may be of a criminal nature).

All complaints that include medical or other sensitive information about identifiable patients will be considered a function of the Quality Assurance process. Confidentiality will be protected as required by relevant statutes.

Complaints and their resolutions will constitute a data source available to the Quality Improvement process. In addition, all complaint information will be available to the EMS Medical Director for use in the medical supervision of EMTs.

## MUTUAL AID AGREEMENTS.

### ROUTINE EMS SERVICES (AMBULANCE AND FIRST RESPONSE)

For certain portions of Multnomah County, intergovernmental agreements will allow for response from agencies outside of the County. Multnomah County agencies will respond into other jurisdictions under similar agreements. The areas are described earlier in this document.

### UNUSUAL CIRCUMSTANCES (MCI, DISASTER )

Fire District mutual aid agreements are in place for events that overtax the resources of a given fire district. These will apply for fire EMS services in a disaster or other major incident.

Similar agreements will be executed on a regional basis to allow ambulances from outside the County to respond at the request of EMS Dispatch.

In addition, all ambulances, emergency and non-emergency, licensed in Multnomah County, are required to respond to disasters and MCI when requested to do so by the EMS Program Office through BOEC dispatch.

## DISASTER RESPONSES.

### MASS CASUALTY INCIDENT.

The County's Mass Casualty Incident (MCI) plan is developed by a multi-disciplinary, tri-county committee and adopted under County Ordinance (MCC 6.32). This plan, and similarly adopted plans used by the counties surrounding Multnomah County provide the direction for the organization and use of resources in the event of a MCI. This plan is also incorporated as an annex in the emergency management disaster plans of the County and other local jurisdictions. (Attachment H)

In an MCI, medical communication and patient destination is the responsibility of the Regional Hospital which maintains the HEAR radio network.

In the event that resources exceeding those normally available for EMS service to the County are needed, additional ALS and BLS ambulances and other resources within the County may be used. The EMS Administrator (or BOEC, per protocol) may request the use of out-of-county resources through those jurisdiction's emergency managers. A resource list is maintained at BOEC.

## DISASTERS

Planning has started that will identify how medical resources will be used in the event of a disaster. For purposes of this planning, disasters are events that disrupt the normal infrastructure that is relied upon to provide daily EMS services. These could include earthquakes, floods, or other events that cause failure of communications, roads, power, medical care sites, overwhelming numbers of ill or injured, or similar problems. The plan will include initial assumptions on the availability of emergency medical care, immediate

operations, and recovery from the event. This planning is a cooperative regional activity.

## SPECIAL PERSONNEL AND EQUIPMENT.

### HAZARDOUS MATERIAL RESPONSE (HAZ-MAT)

HAZ-MAT response is the responsibility of the fire districts within Multnomah County. HAZ-MAT response plans include the determination of the hazard, its effect on people, and the appropriate neutralization, decontamination and medical care actions to take in the pre-hospital and hospital settings. (Attachment I)

Transport and receiving hospital standards for exposed patients and care givers are under development.

### SEARCH AND RESCUE

Search and rescue operations are the responsibility of the Multnomah County Sheriff. The Sheriff's Office serves as incident commander for search and rescue operations. EMS and fire responders provide resources as required by the incident commander. In addition to the governmental and associated volunteer resources, there is a specialized team (Reach and Treat) available from one licensee. (Attachment J)

### SPECIAL EMERGENCY RESPONSE TEAM (SERT)

In addition to the standard EMS response, specialized paramedics from the fire services provide emergency medical service to the Police SERT team members. This is a function controlled by the police and not part of the normal EMS response.

### SPECIALIZED RESCUE

Multnomah County, through the fire districts, has the following specialized rescue abilities:

Extrication

High Angle Rescue

Trench Rescue

Dive rescue

There is no specialized medical component to these rescue services. Medical care is provided by Fire EMTs assigned to the rescue team. (Attachment I)

## EMERGENCY COMMUNICATIONS AND SYSTEM ACCESS.

### TELEPHONE

All of Multnomah County is served through a single Public Safety Answering Point (PSAP, 9-1-1 center) accessible by callers through Enhanced 9-1-1. (Note: the Port of Portland Airport is considered a secondary answering point). EMS contracts with the Portland City Bureau of Emergency Communications (BOEC) for emergency call answering, medical triage and pre-arrival instructions, and emergency ambulance dispatch. In addition BOEC provides the same service for all police departments in the county and will soon provide similar services for the fire departments.

### DISPATCH

Current EMS call-taking and dispatch is governed by a set of protocols and procedures, developed by a committee of dispatchers, first responders, EMTs, providers, and physicians. With the proposed changes in the system, "criteria based dispatch" protocols and procedures will be recommended to the EMS Medical Director and promulgated through contracts and as formal County EMS administrative rules. EMS Dispatch at BOEC is required to use these protocols and procedures. (Attachment K -Current protocols)

BOEC will dispatch all first responders and emergency ambulances.

9-1-1 medical calls are initially processed by call-takers who use the EMS approved call triage guide to determine the nature of the call and the level of emergency or non-emergency response required. In addition, under County rules, if a person calls an ambulance company and needs emergency care, the company must triage that request using the same triage guide that is used at BOEC and then pass call information to BOEC.

Call information is then sent (via computer) to the dispatcher. Through a computer aided dispatch system (CAD) under development, the status of all fire units and ambulances is available to the dispatcher. The dispatcher sends fire and ambulance units as appropriate, depending on the nature and location of the call.

As dispatch is under way, the call-taker (who has remained on the line) may provide the caller with pre-arrival instructions for patient care as specified by the protocol.

Depending upon the location of the call and the availability of ambulances, an out-of-county unit may be dispatched. This is accomplished via direct radio contact or by telephone to the appropriate dispatch center.

### RADIO COMMUNICATIONS

#### Current:

All dispatch is done on (UHF) MED NET 9 (462.950).

Medical direction from MRH is communicated on (UHF) MED NET 4 (463.075).

Ambulance to receiving hospital patient information is communicated on (VHF) HEAR (155.340 MHz).

MCI communication is done on (UHF) MED NET 1 (463.000)

Effective January 1, 1994:

All of the above communications will be done utilizing a "800 MHz trunked" radio system now being installed through out the County by the City of Portland. In addition each emergency unit will be equipped with a mobile data terminal (MDT) for communication with EMS dispatch and the CAD system. The ability to use the HEAR system will be maintained.

#### RECEIVING HOSPITAL AVAILABILITY

The availability of hospitals to receive ambulance patients is communicated on a computer network (CHORAL). This system displays a number of hospital status conditions that may result in the diversion of ambulances. (Attachment L)

#### EMERGENCY MEDICAL DISPATCHER TRAINING

All dispatchers and call takers at both BOEC and at the ambulance companies are trained to meet Emergency Medical Dispatcher EMD standards set forth by the State Board on Public Safety Standards and Training (BPSST). The EMS Medical Director is responsible for the medical protocols used by these dispatchers and for the medical supervision of their performance and may set forth additional requirements.

## WORKFORCE ISSUES

### STABILITY

All providers will be required to submit a plan, as part of the contracting process, that will specify their policies and methods to insure the minimal turnover of personnel providing patient care. This plan will become part of the evaluation for contract or agreement performance.

### DIVERSITY

Each provider will submit evidence that they have in place a plan to promote diversity of personnel in their organization. Those providers that have a history of a lack of diversity in their organizations will submit a plan for corrective actions. Diversity in this context includes establishing opportunities for women and minority EMTs.

### LABOR RELATIONS

EMS providers under contract to the County will have a workable plan to insure healthy labor relations in their organizations.

### ATTRITION

It is anticipated that the changes implemented by this plan will cause a reduction in the number of EMT full time equivalents employed in the system. In order to minimize the effect on individuals now employed, providers will allow, when ever possible, for any reduction in workforce to be accomplished by attrition as opposed to termination. Evidence of this requirement will be considered in the evaluation of contract performance.

### PREFERENCE

As required in ORS 823.250, should a provider, initially operating under this plan, be replaced by another provider, the replacement provider shall give preference to qualified employees of the previous provider for a period of six months following the date of replacement.

## PROVIDER SELECTION AND EVALUATION

### INITIAL ASSIGNMENT

The Board of County Commissioners designates the County Health Department as the party responsible for the provision of Emergency Medical Services in the ASA. The County intends to contract for services it deems necessary for the efficient and effective provision of EMS. All contracts will require the approval of the Board of Commissioners.

### FIRST RESPONSE

The County will enter into agreements with all fire districts within the County interested in providing EMS first response.

The fire transport service will be assigned to the Portland Fire Bureau (PFB) (and to the Gresham Fire Department (GFD) if so requested) through intergovernmental agreements. PFB/GFD will provide service to all of Multnomah County.

### AMBULANCE SERVICE

The private ambulance service component will be contracted to the current providers of emergency services. The County has determined that the experience and knowledge of these providers and the implementation of rate regulation through the County will provide for the best service available at the lowest appropriate price.

### REASSIGNMENT

Should the PFB and/or GFD resign its interest in providing transport services, or should the County terminate the agreement for service, the County may require that the remaining providers service all 9-1-1 dispatches as required in their contracts.

Should either private provider resign its interest in the ASA or should the County terminate its agreement for service, the remaining provider will respond to all assigned calls.

Should both private providers resign their interest in the ASA or should the County terminate its agreements for service a replacement provider will be sought.

### APPLICATION FOR AN ASA

Applications from prospective ambulance providers will be accepted in accordance with the provisions of the service contracts.

## NOTIFICATION OF VACATING AN ASA

A notice of resignation of its interest in the ASA by either the PFB, GFD, or the private ambulance providers will be required in accordance with the provisions of the initial service agreement or contract.

## MAINTENANCE OF LEVEL OF SERVICE

In order to insure that emergency medical services are uninterrupted should a provider vacate their interest in the ASA, a one year notice will be required in the intergovernmental agreement between PFB/GFD and the County. This will allow the County sufficient time to select another provider. The same notice will be required in the agreements with the private ambulance providers. Penalties for insufficient notice will be made part of the contract.

## CONTRACT EVALUATION

Contracts and agreements for transporting ambulance services will be for a term of four (4) years, and renewable thereafter at the discretion of the Board of Commissioners. In addition to the sanctions tied to the performance conditions in the contract and the criteria for termination for cause, a contract or agreement may be terminated if the performance criteria have not been met as determined by the Board of Commissioners and/or if the financial considerations agreed to by the parties fail to meet the explicit expectations in the documents.

A complete review of the transporting ambulance agreements will be performed prior to the renewal of each agreement.

## **Public/Private Partnership Ambulance Compromise**

- Reduce the number of multiple ambulance providers to the two existing companies who would participate equally in a master System Status Plan designed to meet the response times identified by the ASA plan, i.e., Urban Growth of 8:00/90% and Rural of 20:00 min/90%.
- Dispatch the closest ALS ambulance to all 9-1-1 requests
- Dispatch a single first responder unit to all 9-1-1 requests when appropriate.
- Use the formula for rate regulation as presented by Mr. Collins at the Tuesday work session.
- Establish uniform rates throughout the County.
- In addition to establishing the user fee based on cost recovery and reasonable return on investment, an additional transport fee may be assessed to support the following:
  - First Responder training and equipment
  - Accident prevention programs
  - County Medical Director
  - County EMS office
  - Rural and Wilderness Rescue
- Additional funding for the first responder program can be found in the equipment exchange program between the ambulance and first responder (estimated to be \$150,000 to \$200,000 per year).

SPEAKER # 5  
7/8/93  
R-1

July 8, 1993

Dear Multnomah County Commissioners,

As a paramedic working in Multnomah County, I have a number of concerns about the tiered response plan that you are considering.

1. One of the problems in the past has been the fact that the closest ambulance is not always sent to an emergency. If the tiered response plan is implemented, as a private ambulance, if there is an emergency next door to our station that is considered to be 'time critical' we would not be sent. This is not in the patients best interest. We are paramedics trained to the same level as the firemedics. We are just as capable of handling that emergency and providing CARE and TRANSPORTATION for that patient.

2. To the best of my knowledge nothing has been defined about how time critical patients would be handled outside the normal response areas of the PFB. You as commissioners are responsible for all the residents of Multnomah County. Whatever plan is put into use, the residents of the outlying areas such as Corbett, Pleasant Home, or Sauvie Island need to know what to expect. A private single provider would be able to provide service to all areas without the concern of fire district boundaries.

3. If PFB is to provide service for time critical patients have all the fire districts in the county agreed to provide part of their tax revenues to subsidize the service or would the residents of Portland be subsidizing the service for the entire county, or would residents from outside the normal boundaries of PFB be charged a higher rate?

4. If the tiered response plan is implemented, the fragmentation of care that was thought to be a problem in the past will get worse. As an example, if the firemedics responded and the patient is not time critical the patient may be treated by a BLS engine crew, a firemedic crew and a private ambulance crew. There would be three different teams caring for the patient and it will take a total of more time to care for the patient and transport to the hospital.

A single provider would shorten the total time because a paramedic ambulance is sent on all emergency calls and is able to treat and transport each patient.

5. One final item that needs clarification about our current system. Currently patient care is a team effort between the fire crews and ambulance crews. In most cases we both arrive at the scene within one or two minutes of each other. It then becomes a team effort to evaluate, treat and stabilize the patient at the scene. I and many other private paramedics take offense to the representation that the firemedics stabilize the patient and then we transport. If a firefighter does accompany the ambulance to the hospital it is because we need an extra set of hands to do CPR or ventilate the patient.

These things can be done by any firefighter and do not require a firemedic. The firemedic doesnot accompany the patient because of our lack of knowledge or skills. Remember we are all trained as paramedics to state standards which are the same no matter which type of agency you work for.

I believe that the tiered response plan is not in the best interest of ALL the residents of Multnomah County. A single provider that is able to respond to all calls with a single medical advisor and rate control will better serve the residents of Multnomah County.

Whatever you do here will be followed in the neighboring counties so you have major decisions to make with long term consequences. If the fire departments are allowed to get into the ambulance business you and every other local government body and the citizens of the county can be expect to be held hostage for more money or the threat of losing ambulances at every budget session.

Respectfully Submitted  
VERNON C. HILT, Paramedic

*Vernon C Hilt*

19970 SE Tillstrom Road  
Boring, OR

Transcriber  
#10 SPEAKER  
7/8/93

Statement to the Multnomah County Commissioners regarding EMS system design, July 8, 1993.

Honorable Commissioners:

My name is Bob Yoesle; the testimony which follows is my personal testimony based on 14 years of experience as an EMT and paramedic in the states of Oregon and Washington, and in support of the Portland Area Paramedic Alliance.

You, as the elected leaders of Multnomah County, are charged with a critical decision that will forever change the face of Emergency Medical Services in Multnomah County, and has important precedent-setting impacts throughout the region. It should be an informed and educated decision, based on what is in best interest of the citizens of Multnomah County, not a junta of powerful special interests.

There is a very old saying that states "you can fool most of the people some of the time, and you can fool some of the people all of the time, but you can't fool all of the people all of the time." In the late 1970's and early 1980's, the Fire Bureau began duplicating the paramedic response to EMS incidents with little, if any, informed public input or policy development, and in spite of the fact that county guidelines later specified only a BLS response level. Why?

As Jim Page, a leading proponent of fire-EMS states in the June 1984 issue of the Journal of Emergency Medical Services, "the typical fire department has the liberty of operating without much educated scrutiny...or accountability." In this and subsequent articles, he goes on to cite the rationale for this duplication of service: "When city governments are grappling with solid waste disposal, public power supplies, water, sewage, bridge and road maintenance, will they be willing to spend \$12,000 per fire to keep fire losses at \$4,400?" Or is "the cost of urban and suburban fire suppression indefensible when compared to the need for more school class rooms, replacement of rotting sewer systems and repair of crumbling roads."

By getting into the EMS business, Page states the advantage for the fire

service: "Because they have made themselves indispensable, they are not likely to suffer station shutdowns or staffing cutbacks." He goes on to say "while it may be true that greater quality and value can be obtained from a privately operated enterprise," the fire service can take advantage of "local governments' inability to deal with economic sophistry" and "satisfy the public with the IMPRESSION of ambulance service at a reasonable price, regardless of the levels of (taxpayer) subsidy, which most people never see or understand." In addition "the opportunity to offset a portion of their agencies costs with **fees for service** generated by their ambulance service will also be very important to fire chiefs and their departments."

The most often criticized aspects of the present system are that it has duplication of service, and the closest ambulance is not always sent to the call. This will become institutionalized in the tiered model. An accountable single provider EMS system with BLS auto-defib fire first response within four minutes and ALS response and transport within eight minutes is the "Gold Standard" of pre-hospital medical care. It offers the twin advantages of the highest patient care and efficiency, neither of which can be said of the tiered model, which is driven by and designed for the inefficiencies of the fire service.

Thus, at the heart of the tiered fire model lies two important public policy issues: Does the effort to justify the budget of the Fire Bureau warrant destroying the careers of dedicated EMS professionals in the private sector, and does the cost and inefficiency of the present EMS system, in large part due to the Fire Bureau, necessitate further duplication through a tired system and additional cost shifting to the tax payer?

If you Ms. Collier, Mr. Hansen, and Ms. Kelley wish a make-work tax payer supported entitlement program for the Fire Bureau, then you should propose it openly, with full public scrutiny and a referendum.

Thank you for the opportunity to speak.

Bob Yoesle  
PO Box 261, La Center, WA, 98629

SPEAKER #21  
7/8/93

July 08, 1993

Chair Miggins  
Commissioner Kelley  
Commissioner Collier  
Commissioner Hansen  
Commissioner Saltzman

#### TESTIMONY ON SINGLE PROVIDER PLAN

For the record, I am Beth Murphy and I am employed by Community Ambulance, the only dedicated Basic Life Support company in Multnomah County.

I would like to remind the commission that the elderly in our community are far and away the greatest users on ambulance services, and as such should remain foremost on everyone's mind during this process. How Medicare will function in new plans is of great concern to me. Reimbursement currently varies according to provider and geographic area. The county will have no control over this, but it might be a factor in selection of a provider. Also, it should be a prerequisite for any contractor for 911 ALS calls to accept Medicare assignment as a cost containment measure for the patient.

There is a lot of concern about paramedics --- and frankly medics at all levels --- looking down with disdain on any transport that is not ALS Code 3. These transports are commonly referred to in the field as "gomer" calls. With critical care dedicated to a specific contractor, I maintain that without the possibility of lights and sirens, those medics who will have a steady diet of ALS transfer or BLS calls may actually improve their attitude and degree of professionalism toward the transfer levels they would now serve. I contend that this will result in better care, not less care, as has been previously testified.

As previously testified 90% of ambulance transports are non-critical calls. These need to remain within the free enterprise system, without unnecessary overregulation. The commission needs to be concerned not only with costs inbound to hospitals, but the return from emergency rooms. These are the costs that are infrequently covered by insurance and may pose the most burden on the public.

**Community Ambulance**

241-7701 • P.O. Box 69128  
Portland, OR 97201

1993 JUL - 0 11 17  
MULTNOMAH COUNTY  
OREGON

July 06, 1993

Chair Hank Miggins  
Commissioner Tanya Collier  
Commissioner Gary Hansen  
Commissioner Sharron Kelley  
Commissioner Dan Saltzman

Dear Honorable Chair and Commissioners:

Community Ambulance is Multnomah County's only licensed and dedicated Basic Life Support ambulance company. We have been following the move to select a single 911 provider in Multnomah County. We have always felt that the intent was to contract only for those critical care patient calls. Lately, however, we have seen some proposals that would involve all levels of care.

We want you to know that actual 911 Advanced Life Support calls make up only a minimal percentage of the total ambulance service (testimony given to you recently estimated 10% or less.) If you are considering any plan that involves the other estimated 90%, please consider the future of Basic Life Support. We know that you have received very little testimony or figures regarding what is the bulk of the transports. We would be happy to supply you with whatever you might require, should you be considering a plan beyond the Advanced Life Support 911 calls.

We believe that all calls below 911 should remain in the current free enterprise system. It is the Basic Life Support industry (Community Ambulance in particular) that gives medics their first chance to obtain real ambulance experience and skill building. It is possible for paramedics to become paramedics without ever holding a job at any lower level, without any experience beyond the clinical requirement.

We will be present in today's work session, should you have any questions on Basic Life Support. We continue to hope that you are considering a plan strictly for the 911 Advanced Life Support transports. Again, we will be happy to assist in providing you with whatever assistance is needed in obtaining all the information you may need to make those difficult decisions.

Thank you for taking the time to read this material.

Junita Kauble  
President

Beth Murphy  
Client Relations

SPEAKER #25  
7/8/93



JULY 8, 1993

STATEMENT OF MIKE ANDERSON  
SPECIAL SERVICES MANAGER  
KAISER PERMANENTE

TO THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS ON  
AMBULANCE SERVICE AREA PLANNING

Good morning, Acting Chair Miggins and Commissioners. I am Mike Anderson, Special Services Manager for Kaiser Permanente.

Thank you for the opportunity to share Kaiser Permanente's perspective on emergency medical transportation. As you know, we have been actively involved for several years in state and local efforts to develop ambulance service plans. We are a provider of health care and a purchaser of ambulance services on behalf of the more than 310,000 Kaiser Permanente members in the Portland metropolitan area.

As the largest private payor in the metropolitan area for ambulance services, we are interested in the quality and the affordability of these services, both for our members and for all the residents of our community. We have maintained for some time that a regionalized system is the most efficacious way to achieve cost effective and quality emergency medical care.

While we do not have a position on the proposal before you, we would like to offer our thoughts on some ways to promote that objective.

The plan you will adopt is, as you have noted, one step in a long process. We believe that as each step is taken, opportunities should be sought and seized to establish regional approaches to the implementation of as many elements of the plan as possible. We hope that the meeting with other counties outlined on page 13 of the plan will result in ongoing and successful efforts to regionalize ambulance service planning and management.

Increasing pressures on reimbursement rates and tax revenues have been mentioned several times during your hearings; both public and private entities will be seeking the kinds of cost

efficiencies that regionalization could provide.

Current efforts among the providers within Multnomah County to achieve increased coordination and efficiencies in some of their activities might well offer a model for similar discussions among metropolitan counties.

Other complementary approaches have been suggested to you and by you during these proceedings; these include intergovernmental agreements between public providers, mutual aid agreements, contracts with providers from neighboring jurisdictions, regional medical direction and data collection.

Your own stated commitment to a regional approach is a determinative factor. Kaiser Permanente urges you to direct your EMS staff and other participants in the next phases of the planning process to outline for you at regular intervals specific ways in which Multnomah County can work with the EMS systems in each of the metropolitan counties to secure the cost and service benefits of a coordinated system. We would be happy to assist in this endeavor in any way we can.

We are gratified by your expressed desire for reasonable rates and we urge you to establish a rate regulation process that will ensure that the efficiencies expected from this new system are reflected in lower rates for patients and payors. We are pleased, too, by the attention in the plan to continuous quality improvement. As a major health care provider and a major payor for ambulance services, we encourage you to persist in your pursuit of cost effective, quality ambulance transportation for residents of Multnomah County and the metropolitan area.

We appreciate the time you are taking today to consider public comments on this proposal. Thank you for your attention to our observations.

R-1  
SPEAKER #26  
7/8/93

**Clackamas County  
Fire District**



**Kyle R. Gorman**  
EMS Project Manager

11300 S.E. Fuller Road  
Milwaukie, OR 97222-1124

(503) 794-8022  
FAX (503) 655-8538

TO REPLACE PARAGRAPH 2 ON PAGE 13:

IN ADDITION, THE EMS OFFICE WILL  
COORDINATE PUBLIC EDUCATION PROGRAMS  
DESIGNED TO REDUCE INJURIES, PROMOTE  
WELLNESS, & ENHANCE 9-1-1 SYSTEM ACCESS.  
THIS COORDINATION WILL TAKE PLACE BETWEEN  
AMBULANCE SERVICES, HOSPITALS, LAW  
ENFORCEMENT AGENCIES, OTHER AREA  
EMS PROVIDERS, AND THE MEDICAL  
COMMUNITY.

MEETING DATE: JUL 08 1993

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: PCRB EXEMPTION for the purchase of Food Vouchers

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: July 1, 1993

Amount of Time Needed: 5 - 10 MINUTES

DEPARTMENT: MSS DIVISION: PURCHASING

CONTACT: Lillie Walker/Jeff Baer TELEPHONE #: 248-5111

BLDG/ROOM #: Ford/421/1st

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

**SUMMARY** (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Request three year exemption from the formal competitive bid process to purchase food vouchers for three Federally Funded HIV Prevention Research Projects.

*7/1/93 copies of notice & order to PCRB list, Lillie Walker & Jeanne Coulo*

*Mailed Application to PCRB list & Lillie Walker on 6-30-93.*

**SIGNATURE REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: *Lillie M. Walker & Andy Craghead*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222



# MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3674  
FAX (503) 248-3676 TDD (503) 248-3816

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
DAN SALTZMAN • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
TANYA COLLIER • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Lillie Walker, Director  
Purchasing Division

FROM: Bill Odegaard, Director  
Health Department

DATE: May 26, 1993

SUBJECT: Request for Exemption from the Competitive Bid Process for Meal Vouchers for Clients Participating in HIV Prevention Research Projects

Multnomah County Health Department currently administers three federally funded HIV prevention research projects. These projects target hard to reach persons who are at increased risk for HIV infection. (Injection drug users, noninjection cocaine users, their sexual partners, prostitutes, and homeless persons at risk of HIV infection.) Conventional methods of providing health education (i.e., written materials, discussion groups or clinic/doctor visits) are generally not appropriate for many people from these groups. Therefore, these projects employ innovative interventions and aggressive street outreach by peer counselors - people who know the life style and are credible - to provide prevention education to these at-risk populations. In addition or providing basic risk reduction interventions, participants are enrolled in local and national research activities. The research and intervention activities usually include a baseline interview, followed by a second session which includes the delivery of appropriate services, education and referrals and another interview six to twelve months later.

To encourage client participation in the intervention sessions, and as a way of motivating clients to return for the follow-up sessions, each project uses federal funds to provide food vouchers to clients. Vouchers range in amounts from \$5 to \$15. We are currently using vouchers from the following vendors:

Safeway  
Fred Meyer  
Albertsons  
McDonalds  
Burger King  
Ray's Grocery\*  
Payless Grocery\*

\*(Ray's and Payless are small corner stores located in the Burnside area).

[1030o-2m/1]

These vendors have been selected because they are easily identifiable and accessible to our target population. The vouchers are purchased at cost.

The Health Department would like to request a three-year exemption from the bid process to purchase meal/food vouchers from these vendors. Vouchers will be used to facilitate client participation in the research and intervention activities. Only federal grant funds will be used. Vouchers will be in increments of \$5 to \$15. The total dollar amount for all vendors is currently not expected to exceed \$30,000 per year.

If you have any questions regarding this exemption request please contact Jeanne Gould at ext. 3674.



# MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK  
SUITE 1510, PORTLAND BUILDING  
1120 S.W. FIFTH AVENUE  
PORTLAND, OREGON 97204

## BOARD OF COUNTY COMMISSIONERS

GLADYS McCOY •	CHAIR •	248-3308
DAN SALTZMAN •	DISTRICT 1 •	248-5220
GARY HANSEN •	DISTRICT 2 •	248-5219
TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

### NOTICE OF HEARING

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, will consider an application on Thursday, July 8, 1993, at 9:30 A.M. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, in the Matter of Exempting from Public Bidding, Contracts with Safeway, Fred Meyer, Albertsons, McDonalds, Burger King, Ray's Grocery & Payless Grocery for the Purchase of Food Vouchers.

A copy of the application is attached.

For additional information, contact Lillie Walker, Purchasing Director at 248-5111, or the Office of the Board Clerk at 248-5222/248-3277.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON  
PUBLIC CONTRACT REVIEW BOARD

  
Carrie A. Parkerson  
Office of the Board Clerk

enclosure

0516C/cap

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of an Exemption From Public )  
Bidding, contracts with Safeway, Fred Meyer, )  
Albertsons, McDonalds, Burger King, Ray's ) A P P L I C A T I O N  
Grocery & Payless Grocery for the purchase )  
of Food Vouchers )

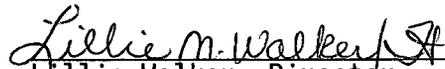
Application to the Public Contract Review Board on behalf of a request from the Health Department is hereby made pursuant to the Board's Administrative Rule AR 10.010, and AR 20.030 adopted under the provisions of ORS 279.015, for an order of exemption to purchase Food Vouchers in increments of \$5 to \$15. The total dollar amount for all vendors combined will not exceed \$30,000 per year.

This Exemption Request is due to the following facts:

1. The funds for these purchases are being provided by Federal Grant money through a contract with Multnomah County.
2. The services under these contracts are for providing three Federally Funded HIV Prevention Research Projects. The vouchers are used to facilitate client participation in follow up intervention sessions.
3. This request does not encourage favoritism. The Health Department has selected these vendors because they are easily identifiable and accessible to the target population. The vouchers are purchased at cost.
4. Purchasing requests approval of this exemption from the formal competitive bid process.

The Health Department will make these purchases with funds provided by three Federally Funded HIV Prevention Research Projects. Only Federal Grant Funds will be used.

Dated this 14 day of June, 1993.

  
Lillie Walker, Director  
Purchasing, Contracts, & Central Stores

Attachments



# MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK  
SUITE 1510, PORTLAND BUILDING  
1120 S.W. FIFTH AVENUE  
PORTLAND, OREGON 97204

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR • 248-3308  
DAN SALTZMAN • DISTRICT 1 • 248-5220  
GARY HANSEN • DISTRICT 2 • 248-5219  
TANYA COLLIER • DISTRICT 3 • 248-5217  
SHARRON KELLEY • DISTRICT 4 • 248-5213  
CLERK'S OFFICE • 248-3277 • 248-5222

## NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, considered an application on Thursday, July 8, 1993, at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, and approved Order 93-245 in the Matter of an Exemption from Public Bidding, Contracts with Safeway, Fred Meyer, Albertsons, McDonalds, Burger King, Ray's Grocery and Payless Grocery for the Purchase of Food Vouchers.

A copy of the Order is attached.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON  
PUBLIC CONTRACT REVIEW BOARD

Deborah Bogstad  
Office of the Board Clerk

0044C/4/db  
enclosure  
cc: Lillie Walker  
Jeanne Gould

7/8/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of an Exemption From )  
Public Bidding, Contracts With Safeway, )  
Fred Meyer, Albertsons, McDonalds, Burger )  
King, Ray's Grocery & Payless Grocery for )  
the purchase of Food Vouchers )

O R D E R  
93-245

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to review, pursuant to ORS 279.015 and AR 10.010 and AR 20.030, a request from the Health Department to award contracts to Safeway, Fred Meyer, Albertsons, McDonalds, Burger King, Ray's Grocery & Payless Grocery for the purchase of Food Vouchers in increments of \$5 to \$15. The annual dollar amount for all vendors combined, will not exceed \$30,000. It is requested that this exemption be granted for the time period beginning July 1, 1993 through June 30, 1996.

It appearing to the Board that the recommendation for exemption, as it appears in the application, is based upon the fact that these Food Vouchers are purchased using money from three Federally Funded HIV Prevention Research Projects. Only Federal Grant Funds will be used to purchase Food Vouchers. These seven vendors have been selected because they are easily identifiable and accessible to the target population. Vouchers are used to encourage client participation in the intervention sessions.

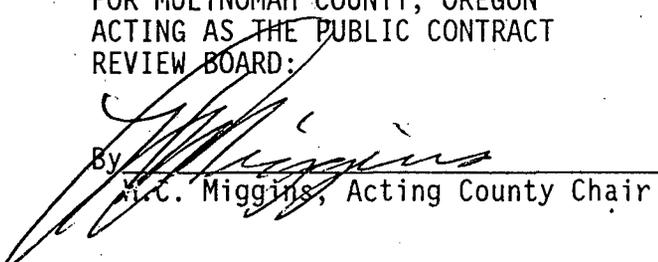
It appearing to the Board that this request for an exemption is in accord with the requirements of ORS 279.015 and PCRB Rules AR 10.010; it is therefore,

ORDERED that the purchase of these Food Vouchers be exempted from the requirement of a formal competitive bid process for the requested time period.

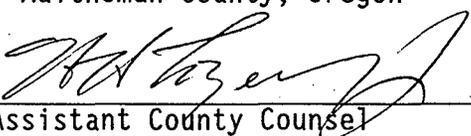
Dated this 8th day of July, 1993.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT  
REVIEW BOARD:

By   
H.C. Miggins, Acting County Chair

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By   
Assistant County Counsel  
H. H. Lazenby, Jr.

**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

7-8-93

**NAME**

Tim Naemste

**ADDRESS**

4621 S E 43

**STREET**

Portland OR

**CITY**

97204

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

R-3

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**

MEETING DATE: JUL 08 1993

AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Ratification of the Collective Bargaining Agreement between Multnomah County and Local #88, AFSCME (Juvenile Groupworker)

**BOARD BRIEFING** Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING:** Date Requested: July 8, 1993

Amount of Time Needed: 5 minutes

**DEPARTMENT:** Office of the Chair **DIVISION:** Labor Relations

**CONTACT:** Ken Upton **TELEPHONE #:** 248-5135 EXT 2168  
**BLDG/ROOM #:** 106/1400

**PERSON(S) MAKING PRESENTATION:** Ken Upton

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

**SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):**

This Agreement has been ratified by the Juvenile Groupworker bargaining unit represented by Local 88 AFSCME and is now presented to the Board for ratification.

7/9/93 original signature pages  
x 9 to Ken Upton

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** Hank Higgins

OR

**DEPARTMENT MANAGER:** \_\_\_\_\_

MULTNOMAH COUNTY  
OREGON  
1993 JUN 30 AM 10:37  
CLERK OF BOARD OF  
COUNTY COMMISSIONERS

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

**Any Questions: Call the Office of the Board Clerk 248-3277/248-5222**



# MULTNOMAH COUNTY OREGON

GLADYS MCCOY  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

(503) 248-5015  
(503) 248-3312  
(503) 248-5135  
(503) 248-3883  
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING  
1120 S.W. FIFTH, 14TH FLOOR  
P.O. BOX 14700  
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR  
PORTLAND, OREGON 97202

## MEMORANDUM

TO: Board of County Commissioners

FROM: Kenneth Upton, Labor Relations Manager 

DATE: June 29, 1993

SUBJECT: Local 88 Juvenile Groupworker Collective Bargaining Agreement

Attached is the collective bargaining agreement between Multnomah County and Local 88 governing employees in the Juvenile Groupworker bargaining unit. While there are technical changes of importance operationally, the key points from a policy maker's perspective are as follows:

1. Wages

Structurally the general wage increases are the same as for the Local 88 General Employees Unit as follows:

July 1, 1992	4%
April 1, 1993	3%
July 1, 1993	3%
July 1, 1994	CPI clause:
	Minimum 2.5%
	Maximum 4.5%

This unit has not had a wage increase since July 1, 1990, so the wage freeze "catch up" is included in the above.

In addition to the above settlement, effective July 1, 1992, there were two steps (4% each) added to the top of the classifications in this bargaining unit. These steps were added to reach closure on all issues in a way which protected the County's interests with regard to both economic and non-economic issues by avoiding an interest arbitration. Budget has reviewed an estimate of the cost of this change at \$8,599 in

ongoing cost for FY 92-93. In FY 93-94 there will be an additional ongoing cost of \$15,078, i.e. the total ongoing cost difference for FY 93-94 between the 4% - 3% settlement alone and this agreement is approximately \$23,677.

2. Health and Welfare

The Union accepted the same package as Local 88 General Employees on all issues of interest, e.g. Domestic Partners, the PPO Plan, etc.

3. Non-Economic

The status quo for this bargaining unit was not the 92-95 General Employees Unit. It was the 1991-92 Agreement. The transition between these contracts involved a very large number of technical changes as well as a number of major policy issue changes, e.g.'s Drug and Alcohol Policy, Workload, Volunteer Usage, etc. These technical and policy issue changes were generally accepted with few differences from the General Employees Agreement. One difference discussed earlier with the Board was that we agreed to not use volunteers for security positions, nor to use any volunteer to replace a Juvenile Groupworker resulting in his or her layoff. Given the nature of a detention facility, these restrictions appear reasonable.

I trust the above summary is adequate. Please call if you have any concerns. Our plan is to ratify July 8 and pay the employees July 16, which would be a plus in terms of morale for employees who haven't seen a pay raise for a long time.

N:\DATA\WPCENTER\LABREL\LBKU029

Attachment

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 2DEFINITIONS

Part-time employee. An employee regularly scheduled to work forty (40) hours or more during two work weeks, 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 to a permanent position from a list certified by the Employee

Services Division. Effective upon execution of this agreement, part-time employees will serve a one calendar year probationary period. 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.

Department. A "Department" is any organization so deemed by the Board of County Commissioners. The Office of the Sheriff and the Office of the District Attorney shall also be deemed Departments for purposes of this Agreement. Nondepartmental employees currently assigned to the Office of the Chair shall be deemed in a department for purposes of this Agreement until and if they are reorganized into a departmental structure. The Labor Relations Manager shall be deemed "Department Director" for any functional purpose of this Agreement for such employees.

The County shall notify the Union no later than thirty (30) days prior to the effective date of creation of a new Department of the title of the new Department and, if available, the name of the new Department Director or Acting Director.

ARTICLE 2. DEFINITIONS

ARTICLE 3  
RECOGNITION

1. Definition of Unit.

The County recognizes Local 88, AFSCME, AFL-CIO, as the sole and exclusive bargaining agent for Juvenile Groupworker and Juvenile Groupworker Supervisors as designated by the Employment Relations Board in UC-4-92. Disputes concerning additions or deletions from this unit shall be handled in accordance with the requirements of the Oregon Public Employees Collective Bargaining Act.

2. Temporary Employees and Temporary List

The parties recognize that temporary employees may be hired to fill, on a temporary basis, budgeted bargaining unit positions. Temporary employees who are hired to fill permanent vacancies in such positions may do so for a period not to exceed sixty (60) days unless a recruiting job announcement has been issued, or unless there has been a mutual agreement between the County and Local 88 to extend the sixty (60) day period. 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 pay, organization, and duration of employment and such other relevant information as may be reasonably obtained from the County's personnel data base.

3. Certification of Union Officers

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. Certification of County Designee

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

5. Volunteers

The County shall have the right to use volunteers at any time for any purpose, provided, however:

a. Volunteers shall not be utilized for "guard" purposes as that term has been defined by the Employment Relations Board, i.e., keeping the incarcerated juveniles in, and under the control of,

6

the Juvenile Justice Division in a juvenile detention facility.

b. The implementation of a volunteer program or use of a volunteer shall not replace a Juvenile Groupworker resulting in his or her layoff.

ARTICLE 3. RECOGNITION

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 4. MANAGEMENT RIGHTS

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, or if the County implements a twice monthly payroll, this proportion shall increase to 0.5 at the time of transition to such payroll.

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.

ARTICLE 5. UNION SECURITY AND CHECK OFF

c. A monthly service fee from any member of the bargaining unit who has not joined the Union within thirty (30) days from appointment from a certified civil service list to a permanent position. 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 safe-guard 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. Any such employee shall pay the in-lieu-of-dues

ARTICLE 5. UNION SECURITY AND CHECK OFF

payment to a non-religious charity mutually agreed upon by the employee making such payment and the Union, or the employee may request that such in-lieu-of-dues payment not be 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.

ARTICLE 5. UNION SECURITY AND CHECK OFF

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 5. UNION SECURITY AND CHECK OFF

ARTICLE 6  
NO 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

ARTICLE 6. NO STRIKE OR LOCK OUT CLAUSE

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. NO STRIKE OR LOCK OUT

ARTICLE 7HOLIDAYS1. Holidays.a. Recognized and Observed Holidays.

The following days shall be recognized and observed as paid holidays for permanent employees (subject to Subsection 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)
- Presidents' Day (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans' Day (November 11th)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th)
- 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. The four-hour "Eve" leave shall be prorated for part-time employees based on the fraction of a full-time position the employee normally works.

- 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).

For a holiday to be deemed a recognized and observed holiday, an employee must be in pay status both on the employee's scheduled work day before and the employee's scheduled work day after the holiday.

b. Permanent Part-time Employees, and Irregular Full-time Employees.

(1) Part-time Employees

Part-time employees shall be entitled to holiday leave on observed holidays for the length of the employee's scheduled shift on that date; provided, however, that the amount of the leave shall not exceed the fraction of a full-time position which is normally

worked by the employee times eight (8) hours, 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, personal holiday or leave without pay at the employee's option. If the length of the employee's shift on the observed holiday would be less than 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, then the employee shall be credited with personal holiday time for the difference.

(2) Irregular Full-time Employees

It is recognized that there are certain full-time employees who are scheduled for less than forty (40) hours per week or for days of varying length. These employees shall be treated as permanent part-time employees for purposes of this subsection.

ARTICLE 7. HOLIDAYS

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 not working a four day or five day week:

The dates designated in Section 1.a. above shall be deemed the observed holiday if the date falls on an employee's regular day of work. Otherwise, the employee shall be credited with personal holiday time for the holiday time to which he or she would have been entitled.

ARTICLE 7. HOLIDAYS

d. Christmas Eve or New Year's Eve: If the employee works other than day shift, "Eve leave" holiday time shall be taken preceding or following the scheduled time off for Christmas or New Year's holiday at employee's discretion with supervisor's consent; provided that if the supervisor determines that holiday usage on either date is impracticable, the employee shall be credited with the entitled number of hours of Personal Holiday.

3. Holiday Pay.

a. A permanent employee required to work on an observed holiday other than a personal 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 for which the employee was eligible for holiday leave. Any additional hours will be paid at the regular rate of pay. The employee will also be granted the number of hours of leave to which he/she was eligible. The employee may elect to accumulate such leave as additional Personal Holiday time 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.

ARTICLE 7. HOLIDAYS

b. To be eligible for holiday pay as provided in Section 3.a. above, permanent employees must be in pay status both on the employee's scheduled work day before and on the employee's scheduled work day after the observed holiday worked.

4. Holiday During Leave.

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

ARTICLE 8  
VACATION LEAVE

1. 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. Effective the payroll period following execution of this Agreement, vacation credits shall be earned in accordance with the schedule in Subsections a. through d. below, which credits will be shown on the employee's check stub. However, the accrual rate of any employee adversely affected by changes made in Subsections a. through d. by this Agreement shall be red circled at the rate he or she previously enjoyed.

In Subsections a. through d. below, years are seniority years as defined in Article 21. Weeks are for general guidance only.

- a. Less than Five Years - Two Weeks Per Year  
Less than five (5) years of continuous service, .0385 hours per straight time hour worked or hour of paid leave, 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 Five (5) years but less than ten (10) years of continuous service, .0577 hours per straight time hour worked or hour of paid leave, cumulative to 240 hours; and shall be entitled to use accumulated vacation.
- c. Ten Years but less than Fifteen Years - Four Weeks Per Year Ten (10) years but less than fifteen (15) years of continuous service, .0769 hours per straight time hour worked or hour of paid leave, cumulative to 320 hours; and shall be entitled to use accumulated vacation.
- d. Fifteen Years or More - Five Weeks Per Year Fifteen (15) years or more of continuous service, .0961 hours per straight time hour worked or hour of paid leave, 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. Employees will accrue vacation leave during a leave of absence without pay only if they worked or were on paid leave during the pay period in which the leave without pay occurred.

4. After six (6) months 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.

ARTICLE 8. VACATION LEAVE

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.

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 8. VACATION LEAVE

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.

Sick leave may also be used by employees during Parental Leave as defined by ORS 659.360, except that the amount of leave taken by the other parent of the employee's child will not affect the amount of Parental Leave available to the employee.

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.

ARTICLE 9. SICK LEAVE

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 accrue sick leave during a leave of absence without pay only if they worked or were on paid leave during the pay period in which the leave without pay occurred.

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. Disability Insurance.

a. Short Term Disability.

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.

b. Long Term Disability.

(1) Effective July 1, 1993, all bargaining unit employees will be covered by a County-paid group long term disability insurance policy, the provisions of which will be the same as those in Standard Insurance group policy #607217.

(2) Effective July 1, 1993, the County will pay for medical and dental insurance coverage for a period of up to six months beyond the month in which benefits would normally terminate for an employee with an approved long term disability claim. However, employees who "opt out" of benefits coverage under the provisions of Article 11, Section 3.b. of this Agreement will not be eligible for continued County-paid coverage under this Section (Section 7.b.(2)).

8. 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, personal holiday, or leave without pay at the employee's option. Leaves without pay shall be subject to the approval of management.

ARTICLE 9. SICK LEAVE

ARTICLE 10  
OTHER LEAVES

1. 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.

ARTICLE 10. OTHER LEAVES

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.

ARTICLE 10. OTHER LEAVES

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.

## ARTICLE 10. OTHER LEAVES

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 10. OTHER LEAVES

ARTICLE 11HEALTH AND WELFARE1. Medical-Hospital.a. Execution Date - September 1, 1993

Effective the execution date of this Agreement, 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. Effective the month following the month of execution of this agreement, any child whose medical/dental benefits must be paid as the

result of a court order shall be deemed a "dependent child" for purposes of eligibility for coverage by County Medical/Dental plans.

b. September 1, 1993

Effective September 1, 1993 the terms specified in Section 1.a. above shall apply, except that the Indemnity Medical Plan will change from the basic/major medical plan in effect August 31, 1993 to the comprehensive Preferred Provider Organization (PPO) plan administered under Amendment No. 4 to Contract No. 9400 between Multnomah County and ODS Health Plan.

2. Dental Plan.

a. Execution Date - September 1, 1993

Effective the execution date of this Agreement, 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.

Coverage shall include the employee and his or her immediate family, i.e., wife/husband and eligible dependent children. Effective the month following the month of execution of this agreement, any child whose medical/dental benefits must be paid as the result of a court order shall be deemed a "dependent child" for purposes of eligibility for coverage by County Medical/Dental plans.

b. September 1, 1993.

Effective September 1, 1993 the terms specified in Section 2.a. shall apply, except that the Indemnity Dental Plan schedule of payment will change to the schedule in Amendment No.3 to contract No. 3600 between Multnomah County and ODS Medical Plan. The Dentacare option will simultaneously be eliminated.

3. Enhancements.

Effective September 1, 1993 the enhancements described in Subsections a. and b. below will be available to eligible employees:

a. Flexible Spending Accounts.

To the extent permitted by law Flexible Spending Accounts (FSA), which allow employees to pay for deductibles and unreimbursed medical, dental, and vision expenses with pre-tax wages, will be available according to the terms of the Multnomah County Medical Expense Reimbursement Plan dated January 1, 1992. Furthermore, each non-smoking employee who enrolls between September 1, 1993 and December 31, 1993 will be given a \$45 credit to his/her account.

b. Opt-out: Cash in Lieu of Benefits.

(1) Employees who certify themselves as covered under a non-County medical/vision plan may elect to waive medical/vision benefits. Full-time employees electing waiver will receive an amount equivalent to 33% of the highest two-party medical/vision premium. Part-time employees electing waiver will receive one-half of 33% of the highest two-party medical/vision premium. Employees may waive medical/vision coverage and still elect County dental coverage if no other dental coverage is available to them. Part-time employees retaining dental coverage must pay 50% of the premium for such coverage as required under Section 5. below.

ARTICLE 11. HEALTH AND WELFARE

(2) If an employee who has waived County coverage through "Opt out" loses his or her non-County coverage, he or she may enroll in the County plan within thirty (30) days of losing the non-County coverage without waiting for Open Enrollment.

(3) Except as may be required to maintain conformity with the Internal Revenue Code, the County and its agents will administer the "Opt-out" plan described in this Section (Section 3.b.) solely in accordance with the provisions of the draft plan document entitled "Multnomah County, Oregon, Cafeteria Plan" dated February 21, 1992, which was provided to the Union in the course of the bargaining process.

4. Default Enrollment.

Effective September 1, 1993, new full-time employees or employees changing from part-time to full-time status who fail to submit timely application for "Opt-out" (which is effective September 1, 1993 and thereafter) or for enrollment into the medical and dental benefits plans described in Sections 1. and 2. above will be enrolled in the Indemnity medical and dental plans by default. Eligible dependents of such employees may be

enrolled in the same plans if the employee submits application within 15 days of receiving notice of his or her default enrollment.

5. Part-time Employees.

a. Part-time Premium Contributions.

Part-time employees shall receive full Medical and Dental benefits upon payment of fifty percent (50%) of the monthly premium by the employee to the County. Effective September 1, 1993, employee-paid premium contributions toward the County's medical and dental plans will be paid with pre-tax dollars through payroll deduction according to guidelines for premium conversion set forth in the Internal Revenue Code, Section 125.

b. Mandatory Enrollment of Part-time Employees.

Effective September 1, 1993 new part-time employees and employees changing from full-time to part-time status who fail to submit a timely application for "Opt-out" or for enrollment into the medical and dental benefits plans described in Sections 1. and 2. above will mandatorily be enrolled in the Indemnity Medical Plan by default. Such employees may, if allowed

by IRS regulations, "opt out" under the provisions of Section 3.b. above, or they may choose to participate in the Indemnity Dental Plan and/or enroll eligible dependents in the Indemnity medical and/or dental plans by application within 15 days of receiving notice of his or her default enrollment. Also effective September 1, 1993, all part-time employees hired prior to September 1, 1993 who do not "opt out" will be mandatorily enrolled on the same basis as new employees.

c. Part-time to Full-time.

During the life of this Agreement 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.

6. Domestic Partners.

Effective September 1, 1993, in lieu of spouse coverage an employee may enroll his or her domestic partner with whom he or she has a domestic partnership,

as defined in Addendum F, and the partner's eligible dependents for coverage under Section 1. and Section 2. of this article subject to the terms set forth in the Affidavit attached hereto as Addendum F and by this reference incorporated herein. As a further precondition of coverage, all employees enrolling for new or changed coverage after the signing date of this Agreement, whether married or with a domestic partner, shall be required to complete, sign, and submit to the Employee Services Division a copy of the Affidavit attached hereto as Addendum F. Employees whose marriage or domestic partnership terminates must complete, sign, and file with the Employee Services Division a copy of the Statement of Termination of Marriage/Domestic Partnership set forth in Addendum G of this agreement. Enrollment times and other procedures for administration of the medical and dental insurance plans shall be applied to employees with domestic partners in the same manner as to married employees.

7. Eligibility for Medical and Dental Coverage.

Effective the execution date of this Agreement, the following terms shall apply:

Coverage under Sections 1. and 2. of this Article shall include the employee and his or her

ARTICLE 11. HEALTH AND WELFARE

immediate family as specified in Sections 1.a. and 2.a. above or (effective September 1, 1993) the employee's domestic partner and the partner's eligible dependents as provided in Section 6. above. Coverage under Section 1. and default coverage provided for under Section 4. and Section 5.b. commences on the first of the calendar month following the calendar month in which the employee commences work following hire or rehire, unless the employee commences work on the first calendar day of the calendar month in which case coverage commences at the time the employee commences work. Coverage under Section 2. commences on the first of the calendar month following completion of six (6) months of continuous County service following hire or rehire. After initial qualification for coverage, termination and recommencement of coverage (toward which the County contributes) shall be governed as follows:

a. Coverage at Termination.

If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteen (15th) day of the calendar month in which the employee's County employment terminates, that employee's

coverage toward which the County has contributed will lapse at the conclusion of that calendar month. If such work day falls after the fifteen (15th) of the calendar month in which the employee's County employment has terminated, coverage toward which the County has contributed will lapse at the end of the immediately succeeding calendar month. (Example: Employee A resigns effective July 15. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B resigns July 16. Employee B's coverage toward which the County has contributed will lapse August 31.)

b. Coverage when Going on Unpaid Leave.

If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteen (15th) day of the calendar month in the calendar month in which the employee's authorized leave without pay commences, coverage toward which the County has contributed will lapse at the conclusion of the calendar month in which the leave commences. If such day falls after the fifteen (15th) day of the calendar month in which such unpaid leave commences, coverage toward which

the County has contributed will lapse at the end of the immediately succeeding calendar month. (Example: Employee A's last regularly scheduled work day worked is July 15, and his or her unpaid leave commences July 16. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B's last regularly scheduled work day worked is July 16 and his or her unpaid leave commences July 17. Employee B's coverage toward which the County has contributed will lapse August 31.)

c. Coverage Upon Return from Unpaid Leave.

If the employee is scheduled to and returns from an authorized unpaid leave of absence on or before the fifteen (15th) day of the calendar month the employee's coverage toward which the County shall make its normal contribution shall be effective on the first day of that calendar month. If the employee is scheduled to and returns from such leave without pay after the fifteenth (15th) day of the calendar month, the employee's coverage toward which the County contributes will be effective on the first day of the immediately succeeding calendar month. (Example: Employee A's

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

8. 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 payroll deduction with premiums varying according to age of the employee. Insured employees will be provided a certificate evidencing such insurance.

ARTICLE 11. HEALTH AND WELFARE

9. 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.

10. 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.

11. Unemployment Insurance.

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

12. 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.

13. Social Security.

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

14. Health and Welfare Labor/Management Committee.

To ensure full understanding and participation by members of this bargaining unit in the Health and Welfare information and plan development process, one member from this bargaining unit shall be appointed to attend the General Employees Health and Welfare Labor/Management Committee. This appointee shall be in addition to and not substitute for a member from the General Employees Unit unless such substitution is opted for by the Union.

15. 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.

16. Drug and Alcohol Policy and Procedure.

The County's Alcohol and Drug Policy and Procedure is attached hereto as Addendum H, and those matters therein which are a mandatory subject of bargaining are deemed part of this Agreement. This policy will not be changed in application to this bargaining unit for any matter which is a mandatory subject of bargaining except for changes made to conform

ARTICLE 11. HEALTH AND WELFARE

to law, or as mutually agreed between the Union and the Labor Relations Manager, except that in response to Union concerns regarding potential abuse the following exceptions or amendments will be implemented:

a. Employees may be subjected to random, or periodic unscheduled, testing only as a term of a last chance agreement.

b. The Drug and Alcohol Program shall not be implemented in the Juvenile Justice Division until the County has provided a supervisory training program. The County will certify in writing to the Union a list of supervisors who have been trained. A supervisor who has not been so certified may not make the determination of "reasonable suspicion," and in such instances where an untrained supervisor has occasion to make such a determination, another certified supervisor will be required to apply the provisions of Section 16.c. below.

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

- (1) The supervisor shall articulate orally a summary of the specific facts which form the basis for believing that the employee is under the influence of drugs or alcohol; and
- (2) The supervisor shall provide upon request within forty eight (48) hours of the oral determination of "reasonable suspicion" a written specification of the grounds for reasonable suspicion; and
- (3) Except in field or shift circumstances which render contact difficult, no supervisor shall refer an employee for a drug or alcohol test based on "reasonable suspicion" unless the supervisor has consulted with another exempt person regarding the grounds for the suspicion.

17. Availability of Plan Documents.

Copies of reference documents cited in this Article, in Article 9, Section 1, on Parental Leave, and in Article 9, Section 7, Disability Insurance are available upon employee request to the Employee Health and Benefits Section.

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

ARTICLE 12. WORKERS' COMPENSATION AND SUPPLEMENTAL  
BENEFITS

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

ARTICLE 12. WORKERS' COMPENSATION AND SUPPLEMENTAL  
BENEFITS

employees with approved claims, supplemental benefits shall be paid for no more than three hundred and twenty (320) hours of the employee's regular working hours or for a period equal to the amount of accrued sick leave hours at the time of injury, whichever is greater. Such payments shall not be chargeable to accrued sick leave.

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

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

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.

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 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 13  
GENERAL WORK PROVISIONS

1. Normal Work Day.
  - a. The regular hours of work each shift shall be consecutive except for interruptions for meal periods.
  - b. Full-time employees working forty (40) hours per week on a five (5) day per week work schedule shall work eight (8) hours per day excluding the meal period.
  - c. Full-time employees working forty (40) hours per week on a four (4) day per week work schedule shall work ten (10) hours per day excluding the meal period.
2. Work Week.
  - a. Full-time Employees Working Forty (40)

Hours Per Week.

Unless waived by the Union and the Labor Relations Manager, the work week for full-time employees working forty (40) hours per 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 week for such employees 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.

b. Full-time Employees Working Less Than Forty (40) Hours Per Week and Part-time Employees.

Unless waived by the Union and the Labor Relations Manager, the work week for full-time employees working less than forty (40) hours per week and part-time employees shall be as scheduled by the County and shall consist of consecutive days with consecutive hours of work which need not begin or end with the beginning or ending of the calendar week, but may begin on any day and at any hour of the day.

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; or unless such notice is voluntarily waived in writing by the employee with a copy mailed to the Union.

4. Rest Periods.

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift, when the shift is six (6) or more hours in length, provided that a second break shall be required

ARTICLE 13. GENERAL WORK PROVISIONS

only if the employee's schedule requires over two (2) hours after the last break or meal period. For eight (8) and ten (10) hour per day employees, rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever practicable. When a shift is six or fewer hours in length, work schedules shall provide for a fifteen (15) minute rest period to be scheduled by management. Employees who, for any reason, work beyond their regular quitting time on an eight (8) hour or longer shift 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 working six (6) hours or more in a shift 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 working an eight (8) or ten (10) hour shift who is requested to and does work two (2) hours beyond his or her regular

quitting time. Whenever practicable, for an employee on an eight (8) or ten (10) hour shift, the meal period 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. Alternative Supervision or Continuous Duty Schedule.

It is recognized that management has designated some or all positions in this bargaining unit as involved in continuous supervision of juveniles or other continuous duty. Management retains the right to designate any or all positions as such. The scheduling of meal periods and breaks for employees so designated shall be based exclusively on management judgment of the need for supervision of juveniles or involvement in other

continuous duty. It is understood that juveniles are to be supervised, or other continuous duty is involved, during the meal period. It is recognized that breaks for positions designated under this section may be on a "when available" basis and may involve continued supervision of juveniles or other duties. As full and complete compensation for and waiver of any and all terms elsewhere in this agreement necessitated by the break and meal provisions of this section, any employee so assigned shall be paid eight hours of pay for an eight hour day which includes a thirty (30) minute meal period.

7. 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".

8. 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.

9. Uniform Time Charging Provisionsa. 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.

ARTICLE 13. GENERAL WORK PROVISIONS

(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.

10. To the extent allowable by law, the provisions of this Article and other provisions of this Agreement constitute an express waiver of ORS 279.340 as provided by ORS 279.342 (5) (b). Copies of the above cited statutes are available upon employee request to the Labor Relations Section.

ARTICLE 14  
COMPENSATION

1. Wages.

a. July 1, 1992 and April 1, 1993

Effective one minute until midnight, June 30, 1992, employees allocated to the classifications in this bargaining unit as specified below shall be placed in the below cited pay ranges in accordance with the reclassification rule. The rates and ranges of these employees shall then be subject to the general increase provided for below in this section for July 1, 1992 and April 1, 1993.

Steps in the New Range

CLASSIFICATION	1	2	3	4	5	6	7	8
Juvenile Groupworker	11.14	11.47	11.82	12.17	12.54	12.92	13.44	13.98
Juvenile Groupworker Supervisor	13.98	14.41	14.83	15.24	15.72	16.17	16.82	17.49

Effective July 1, 1992 the rates and ranges of employees covered by this Agreement shall be increased four percent (4.0%) and they shall be compensated in accordance with the Wage Schedule attached to this Agreement as Addendum A, which by this reference is incorporated herein. Effective April 1, 1993, the rates and ranges of employees covered

ARTICLE 14. COMPENSATION

by this Agreement shall be increased an additional three percent (3.0%), and they shall be compensated in accordance with the Wage Schedule attached as Addendum A-1, which is incorporated herein. During the life of the Agreement and following notification to the Union, the Employee Services Director has the right to grant higher increases to selected classifications than are specified elsewhere in this Article, or to place classifications in higher salary ranges and place employees in such ranges in accordance with the reclassification procedure. Furthermore, with the approval of the Director of Employee Services, a supervisor may hire employees at any step above the entry step.

b. July 1, 1993

(1) CPI Formula

Effective July 1, 1993 the rates and ranges of employees covered by this Agreement shall be increased in accordance with the following formula:

$$\begin{array}{rcl}
 (\% \text{ increase in CPI} & ) & ( \quad \% \quad ) \\
 (\text{National Urban Wage} & ) & ( \text{ increase} \quad ) \\
 (\text{Earners and Clerical} & ) & = ( \text{ in each} \quad ) \\
 (\text{Workers Index -} & ) & ( \text{ wage} \quad ) \\
 (\text{March 1992 to} & ) & ( \text{ rate} \quad ) \\
 (\text{March 1993} & ) & ( \quad )
 \end{array}$$

The minimum adjustment shall be two and five tenths percent (2.5%).

The maximum adjustment shall be four percent (4%).

ARTICLE 14. COMPENSATION

(2) Reopener

In the event that the County's estimated general fund resources in the executive budget for 1993-1994 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, the terms of Section 1.b.(1) above shall not be implemented and negotiations will commence on or before April 15, 1993 for substitute terms for Article 14, Section 1.b.(1).

c. July 1, 1994(1) CPI Formula

Effective July 1, 1994 the rates and ranges of employees covered by this Agreement shall be increased in accordance with the following formula:

$$\begin{array}{rcl}
 (\% \text{ increase in CPI} & ) & ( \quad \% \quad ) \\
 (\text{National Urban Wage} & ) & ( \text{ increase} \quad ) \\
 (\text{Earners and Clerical} & ) & = ( \text{ in each} \quad ) \\
 (\text{Workers Index -} & ) & ( \text{ wage} \quad ) \\
 (\text{March 1993 to} & ) & ( \text{ rate} \quad ) \\
 (\text{March 1994} & ) & ( \quad )
 \end{array}$$

The minimum adjustment shall be two and five tenths percent (2.5%).

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

(2) Reopener

In the event that the County's estimated general fund resources in the executive budget for 1994-1995 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, the terms of Section 1.c.(1) above shall not be implemented and negotiations will commence on or before April 15, 1994 for substitute terms for Article 14, Section 1.c.(1).

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, except as provided for in Article 13, Section 6.

3. Pay Periods.

The wages of employees shall be paid biweekly 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. A twice monthly pay period may be implemented following sixty (60) days' notice to the Union. In that event, the preceding provisions of this section (Section 3) shall not apply. If a twice monthly

pay period is implemented, the pay periods shall be the 1st through the 15th of each month and the 16th through the end of each month. Employees shall be paid on the 7th and 22nd of each month. If the 7th or 22nd falls on a Saturday, Sunday, or Holiday, the pay date will be the preceding business day.

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 full-time 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 (1-1/2), provided that an employee required to begin his or her shift early shall not be eligible for this minimum.

b. Any part-time 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 either the flat time or overtime rate or a combination

thereof; provided that an employee required to begin his or her shift early shall not be eligible for this minimum. Overtime shall be paid for the hours over eight in a work day.

c. Any full-time employee normally scheduled for forty (40) hours per week called to work on any day other than his or her regularly scheduled work day shall be paid for a minimum of one-half (1/2) his or her normal work shift at the appropriate overtime rate.

d. Any other employee called to work on any day other than his or her regularly scheduled work day shall be paid for a minimum of four hours at the flat time rate or at the overtime rate for hours in excess of forty (40) in the work week.

6. Overtime.

a. Employees will be compensated at the rate of one and one-half (1-1/2) 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.

ARTICLE 14. COMPENSATION

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 (1-1/2) 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.

ARTICLE 14. COMPENSATION

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 heirs.
- Flexibility during the work week made at the employee's request is not subject to this section and is solely governed by Article 13.7.b.

#### ARTICLE 14. COMPENSATION

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.

## ARTICLE 14. COMPENSATION

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 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. The "current hourly rate" for purposes of this section shall include premium pay or differential pay. This payment rule shall also apply to replacement of supervisory employees, except in such instances in which the employee is formally given a written temporary appointment, in which case the Personnel Rule governing promotions shall apply. 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 E.

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.

ARTICLE 14. COMPENSATION

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.

b. Unknowing 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 Subsections a. or b. above, by payroll deduction over a reasonable period of time as determined by the Labor Relations Manager.

ARTICLE 14. COMPENSATION

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. Voluntary Standby Pay

Employees on a regular work schedule may volunteer to be placed on "standby" duty beyond their regularly scheduled workday or workweek and may be assigned an answering device for standby purposes to avail themselves of the opportunity to receive additional pay. Any such employee on voluntary standby status may refuse to report if called.

15. 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.

16. Premium Pay and Computation.

When computing the overtime rate or vacation or sick leave pay due an employee receiving premium pay, including shift differential as provided above, such premium pay must be included when the employee is regularly assigned to premium work.

17. Translation and Second Language Requirements.

It is understood and agreed that the requirement to have varying degrees of proficiency in a second language within a classification may be an expectation for employees assigned to certain positions. Such requirements will not be a component of classification nor in the alternative require any special premium.

18. Reimbursement for Expenditures for Juvenile Detainees.

The Division will develop and distribute to all employees a procedure for reimbursing the purchase price of celebratory items such as cakes for juvenile detainees. Only pre-authorized expenditures will be reimbursed.

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 November 15, 1992, shall be in accordance with Addendum I, "Seniority List - Containing Seniority Dates and Anniversary Dates for the Local 88 Juvenile Groupworker - Classified Bargaining Unit - November 15, 1992" which by this reference is incorporated in this Agreement.

4. Effective July 1, 1992, anniversary dates for part-time employees shall be readjusted so that work performed during part-time status prior to July 1, 1992 will be credited and counted on a half-time basis; time served on July 1, 1992 and thereafter in part-time status

ARTICLE 15. ANNIVERSARY STEP INCREASES

will be credited and counted on a full-time basis for anniversary step increase purposes in accordance with the seniority provisions of Article 21.

ARTICLE 15. ANNIVERSARY STEP INCREASES

ARTICLE 16PENSIONS1. PERS Membership.

Employees shall be eligible for participation in the Oregon Public Employees' 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. Retiree Medical Insurance

a. For purposes of this section, a "retiree" refers to a person who retired from the County on or after the execution date of this Agreement and, at the time of retirement, occupied a position covered by this bargaining unit. For purposes of this section, a "member" refers to an active employee(s) in a position covered by this Agreement.

b. Except as otherwise provided by this section, retirees may continue to participate in the County medical plan available to members. Coverage of eligible dependents uniformly terminates when coverage of the retiree terminates, except as otherwise required by applicable state or federal law.

c. To the extent members are permitted to choose from among two (2) or more medical insurance plans, retirees shall be permitted to choose between the same plans under the same conditions and at the same time as apply to members. Retirees participating in the members' medical insurance plan shall be subject to the application of any change or elimination of benefits, carrier, administrator or administrative procedure to the same extent and at the same time as are members.

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

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

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

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

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

(3) ten (10) years of continuous County service immediately preceding retirement in the event of disability retirement.

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

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

g. Part-time service in a regular budgeted position shall be prorated as half for purposes of the service requirements under subsection "e" of this section. (For example, part-time service for two (2) months would equal one (1) month toward the applicable service requirement.)

h. In addition to the other requirements of this section, continued medical plan participation or benefit of County contributions is conditioned on the retiree's continuous participation in the member's medical insurance plan from the time of retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e., 50% or 100% as applicable) of the monthly premium. Failure to continuously participate or make timely and sufficient payment of the applicable retiree portion of the monthly premium shall terminate the retiree's rights under this section. Payments by retirees of their portion of the monthly premiums under this section shall be timely if the retiree has directed PERS to regularly deduct his or her portion of the monthly premium from his or her pension check and remit the proceeds to the County's collection agent, or if it is received by the County's collection agent each month

at least thirty (30) days prior to the month for which the resulting coverage will apply. The Employee Services Division shall inform the retiree at the time he or she signs up for continued medical insurance coverage of the identity and address of the County's collection agent and shall thereafter inform the retiree of any change in collection agent at least forty-five (45) days prior to the effective date of such change.

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

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.

ARTICLE 17. 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 17. DISCIPLINARY ACTION

ARTICLE 18SETTLEMENT OF DISPUTES1. Grievance Procedure.

Any grievance or dispute which may arise between the parties [7] involving the application, meaning or interpretation of this Agreement [7] 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 or such other exempt supervisor as may be designated by management 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 ten (10) working days.

Mandatory Meeting. There will be a mandatory grievance meeting at Step I or II to formally discuss each grievance filed under this Agreement. Unless mutually waived by the parties, in attendance at the meeting will be:

- The employee;
- The manager or supervisor designated by the County; and
- The steward or other Union Representative.

If the grievance is a class grievance, a representative employee shall be in attendance.

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.

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.

#### ARTICLE 18. SETTLEMENT OF DISPUTES

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.

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 steward's and 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

ARTICLE 18. SETTLEMENT OF DISPUTES

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 employees in this bargaining unit in the Division of Juvenile Justice. 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 18. SETTLEMENT OF DISPUTES

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 Board of County Commissioners formally contemplates entering into an Intergovernmental Agreement(s) with another public employer which would transfer employees to or from the County. The County also agrees to provide Union with a specific plan and its probable impact relative to Intergovernmental Agreements involving employee transfer 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 19. CONTRACT WORK

ARTICLE 20  
WORKLOAD AND STANDARDS,  
TRAINING, AND PERFORMANCE EVALUATION

1. Workloads and Standards.

It is the County's right to establish the workload for employees. In addressing the assigned workload 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.

2. 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;

ARTICLE 20. PRODUCTIVITY, TRAINING, AND PERFORMANCE EVALUATION

(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.

b. Any time an employee is required to participate in any development and training program 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.

ARTICLE 20. PRODUCTIVITY, TRAINING, AND PERFORMANCE  
EVALUATION

d. The County will reimburse an employee for the cost of tuition for any course of study taken on employee's own time which is directly related to the 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.

3. 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.

4. 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 21

SENIORITY AND LAYOFF

1. 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:

(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) Test score on the Civil Service Examination for the classification; if a tie occurs, then

(5) 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 for time served prior to July 1, 1992 and on a full-time basis on July 1, 1992 and thereafter.

(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.

ARTICLE 21. SENIORITY AND LAYOFF

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

(5) Within the same classification, time spent in temporary employment status after December 31, 1981, shall be taken into account. Subsequent temporary 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.

ARTICLE 21. SENIORITY AND LAYOFF

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

(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.

ARTICLE 21. SENIORITY AND LAYOFF

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

ARTICLE 21. SENIORITY AND LAYOFF

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.

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.

ARTICLE 21. SENIORITY AND LAYOFF

(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 the Personnel Rules, Rule 15, 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  
ARTICLE 21. SENIORITY AND LAYOFF

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.

ARTICLE 21. SENIORITY AND LAYOFF

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.

ARTICLE 21. SENIORITY AND LAYOFF

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.

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 November 14, 1992, through the grievance procedure outlined in this Agreement only if their seniority date materially and adversely impacts them. However, the "materially and adversely" standard shall not apply to new lists showing seniority within the County and seniority within classification which shall be provided to the Union and posted on all Union bulletin boards on or about

ARTICLE 21. SENIORITY AND LAYOFF

November 15 and April 15 of each fiscal year, beginning in FY 93-94. Employees may protest their seniority calculation on any new list through the grievance procedure, provided that they file at Step 3 a formal written grievance within thirty (30) days of the date the list is posted. If no grievance is filed within that time, the seniority calculation is deemed correct. A grievance may be filed only with respect to seniority accrued since the prior list. Seniority calculations for time served prior to November 15, 1992, is not subject to the grievance procedure.

f. Calculation of seniority for time served prior to November 15, 1992, shall be in accordance with Addendum I, Seniority List November 15, 1992. This list is incorporated as a part of this Agreement by reference. The computation of seniority for time served subsequent to November 14, 1992, shall be in accordance with this Article. However, effective the execution date of this agreement the rule involving the application of temporary time to employees permanently appointed on or after the execution date of this agreement shall be as follows:

#### ARTICLE 21. SENIORITY AND LAYOFF

(1) All continuous, contiguous service prior to the time of permanent appointment in a position which has been classified or formally labeled the same as the classification to which the employee is appointed shall count.

(2) All continuous, contiguous time served as a "Temporary Worker" shall count if it is substantially the same as the classification to which the employee is permanently appointed. The determination of whether the duties were "substantially the same" must be a reasonable one on the part of the County.

(3) No other temporary time shall count. The determinations specified in (1) and (2) above shall be communicated by the Employee Services Division to the employee within sixty (60) days of the date of permanent appointment. The employee shall have ten (10) working days from receipt of this determination to mail an appeal. If no appeal is received, the determination shall stand.

7. Seniority of and Bumping by Exempt Employees

The only exempt employees, or members of other bargaining units, who may bump into the bargaining unit are those who are in the Classified service and who have

previously been a member of the Juvenile Groupworkers - Classified bargaining unit, or in a classification which subsequently became part of this unit. Only time served in Classified exempt and nonexempt status shall apply for bumping purposes.

8. Special Provisions to Save Employees From Layoff

It is recognized by the parties that employees who are to be laid off or involuntarily demoted because of their seniority within a classification within a department face difficult circumstances in being placed in alternative employment within the County. Any such employee who in lieu of layoff or demotion is placed in a classification not previously held or outside his or her promotional line shall be subject to a trial service period of three months to demonstrate his or her ability to perform or fulfill the requirements of the new classification. Any employee who in the opinion of the County is unsuccessful during this three month trial service period will be removed from their new classification and placed on the appropriate layoff list. Such an employee shall continue to be eligible for placement under the provisions of this section as long as alternative employment opportunities are being explored by management for affected employees.

ARTICLE 21. SENIORITY AND LAYOFF

9. Settlement of Grievances

The parties recognize that there were a number of seniority grievances outstanding as of the execution date of the Agreement between the County and the General Employees Bargaining Unit which may have implications as to the meaning and application of this Agreement. All such seniority grievances have been settled on a without prejudice or precedent basis except as may be specified in the terms of this Agreement in accordance with the terms and conditions specified in a letter from Multnomah County to the Union dated August 25, 1992, Subject: Terms and Conditions of Settlement.

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.

#### ARTICLE 22. SHIFT AND WORK ASSIGNMENT

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.

## ARTICLE 22. SHIFT AND WORK ASSIGNMENT

5. List of Work Units.

In order to assist the Union in enforcing the terms of the Agreement both in this Article as well as in others, the County will provide no later than April 1 of each fiscal year a comprehensive listing of all work units within the County by Department.

ARTICLE 23GENERAL PERSONNEL PROCEDURES1. Personnel Rules.

Future changes to the 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 V 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:

- (1) Subject the new classification or the substantially revised classification to the same point evaluation as is provided for in the consultant's response to RFP #8PO395. The point results of such an

evaluation may be subject to arbitral review by the Union before the Permanent Classification Arbitrator. 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.
- (2) The top of the pay range established by the County for any new classification shall be no more than 12.28% above the Policy Pay Line (1.1228 PPL) or below (0.8772 PPL) the top rate which would have resulted from application of the pay

policy line to the new classification, as adjusted by pay raises subsequent to the original pay line, pursuant to the points resulting from "(1)" above and the technical rules.

- (3) Within the specific restrictions provided in "(2)" above, referred to by the parties as the "Zone of Equity," the County shall establish a wage rate for any new or substantially revised 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.
- (4) The County may, at its discretion, establish a range higher than that which would be contractually mandated by "(1)" - "(3)" above, and which would be over the range resulting from the restrictions of the "Zone of Equity," in instances in which the Employee Services Division, based on substantial evidence, deems such

higher rate to be required by the market to attract and retain the desired quality of workforce in a particular classification.

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 23. GENERAL PERSONNEL PROCEDURES

ARTICLE 24  
GENERAL PROVISIONS

1. No Discrimination.

a. General. 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 a person with a disability unless bona fide job related reasons exist as provided by the Americans with Disabilities Act and rules promulgated under its terms. The Union shall share equally with the County the responsibility for applying the provisions of the Agreement.

b. Union Related. 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 related to participation in the Union.

2. No Prejudicial Harassment.

a. Prejudicial Acts Prohibited. 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 persons with disabilities, racial minority persons, persons having certain religious preferences or sexual orientation, or persons of a certain national origin.

b. Sexual Harassment Prohibited. 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.

ARTICLE 24. GENERAL PROVISIONS

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.

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.

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 no more than four representatives of each party. Three of the Union's representatives will be employees. The Committee will establish regular quarterly 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 matters pertinent to maintaining good employer-employee relationships.

ARTICLE 24. GENERAL PROVISIONS

8. Contract Negotiations.

a. The Union's Negotiating Team shall consist of not more than four (4) members, three (3) 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.

ARTICLE 24. GENERAL PROVISIONS

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 initial tailoring and repair of the uniform or protective clothing, or device shall be paid by the County, in accordance with the current practice.

10. Loss of Personal Property.

Employees who suffer a loss of personal property on County premises shall be provided a claims form by the Risk Management Division upon request. Premises, for this purposes, are defined as County facilities and vehicles. The Risk Management Division shall provide the requesting employee with a determination in writing by the County of the legal liability the County may have in the matter. The County will pay claims for which it determines it has legal liability.

Personal vehicles are expressly excluded from this provision. Loss or damage to employees' personal vehicles are the sole responsibility of the employee.

11. Safety

In order to further promote safety for Juvenile Groupworkers, one appointee to the already existing Juvenile Justice Division Safety Committee shall be a Juvenile Groupworker appointed by 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 25. SAVINGS CLAUSE AND FUNDING

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 Multnomah County Code 3.10 or its successor and the Personnel Rules. 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

ARTICLE 26. ENTIRE AGREEMENT

by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

Nothing in this Article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement; nor shall the Union and the County Chair or his or her designee(s) for labor relations be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.

ARTICLE 26. ENTIRE AGREEMENT

ARTICLE 27  
TERMINATION

This Agreement shall be effective as of the execution date of this Agreement, unless otherwise provided herein, and shall remain in full force and effect through the 30th day of June, 1995, and shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than January 31, 1995, 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 8th day of July, 1993.

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

MULTNOMAH COUNTY, OREGON CHAIR

BY \_\_\_\_\_  
President

BY [Signature]  
County Chair

BY \_\_\_\_\_  
Vice President

MULTNOMAH COUNTY, OREGON BOARD OF COUNTY COMMISSIONERS

BY \_\_\_\_\_  
Secretary

BY [Signature]  
Commissioner

BY \_\_\_\_\_  
Treasurer

BY [Signature]  
Commissioner

NEGOTIATED FOR THE UNION:

BY [Signature]  
Commissioner

\_\_\_\_\_  
Team Member

BY [Signature]  
Commissioner

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

Jim Smith  
Council Representative  
AFSCME Council 75

NEGOTIATED FOR THE COUNTY:

[Signature]  
Kenneth Upton  
Labor Relations Manager  
Multnomah County, Oregon

REVIEWED:

[Signature]  
Laurence Kressel  
County Counsel  
Multnomah County, Oregon

ADDENDUM A  
WAGE SCHEDULES FOR JUVENILE GROUPWORKERS - CLASSIFIED

Effective July 1, 1992, the following wage rates shall apply for the steps indicated:

CLASSIFICATION	1	2	3	4	5	6	7	8
Juvenile Groupworker	11.59	11.93	12.29	12.66	13.04	13.44	13.98	14.54
Juvenile Groupwork Supervisor	14.54	14.99	15.42	15.85	16.35	16.82	17.49	18.19

ADDENDUM A-1

Effective April 1, 1993, the following wage rates shall apply for the steps indicated:

CLASSIFICATION	1	2	3	4	5	6	7	8
Juvenile Groupworker	11.94	12.29	12.66	13.04	13.43	13.84	14.40	14.98
Juvenile Groupwork Supervisor	14.98	15.44	15.88	16.33	16.84	17.33	18.02	18.74

ADDENDUM B

MEMBERSHIP AND AUTHORIZATION FOR PAYROLL DEDUCTION  
MULTNOMAH COUNTY EMPLOYEES UNION LOCAL 88,  
AFSCME COUNCIL 75 - AFL-CIO

I, \_\_\_\_\_, having voluntarily elected to become a member of Multnomah County Employees Union Local 88, do hereby request and authorize deductions from my earnings an amount sufficient to provide for the regular payment of current Union dues, as established by Multnomah County Employees Union Local 88, AFSCME and as certified by it. Any change in that amount shall likewise be so certified. The amount to be deducted shall be immediately remitted to Oregon AFSCME Council 75 and this authorization is directed, as a contract between myself and all other members of Local 88, unless revoked by me in writing with a copy to the Treasurer of the Local Union.

Applicant's name: \_\_\_\_\_ Sex: \_\_\_\_\_

(please print)

Address: \_\_\_\_\_

Street City, State Zip

Social Security Number: \_\_\_\_\_

Occupation: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

"Dues, contributions, or gifts to AFSCME are not deductible as charitable contributions for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service."



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 Juvenile Groupworker classification shall be calculated by increasing the base hourly pay rates by six and eight tenths percent (6.8%).

4. Filling of Temporary Vacancies: Leadworker and Juvenile Groupwork Supervisor.

The County shall solicit the names of employees who are interested in working either as Leadworker or Juvenile Groupwork Supervisor in the event of temporary vacancies, e.g., due to illness. The County shall compile from such volunteers a list of employees it deems qualified and suitable to work on a temporary upgrade basis as either a Leadworker and/or Juvenile Groupwork Supervisor. Unless such assignment would result in

payment of overtime, the County shall attempt to contact and select an employee from the appropriate list before making an offer to an on-call worker, provided that any attempt to contact employees on the list shall be limited to six individuals. When an employee elects to work as a Leadworker or a Juvenile Groupwork Supervisor, and such election would require a change of shift of hours, the schedule change requirements of this agreement shall be deemed waived.

ADDENDUM EAUTO ALLOWANCE AND COMPENSATION1. Payment

Payment for mileage under this Addendum shall be made on a monthly basis, provided the employee has accumulated twenty dollars (\$20) of mileage. Payment of the base per Section 3.b. shall be on a monthly basis. No commuting mileage shall be paid by the County under the terms of Sections 2. - 4. below. In no event will payment be made later than the end of the fiscal year.

2. Incidental Use

An employee who does not drive an automobile as a condition of employment shall be reimbursed at the maximum rate per mile approved by the IRS as a nontaxable expense reimbursement without documentation (which will hereinafter be referred to as "the IRS rate") for miles driven at the requirement of the County.

3. Condition of Employment Usea. Designation

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.

b. Payment

An employee who is required to use his or her personal automobile as a condition of employment shall be paid at the IRS rate and shall also receive a base reimbursement of thirty dollars (\$30.00) per month, fifteen dollars (\$15.00) per month for part-time employees, provided that he or she is assigned to work in the field and to use his or her personal transportation. In no event, however, shall the aforementioned base payment be made in a month in which an employee drives no miles as a condition of employment.

4. Payment Rules for Alterations in Work Site

a. Temporary Reporting Place

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 rate provided in

Section 2. or 3. above as appropriate for additional miles traveled. 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 the 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 of mileage reimbursement.

b. Secondary Reporting Place

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 location, the employee shall be paid for the additional miles traveled to and from the secondary reporting place in accordance with Sections 2. or 3. above as appropriate. The time involved in traveling from the permanent reporting place to and from the secondary reporting place to the permanent reporting place shall be considered time worked for pay purposes.

5. Implementation.

The terms of Sections 1. through 4. above shall become effective the first day of the month following execution of this agreement.

ADDENDUM F  
MULTNOMAH COUNTY AFFIDAVIT OF  
MARRIAGE OR DOMESTIC PARTNERSHIP

I, (print name of employee) \_\_\_\_\_,  
certify that I and (print name of spouse or domestic  
partner)

\_\_\_\_\_ (check and complete  
either A. or B., whichever applies):

A. \_\_\_ were legally married on (date) \_\_\_\_\_,  
or have a Common Law Marriage recognized under  
Oregon law as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

B. \_\_\_ are and have each been the other's partner in a  
domestic partnership, as defined below. For  
purposes of this affidavit, a "domestic  
partnership"

is one consisting of two persons in which the  
members:

1. Jointly shared the same permanent residence for  
at least six (6) months immediately preceding the date of  
this affidavit and intend to continue to do so  
indefinitely;

2. Have a close personal relationship with each other;
3. Are not legally married to anyone; and
4. Are each eighteen (18) years of age or older;
5. Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;
6. Were mentally competent to contract when the domestic partnership began;
7. Are each other's sole domestic partner; and
8. Are jointly responsible for each other's common welfare including "basic living expenses." For purposes of this affidavit, "basic living expenses" means the cost of basic food, shelter, and any other expenses of a member of the domestic partnership which are paid at least in part by a program or benefit for which the partner qualified because of domestic partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.

This affidavit terminates upon the death of the signing employee's spouse or domestic partner or by a change in circumstances attested to in this affidavit. The signing employee must notify the Employee Services Division within thirty (30) days after such death or change by filing a Statement of Termination of Marriage/Domestic Partnership. After filing of a Statement of Termination of Marriage/Domestic Partnership, the employee may not file a new Statement of Marriage/Domestic Partnership for the purpose of enrolling a new domestic partner for six (6) months from the date such statement is received by the Employee Services Division.

NOTICE: Signing this affidavit may or may not have legal implications affecting relations between domestic partners beyond the extension of medical or dental insurance coverage for which it is intended. If you desire further information concerning the possible legal consequences of signing this form, please consult an attorney.

ADDENDUM F. AFFIDAVIT OF MARRIAGE OR DOMESTIC PARTNERSHIP





ADDENDUM H  
DRAFT DRUG AND ALCOHOL POLICY  
(Prepared by the Alcohol & Drug Taskforce  
August 5, 1992)

I. General

Multnomah County, in keeping with the provisions of the Drug Free Workplace Act of 1988, is committed to establishing and maintaining a work place which is free of alcohol and drugs and free of the effects of prohibited alcohol and drug use. To further these goals, the County shall provide clear expectations regarding employee behaviors related to alcohol and drugs. Employees shall be held fully accountable for adherence to these expectations. In turn the County shall also provide resources and information for employees to assist in preventing alcohol and drug problems and dependency and to aid in the rehabilitation process for those who have become drug or alcohol dependent.

II. Scope

A. Employees

This policy covers all County employees with the following exceptions:

- Deputy District Attorneys (whose existing policy precedes this one),

- Temporary and on-call employees (whose tenure and status renders application of the provisions impracticable, but from whom the County expects adherence to the work rules listed in Section III).

Additionally, the policy will apply to employees in a bargaining unit only when and if:

- The bargaining agent has agreed to its terms;  
or
- The County has exhausted its bargaining obligation under the Oregon Public Employees Collective Bargaining Act regarding the matters contained in this policy.

B. Applicants

Applicants for County employment are covered by the terms of this policy only as specifically stated in the sections regarding protection of confidentiality and pre-employment drug testing.

III. Employee Work Rules

In addition to existing work rules, while on duty or operating a County vehicle an employee shall:

- A. Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell alcohol or drugs, including alcohol containers and drug

paraphernalia, in or to the work place except when lawfully required as part of the job. An exception will be sealed alcohol containers for gift purposes.

- B. Not report for duty while under the influence of alcohol or drugs.
- C. Not absent him/herself from duty or be unfit to fully perform duties for reasons attributable to, or produced by, use of alcohol or prohibited drugs except as provided in the section "Use of Leave" for assessment and/or rehabilitation purposes.
- D. Not interfere with the administration of this Drug Policy. Examples include, but are not limited to, the following: tainting, tampering, or substitution of blood or urine samples; falsifying information regarding the use of prescribed medications or controlled substances; or failure to cooperate with any tests outlined in this policy to determine the presence of drugs or alcohol.
- E. Notify his/her supervisor prior to beginning work or operating equipment or a vehicle of any prescription or nonprescription medications which

may interfere with the safe and effective performance of duties or operation of County equipment or vehicles.

- F. Bring prescription drugs onto work premises in their original container with the name of the physician, patient and drug, and its dosage on it; or provide within twenty four (24) hours of request a current valid prescription in the employee's name for any drug or medication identified by the employee as the cause of his/her behavior.
- G. Disclose promptly (upon the next working day) and fully to his/her supervisor all drug or alcohol-related convictions, guilty pleas, or no contest pleas or diversions that:
1. are employment-related (i.e., conduct leading to conviction occurred while on-duty, on County property, or in a County vehicle); or
  2. result in a loss or limitation of driving privileges and the employee's job is identified as requiring a valid license; or
  3. adversely impact an employee's ability to perform his/her job.

IV. County Role

It is the County's role to ensure that:

- A. A copy of this policy is provided to all employees;
- B. All County managers and supervisors and employees receive training regarding the terms of this policy;
- C. Managers and supervisors are held responsible for implementation of this policy.
- D. The confidentiality requirements outlined in this policy are maintained.

Unless otherwise specifically stated in these procedures, the administrative responsibility for implementation of the County's role shall reside with the Department Managers, Elected Officials, and/or their designees.

V. Employee Assistance and Treatment

The County recognizes that its employees are its most valuable resource, and that drug and alcohol dependence is a treatable disease. Therefore, employees are encouraged to seek assistance for drug or alcohol problems at the earliest possible time and before work performance suffers. The County makes a variety of resources available to help

employees, through their benefits coverage and health promotion programs, as described in Section V, part "C" herein and Appendix A.

A. Voluntary Self-Referrals

The County recognizes that alcohol and drug abuse can be successfully treated and is willing to work with employees who may suffer from such problems. However, it is the employee's responsibility to seek assistance before drug and alcohol problems lead to disciplinary action. If an individual is concerned that he/she may have a substance abuse problem, he/she is encouraged to voluntarily seek assistance from professionals trained in substance abuse assessment and treatment. There are a number of helpful resources offered by the County, and/or the employee may use resources of their own choosing. Employees who voluntarily seek and obtain professional help for substance abuse problems, and who thereafter refrain from violating this Policy, will not be subject to

disciplinary action provided no job performance or conduct problems exist which would merit discipline, and provided no rule violations have occurred.

B. Mandatory Referral for Drug or Alcohol

Assessment Mandatory referral for assessment by a County-selected chemical dependency specialist shall be at the County's expense, and shall be specifically limited to those circumstances in which:

- The employee acknowledges having a drug/alcohol problem when being confronted on a job performance issue; or
- The employee has been found to be under the influence of drugs or alcohol by the testing procedures and a diagnosis is required in accordance with Section VI below; or
- The mandatory referral or treatment is in conjunction with and in conformity with the requirements of Section VI below regarding disciplinary action.

C. Resources for Assistance

The County, through the Employee Services Division, shall maintain resources to help employees obtain evaluation and treatment of drug and alcohol problems. Employees are encouraged to use these resources. Appendix A details resources currently available to County employees. The County, through the Employee Services Division, shall maintain and periodically publish a guide to drug and alcohol assistance resources.

D. Use of Leave

Time used for purposes of assessment, evaluation, counseling, and treatment of drug and alcohol dependency may be charged against accrued and available sick leave. Use of accrued and available vacation leave for the above stated purposes, related to drug or alcohol dependency, shall be in accordance with the same requirements which would apply to any other illness or injury. Granting of a leave of absence without pay for the above stated purposes shall be governed by the same rules as would apply to any other request for such a leave.

E. Information Program and Voluntary Utilization

The Employee Services Division (Benefits and Health Promotion Section) shall provide information and training to all employees regarding the nature of drug and alcohol dependency and the treatment resources available through the Employee Assistance Program (EAP) and the County's health insurance programs.

F. Confidentiality

The County shall abide by the applicable laws defining and governing confidential medical information. All information from an employee's or applicant's drug/alcohol evaluation is confidential and only those with a legitimate legal need to know may be informed of the results. EAP and other visits to treatment professionals are also confidential. Disclosure of confidential information will not occur unless written authorization is obtained from the employee or applicant, except for the following unusual circumstances: disclosures, without employee/applicant consent, may occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the employee waives

his/her right to confidentiality, for example by placing the information at issue in a formal dispute between the employer and employee or applicant; (3) the information is needed by medical personnel for the diagnosis or treatment of the patient who is physically unable to authorize disclosure.

VI. Discipline.

A. Procedure

The disciplinary procedures for employees represented by a collective bargaining agent shall be carried out in conformance with the applicable collective bargaining agreement. Disciplinary processes for nonrepresented, classified employees shall be carried out in conformance with the Personnel Rules. Unclassified employees are "at will" employees serving at the pleasure of the appointing authority and are not subject to any specified disciplinary procedure.

B. Cause for Discipline

1. Rules. The rules cited in Section III above are in addition to other work rules and obligations which may apply to the employee.

2. Mitigation. Employees will be held fully accountable for their conduct. Use of alcohol or drugs, or alcohol or drug dependency, will not mitigate the discipline imposed for misconduct or poor performance except as specifically provided in B.3. below.

3. Last Chance Agreement. In certain limited instances in which performance or conduct would otherwise lead to termination, a "Last Chance Agreement" may be implemented as specified in "D" below in addition to the discipline imposed.

C. Conduct not Warranting Termination

The level of discipline chosen and imposed shall be based on the totality of the employee's performance and conduct in light of his or her work history in accordance with the principle of full accountability stated in part "B.2" above. When the conduct of an employee subject to discipline involves violation of a drug- or alcohol-related rule cited in Section III above, the employee may, in addition to the discipline imposed, be subject to a requirement that the employee be subject to random drug testing for two years, as well as other

performance requirements connected with the discipline. A positive drug or alcohol test during this period shall result in termination.

Additionally, in order to address the issue of reasonable employer trust regarding future conduct, the employee may as a condition of continuing employment be required to successfully participate in and complete:

- If no dependency is diagnosed, a drug education program.
- If a chemical dependency is diagnosed, the treatment program and all follow-up requirements as determined by a County selected chemical dependency specialist.

Failure to successfully participate in such required programs will result in termination.

D. Termination: Last Chance Agreements

In instances in which an employee's conduct and performance is deemed to warrant termination and the employee is, prior to termination, diagnosed by a County selected chemical dependency specialist, as having a diagnosable chemical dependency, the employee may, at the County's option, be offered continued employment on a last chance agreement

basis, subject to whatever conditions are included at the time the agreement is made. Such "last chance" offers will not be automatically offered, but will be based on the totality of the circumstances and the employee's work history. Such agreements will require the agreement and signature of the employee's supervisor, the employee, and, if applicable, the recognized labor representative. Any such agreement will include but not be limited to a requirement that the employee successfully enroll, participate in, and successfully complete a treatment program as recommended by the chemical dependency specialist; specifically to include the right for the County to administer random drug or alcohol tests following any treatment for a period of two (2) years from the date of completion of the treatment. A copy of the agreement format to be used is attached to this policy.

## VII. Testing

- A. Employees. Any employee shall be subject to testing based on reasonable suspicion of being under the influence of alcohol or prohibited drugs. Employees shall additionally be subject to

post-casualty testing; such testing is precipitated by events such as defined in Section IX. Employees shall not be subject to random drug testing except: (1) as a term of a Last Chance Agreement; (2) if assigned, transferred, promoted, or demoted to a safety sensitive position.

B. Applicants. Applicants will be informed of the pre-employment drug/alcohol test requirements at the time their application is submitted, per Attachment A. Prior to an offer of employment, the final candidate for any position shall be subject to drug and alcohol testing. No applicant found to test positive for prohibited drugs or alcohol shall be offered employment unless the presence in the body of the drug in question is reasonably determined by the County to be a result of a valid current prescription for the drug identified in the drug screen. Applicants will be allowed to request a retest, at their own expense, within 30 days after testing. If the retest is negative, the applicant will be reimbursed by the County. Refusal to take the test shall be the basis for discontinuing an applicant in the selection process. An applicant found to test positive shall

be removed from the eligibility list and shall not be placed on any County eligibility list for a period of one year from the date the test results were received by the County.

- C. Test Method. Testing for alcohol or drugs shall be by urine or blood analysis. The employee shall have the option to determine which of the two tests is utilized.
- D. Laboratory Selection. All drug or alcohol testing shall be performed by a laboratory or laboratories selected by the County and certified by the State of Oregon for drug or alcohol testing.
- E. Obtaining and Testing Samples
  - 1. Obtaining Samples.
    - a. The employee shall be escorted to a designated collection site for purposes of obtaining a sample of their urine or blood.
    - b. The employee designated to give a sample must be positively identified to the collection site person prior to any sample being obtained.

- c. An interview with the employee prior to the test shall serve to establish any use of drugs currently taken under medical supervision. Any such claimed use shall be substantiated by documentation provided by the employee within 24 hours.
- d. The sample will be obtained by a person trained and qualified to obtain the sample in question.
- e. The sample shall be sealed, labeled, and checked against the identity of the employee to ensure the results match the testee. The employee shall sign off on the sample and the chain of custody documents. Samples shall be stored in a secure and refrigerated atmosphere prior to delivery to the testing laboratory.

2. Testing of the Sample.

- a. The testing shall consist of a multi-step procedure of initial screening, affirmation, and, if positive, confirmation.

- b. The initial screening method or methods selected shall be capable of identifying alcohol and drugs as defined in this policy and procedure.
  - c. The confirmation procedure shall be technologically different than the initial screening test. In those cases where the second test confirms the presence of alcohol or drugs in the sample, the sample will be retained for a period of one year in case of a dispute.
3. Chain of Custody.
- a. Each sample shall be sealed and inspected for any tampering throughout the chain of custody.
  - b. Each step in the collecting and processing of the collected sample shall be documented to establish the chain of custody.

F. Notification and Appeal.

- 1. Notification. Test results will be issued by the testing laboratory only to the investigatory or supervisory personnel designated by the County and only following the

confirmatory test cited in E.2.a. above. The results will be sent by certified mail or hand-delivered to the employee within three working days of receipt of results by the County.

2. Appeal.

a. Retesting. If an employee disagrees with the results of the alcohol or drug test, the employee may request, in writing within five (5) days of receipt of test results, that the sample be retested at the employee's expense by the testing laboratory. The result of any such retest will be deemed final and binding and not subject to any further test. Failure to make a timely written request for a retest shall be deemed acceptance of the test results.

b. Stay of Discipline. If an employee requests a retest, any disciplinary action shall be stayed pending the results of the retesting.

G. Diagnosis of Employees Testing Positive. Any employee who is found through testing to be under the influence of drugs or alcohol shall be referred by the County to a chemical dependency specialist selected by the County for a diagnostic evaluation. The specialist shall determine whether the employee has an alcohol or drug dependency in accordance with the current Diagnostic and Statistic Manual criteria.

H. Confidentiality. The testing reports are considered to be medical records and shall be handled accordingly. Results shall be disclosed only on a strict legal need to know basis to other administrative personnel and to the tested employee upon request. Additional confidentiality issues are discussed in Section V, Part F.

#### IX. Definitions

- A. Alcohol. Ethyl alcohol and all beverages or liquids containing ethyl alcohol.
- B. Controlled Substance. All forms of narcotics, depressants, stimulants, analgesics, hallucinogens, and cannabis, as classified in Schedules I-V under

the Federal Controlled Substances Act (21 USC § 811-812) as modified under ORS 425.035, whose sale, purchase, transfer, use, or possession is prohibited or restricted by law.

- C. County. Multnomah County, Oregon.
- D. Drug Test. A laboratory analysis of blood or urine to determine the presence of prohibited drugs or alcohol or their metabolites in the body.
- E. Drugs. Controlled substances, designer drugs (drug substances not approved for medical or other use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration), and/or over-the-counter preparations available without a prescription from a medical doctor that are capable of impairing an employee's mental or physical ability to safely, efficiently, and accurately perform work duties.
- F. On duty. The period of time during which an employee is engaged in activities which are compensable as work performed on behalf of the County, or the period of time before or after work when an employee is wearing a uniform, badge, or

other insignia provided by the County, or operating a vehicle or equipment which identifies Multnomah County.

G. Prescription Medication. A medication for which an employee is required by law to have a valid, current prescription.

H. Reasonable Suspicion of Being Under the Influence of Drugs or Alcohol. A belief based on objective and specific articulable facts sufficient to lead a supervisor to suspect that an employee has consumed or is under the influence of drugs, controlled substances, or alcohol such that the employee's ability to perform his/her job is impaired or the employee's ability to perform his/her job safely is reduced. Examples of such objective and specific articulable signs of prohibited substance use include, but are not limited to any one or a combination of possible indicators such as: slurred speech, alcohol on the breath, loss of balance or coordination, dilated or constricted pupils, apparent hallucinations, high absenteeism or a persistent pattern of unexplained absenteeism, erratic work performance, persistent poor judgment,

difficulty concentrating, theft from office or from other persons, unexplained absences during office hours, or employee's admission of use of prohibited substances in a manner which could affect work performance.

- I. Safety Sensitive Position. An employee in the Office of the Sheriff assigned to a position where the employee: (1) carries a firearm; or (2) has direct contact with inmates; or (3) is responsible for the handling and processing of drugs or narcotics or other seized property or monies of high value (over \$1,000). An employee outside the Office of the Sheriff who is assigned a firearm shall also be subject to random testing solely for the period of time in which (s)he is in possession of the firearm. The classifications or individuals in safety sensitive positions shall specifically include, but not be limited to, those listed in Attachment B. [Note: to be added when job descriptions are reviewed.]
- J. Under the Influence of Alcohol. An individual is considered to be "under the influence of alcohol" when the individual's blood alcohol content exceeds .04%.

- K. Under the Influence of Drugs. An individual is considered to be "under the influence of drugs" when testing indicates that controlled substances are present in the blood or urine in the following amounts:
- Marijuana - 75 nanograms/milliliter  
For other prohibited drugs - 300 nanograms/milliliter or the prevailing NIDA standard, whichever is lesser or more stringent.
- L. Last Chance Employment Agreement. An agreement in lieu of termination, between the County and an employee who would otherwise be terminated, which specifies the conditions to which the employee must adhere in order to remain employed.
- M. Post-Casualty Testing. Drug and/or alcohol testing which is initiated as a result of either:
- The use of deadly force on the part of an employee (Office of the Sheriff), or
  - An accident which resulted in a hospital admission or death and concerning which there is reasonable foundation to believe that drugs or alcohol, if present in the body of an involved employee, could have been the cause or a contributing cause of the accident.

N. Drug Paraphernalia. Drug paraphernalia means any and all equipment, products, and materials of any kind, as more particularly defined in ORS 475.525(2), which are or can be used in connection with the production, delivery, or use of a controlled substance as that term is defined by ORS 475.005.

APPENDIX A: RESOURCES FOR ASSISTANCE  
WITH DRUG/ALCOHOL CONCERNS  
(February 1992)

- Employee Assistance Program - Cascade Counseling Center provides free, confidential counseling services to all permanent County employees (employed half-time or more) and their families. Cascade helps employees deal with personal problems on an individual basis, including substance abuse problems. Services are available 24 hours a day at two offices in the Portland area:

East Portland

7931 NE Halsey #202  
233-3841

Tigard

7180 SW Fir Loop #1-A  
639-3009

Appointments can be made after hours for your convenience, and all information disclosed to the counselor is confidential.

- Medical Insurance Coverage - Both Kaiser and the Multnomah County Health Plan (ODS) provide coverage for alcohol and chemical dependency treatment, subject to certain limitations and/or maximums. For detailed information, you may contact the carriers directly or refer to your medical plan booklet. Information numbers:

Kaiser Permanente: (503) 721-2000

ODS Health Plan: (503) 228-6554

Nurses and exempt employees under the County plan administered by ODS also have a Preferred Provider (PPO) component to their coverage. Vantage, the PPO, must be contacted as a first step for chemical dependence treatment. The phone number is: Vantage Direct 280-7660 or 1-800-433-5086.

ADDENDUM H. DRAFT DRUG AND ALCOHOL POLICY

In addition to these resources, Employee Services Division can offer assistance:

- Health Promotion - 248-3477: information on drug health effects and Peer Support Program.
- Benefits - 248-3477: help in clarifying coverage for substance abuse treatment (you can remain anonymous if you'd like).
- Training - 248-5015: supervisor training for dealing with substance abuse problems in the worksite.

If you'd prefer to talk to one of the Peer Support Volunteers (recovering County employees who make themselves available to talk to other employees, informally and confidentially) see their names listed on the Peer Support poster in your work area, in the quarterly Health Promotion Schedule, or call Health Promotion for a referral to one of the peers (you can be anonymous).

- Helpline: 232-8083 in Portland  
1-800-621-1646 Statewide

This is a free, confidential 24-hour help, information, and referral line for people with drug or alcohol problems. This service is provided by the Oregon Council on Alcoholism and Drug Abuse.

## LAST CHANCE AGREEMENT

The following agreement is entered into between The Employer and The Employee. This agreement serves as a guide for the employee as to what is expected for continued employment with the Employer.

1. I agree to be evaluated by a qualified alcohol/substance abuse counselor, and if required, I shall immediately enroll and continue in a bona fide alcohol/drug inpatient or outpatient rehabilitation program approved by the Employer. I fully understand that should I fail to complete either the inpatient or outpatient program, my employment with The Employer will be terminated.
2. I agree to comply with and complete the conditions of my "Aftercare Plan" as recommended by my treatment counselor. If I must be absent from my aftercare session, I must notify the employer. The Employer has my permission to verify my attendance at required meetings. If I do not continue in the aftercare program, I understand that my employment will be terminated.
3. I understand that the signing of this agreement shall allow the Employer the right to communicate with my physician and/or counselors regarding my status and progress of rehabilitation and aftercare.
4. A. If the Employer believes that I am using drugs or alcohol, I agree to submit to an alcohol/drug test (blood test, urinalysis, or breath test) at any time required by the Employer for a period of 24 months. I understand that if I refuse to take the alcohol/drug test or if the test is positive, my employment will be terminated immediately.  
B. I agree to submit to periodic, unannounced, unscheduled drug testing (blood test, urinalysis or breath test) by the Employer for a period of 24 months from the date I return to work. (This time period will increase accordingly if you are absent from work, for any reason, for a cumulative period of one month or more.) I understand that if I refuse to take a drug test or if the test is positive, my employment will be terminated.

ADDENDUM H. DRAFT DRUG AND ALCOHOL POLICY

5. I agree to return to work upon successful completion of the alcohol/drug rehabilitation program.
6. It is understood that this agreement constitutes a final warning and is non-precedent setting for any other employees with the Employer in the future. Each case will be reviewed on its own merit.
7. I understand the Employee Assistance Program is available to me should personal problems arise in the future that may have an effect on my ability to remain in compliance with the Drug and Alcohol Policy and/or this agreement.
8. I realize that violation of the Drug and Alcohol Rules and/or policies at any time in the future is cause for termination.
9. I realize that upon my return to work, if my performance does not match the standards outlined in the attachment hereto, I will be terminated.
10. (For unclassified employees only). I understand that as an unclassified employee I am an "at will" employee of Multnomah County and that the County retains the right to terminate me for any or no reason without appeal. In executing this agreement I understand and agree that the standard for terminating me is in no way amended by this agreement. I waive any and all rights to sue the County based on an allegation that this agreement has been breached.

#### Personal Commitment

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

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

\_\_\_\_\_  
(Employee) (Date)

\_\_\_\_\_  
(Exempt Employee With (Date)  
Termination Authority)\*\*

\_\_\_\_\_  
(Labor Representative (Date)  
if applicable)

\_\_\_\_\_  
(Employee's Immediate (Date)  
Exempt Supervisor\*\*\*)  
(optional)

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

[Note: Guidelines as to whose signature is required and when will be provided below.]

Footnotes:

- \* Necessary only if terms of the Labor Agreement are waived or excepted.
- \*\* Always necessary.
- \*\*\* Optional in cases in which immediate supervisor does not have termination authority.

## ATTACHMENT A

## MULTNOMAH COUNTY

## PREEMPLOYMENT TESTING FOR DRUGS

The Objective

In 1988 Congress enacted the Drug-Free Workplace Act to assist (and require) federal contractors to establish and maintain a work environment that is free from the effects of drug use and abuse. While we are not subject to this law, we agree with that goal. We intend to do everything we can to make it a reality in our workplace. For that reason, we expect all applicants and employees to be [alcohol?] and drug-free.

Testing of Applicants

We require all applicants to be free of illegal or nonprescribed drugs [and alcohol?] and every offer of employment is conditioned upon passing appropriate urine tests. We test for the following substances: [Alcohol,?] Amphetamines, Barbiturates, [Benzodiazepines,?] Cocaine, Opiates, [Propoxyphene,?] and THC (Marijuana).

An applicant who refuses to be tested or tests positive (including a positive test for a legal drug that was not fully explained on the pretest survey form) will be treated as if the application were voluntarily withdrawn. Applicants who are rejected for these reasons may reapply after 180 calendar days, but any new job offer will again be conditioned on passing the tests.

An applicant who switches, dilutes, adulterates, or in any way tampers with the requested sample(s), or otherwise attempts to manipulate the testing process, will also be treated as if the application were voluntarily withdrawn. Applicants rejected for these reasons will not be considered for future employment under any circumstances.

### Appeal Rights/Right to Retesting

Applicants can obtain test results by making a written request within 30 days after testing. The request should be addressed to \_\_\_\_\_, Multnomah County, \_\_\_\_\_, Portland, OR 97\_\_\_\_\_. An applicant who makes a timely request will have 30 days (from the day the test results are mailed or otherwise communicated) to explain any positive result and/or to request a retest (at the applicant's expense) of the same specimen. The retest will be done by our laboratory. An applicant who satisfactorily explains test results or whose "retest" does not indicate the presence of drugs will be reimbursed for the cost of the retest and will be offered the next suitable position that becomes available.

### Confidentiality

All test results will be maintained in a secure file and will only be communicated on a business "need to know" basis.

### Situations Not Covered By Policy

We recognize that situations will arise which are not specifically covered by this policy and these guidelines (for example, situations involving applicants who have been convicted of or pled "no contest" or forfeited bond or bail to [alcohol or?] drug use or drug activity charges). We will deal with them on a case-by-case basis taking into account such things as the nature of the situation or problem, the potential impact on coworkers and the public and our Alcohol and Drug Policy, the applicant's prior employment record, and the potential impact on production, safety, and public perceptions.



## ADDENDUM I.

**Seniority List  
Containing Seniority Dates and Anniversary Dates  
for the Local 88 Juvenile Groupworker - Classified  
Bargaining Unit**

**November 15, 1992**

Juvenile Groupwork Supervisor

<u>Rank</u>	<u>Name</u>	<u>In-Class Sr. Date</u> <u>Yr. Mo. Day</u>	<u>County Sr. Date</u> <u>Yr. Mo. Day</u>	<u>Anniversary Date</u> <u>Yr. Mo. Day</u>
1	Long, Gary D.	67 03 13	58 02 07	67 03 13
2	Veach, Michael C.	72 12 01	67 10 25	72 12 01
3	Carey, Henry L.	89 01 11	77 04 16	89 01 11
4	Janes, Nancy J.	89 07 01	79 09 03	89 07 01

Juvenile Groupworker

<u>Rank</u>	<u>Name</u>	<u>In-Class Sr. Date</u> <u>Yr. Mo. Day</u>	<u>County Sr. Date</u> <u>Yr. Mo. Day</u>	<u>Anniversary Date</u> <u>Yr. Mo. Day</u>
1	Meyle, Sarilee S.	66 07 25	66 07 25	70 03 14
2	Zimpel, Kay E.	67 06 26	67 06 26	67 06 26
3	Healy, Sally A.	68 03 25	68 03 25	67 05 09
4	White, Sharon L.	72 07 08	72 07 08	72 07 08
5	Myers, Thomas E.	73 01 21	72 12 07	76 04 01
6	Lucas, Richard A.	79 08 23	71 10 09	79 08 23
7	Weatherford, Lee W.	86 06 01	86 06 01	86 06 01
8	Brown, Willie E.	87 11 07	87 11 07	87 11 07
9	Nacoste Jr., Telisma	88 11 20	88 11 20	88 11 20
10	Woehler, Thomas E.	89 08 15	89 08 15	89 08 15
11	Johnson, Karl	90 06 14	90 06 14	90 06 14

---

*Juvenile Groupworker*

<u>Rank</u>	<u>Name</u>	<u>In-Class Sr. Date</u> <u>Yr. Mo. Day</u>	<u>County Sr. Date</u> <u>Yr. Mo. Day</u>	<u>Anniversary Date</u> <u>Yr. Mo. Day</u>
12	Shellmire, Annette	90 06 20	90 06 20	90 06 20
13	Prince, Fred A.	90 07 02	90 07 02	90 07 02
14	Buell, Nicholis A.	90 07 02	90 07 02	90 07 02
15	Pratt, Cary G.	90 07 02	90 07 02	90 07 02
16	Shields, Jon R.	90 07 02	90 07 02	90 07 02
17	McDowell, William	90 07 02	90 07 02	90 07 02
18	Aumueller, Roland T.	90 07 02	90 07 02	90 07 02
19	Cavanaugh, Caron J.	90 07 02	90 07 02	90 07 02
20	Warren, Cheryl Ann	90 07 05	90 07 05	90 07 05
21	Miller, John L.	90 07 11	90 07 11	90 07 11
22	Holland, Paul	90 07 14	90 07 14	90 07 14
23	Spulniak, Victoria C	90 07 16	90 07 16	90 07 16
24	Lincoln, Donald Ray	90 07 30	90 07 30	90 07 30
25	Peterson, Mike J.	91 07 06	91 07 06	91 07 06
26	Fox, John G.	91 07 13	91 07 13	91 07 13
27	Banks, Ralph C.	91 07 22	91 07 22	91 07 22
28	Gillette, A. Louise	91 08 26	91 08 26	91 08 26
29	O'Curran, Stephen	91 10 09	91 10 09	91 10 09
30	Curtis, Ann	92 01 27	92 01 27	92 01 27
31	Rodriguez, Michael G.	92 01 27	92 01 27	92 01 27
32	Owens, Rosemary	92 01 27	92 01 27	92 01 27
33	Gamble, Travis Lamar	92 01 27	92 01 27	92 01 27
34	Crocker Mary Ann	92 01 27	92 01 27	92 01 27
35	Battles, Jacqui	92 01 27	92 01 27	92 01 27

Juvenile Groupworker

<u>Rank</u>	<u>Name</u>	<u>In-Class Sr. Date</u> <u>Yr. Mo. Day</u>	<u>County Sr. Date</u> <u>Yr. Mo. Day</u>	<u>Anniversary Date</u> <u>Yr. Mo. Day</u>
36	Balin, Julia R.	92 01 27	92 01 27	92 01 27
37	Bleth, Douglas L.	92 01 27	92 01 27	92 01 27
38	Buslach, Joseph A.	92 01 27	92 01 27	92 01 27
39	Squier, Kurt A.	92 01 27	92 01 27	92 01 27
40	Wheeler, John P.	92 01 27	92 01 27	92 01 27
41	Cohen-Pope, Julia	92 01 27	92 01 27	92 01 27
42	Salu, Aitaota	92 01 27	92 01 27	92 01 27
43	Cecil, Mary L.	92 02 06	92 02 06	92 02 06
44	Schroeder, Lawrence F.	92 02 18	92 02 18	92 02 18
45	Galaviz, Jesse J.	92 04 20	92 04 20	92 04 20
46	Sujo, Sonia	92 04 20	92 04 20	92 04 20
47	Aguirre, Juan Pablo	92 04 20	92 04 20	92 04 20
48	Lama, Maturo T.	92 10 05	92 10 05	92 10 05
49	Wurtsmith, Paul B.	92 10 05	92 10 05	92 10 05
50	Kosharek, Bruce W.	92 10 05	92 10 05	92 10 05
51	Coppedge, Damien A.	92 10 05	92 10 05	92 10 05
52	Tapasa, Solomona	92 10 05	92 10 05	92 10 05
53	Mallory, Sean A.	92 10 05	92 10 05	92 10 05
54	Olivas, Ramon W.	92 10 12	92 10 12	92 10 12
55	Carello, Michelle	92 10 12	92 10 12	92 10 12
56	Parker, Jodie S.	92 10 12	92 10 12	92 10 12
57	Garland, Elsie	92 10 12	92 10 12	92 10 12

PLEASE PRINT LEGIBLY!

MEETING DATE

July 8, 1993

NAME

Helen Cheek

ADDRESS

5<sup>th</sup> Floor Portland Building

STREET

Portland, OR.

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-4

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

MEETING DATE: July 8, 1993

AGENDA NO: R-4

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** An ordinance amending Ordinance 720 to provide changes in the Bylaws of the Metropolitan Human Rights Commission and declaring an emergency.

**BOARD BRIEFING** Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING:** Date Requested: July 8, 1993

Amount of Time Needed: 5 minutes

**DEPARTMENT:** Nondepartmental **DIVISION:** Chair's Office

**CONTACT:** Teri Duffy **TELEPHONE #:** 248-3308  
**BLDG/ROOM #:** 106/1410

**PERSON(S) MAKING PRESENTATION:** Helen Cheek, MHRC Executive Director

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

**SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):**

MHRC has found that modification of the Commission's Bylaws would result in a more workable and effective body. The City of Portland has approved the attached changes to the MHRC Bylaws effective June 30, 1993.

*7/12/93 COPIES TO ORDINANCE  
Distribution List, Teri Duffy  
and Helen Cheek*

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_  
*[Signature]*

**OR**

**DEPARTMENT MANAGER:** \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 JUN 29 AM 12:13

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

**Any Questions: Call the Office of the Board Clerk 248-3277/248-5222**

ORDINANCE FACT SHEET

Ordinance Title: An ordinance amending Ordinance 720 to provide changes in the Bylaws of the Metropolitan Human Rights Commission and declaring an emergency.

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

MHRC has found that modification of the Commission's Bylaws would result in a more workable, effective body. In particular MHRC wishes to change the the stated quorum from 12 to 9 members which constitutes a majority plus one; to meet monthly rather than quarterly; to increase the frequency of regular Executive Committee meetings; and to require a simple majority of Executive Committee members as a quorum for conduct of its business.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

The City of Portland has approved these changes to the MHRC Bylaws effective June 30, 1993.

What has been the experience in other areas with this type of legislation?

NA

What is the fiscal impact, if any?

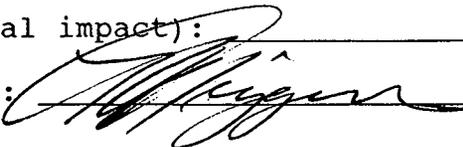
None

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: \_\_\_\_\_

Planning & Budget Division (if fiscal impact): \_\_\_\_\_

Department Manager/Elected Official:  \_\_\_\_\_

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Ordinance No. 771

An Ordinance amending Ordinance 720 to provide changes in the Bylaws of the Metropolitan Human Rights Commission and declaring an emergency.

Multnomah County Ordains:

**Section 1. Purpose**

(A) Ordinance No. 720, passed by the Multnomah Board of County Commissioners on April 30, 1992, created the Metropolitan Human Rights Commission (MHRC) through an intergovernmental agreement between Multnomah County and the City of Portland.

(B) The MHRC Bylaws, adopted as part of the ordinance, established the operational procedures and administrative structure for the organization.

(C) MHRC has found that modification of the Commission's Bylaws would result in a more workable, effective body. In particular, MHRC wishes to change the stated quorum from 12 to 9 members which constitutes a majority plus one; to meet monthly rather than quarterly; to increase the frequency of regular Executive Committee meetings; and to require a simple majority of Executive Committee members as a quorum for conduct of its business.

(D) Attachment A delineates the proposed changes to the MHRC Bylaws effective June 30, 1993.

1        **Section 2. Approval of Amended MHRC Bylaws**

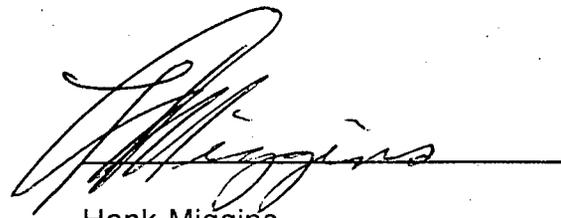
2        The Bylaws of MHRC are amended according to Attachment A with the intention  
3        of increasing the effectiveness of MHRC.

4                The Ordinance, being necessary for the effective and important work of MHRC,  
5        an emergency is declared, and the Ordinance shall take effect upon its execution by  
6        the County Chair, pursuant to Section 5.50 of the Charter of Multnomah County.  
7

8  
9                ADOPTED this 8th day of July, being the date of its  
10        first reading before the Board of County Commissioners of Multnomah County,  
11        Oregon.

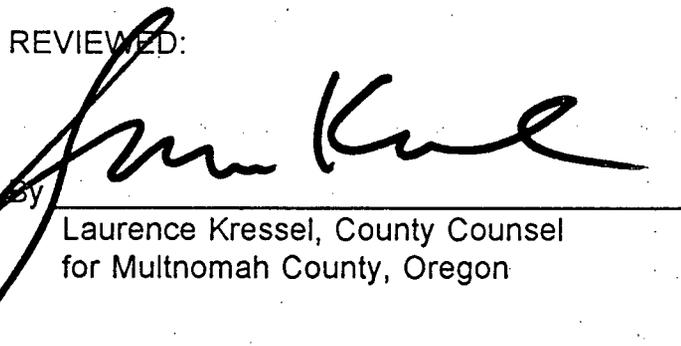


18  
19  
20  
21  
22  
23  
24  
25  
26



Hank Miggins  
Multnomah County Chair

27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50

REVIEWED:  


Laurence Kressel, County Counsel  
for Multnomah County, Oregon

MHRC Recommended By-Law Changes:  
Commission

P.6 Article I

Section 5

OLD TEXT

~~A. The Commission shall hold four regular meetings, once each quarter; and in addition shall hold an Annual Meeting in September. Special meetings may be held as necessary~~

REPLACE WITH:

A. "The Commission shall meet monthly, which includes an Annual Meeting in the Fall. Special meetings may be held as necessary."

P. 6. Article I

Section 5

OLD TEXT

~~A(1) Twelve members shall constitute a quorum; eight (8) of those members present shall constitute a voting majority for purposes of conducting business at any meeting of the Commission.~~

REPLACE WITH:

A(1) "Nine members shall constitute a quorum; a simple majority of those members present shall constitute a voting majority for purposes of conducting business at any meetings of the Commission."

Executive Committee

P.6 Article II

Section 1

OLD TEXT:

~~C(1) The Executive Committee shall meet monthly; additional meetings may be called by the Chair or any three members of the Committee.~~

REPLACE WITH:

C(1) "The Executive Committee shall meet as needed. Meetings may be called by the Chair or any three members of the Committee."

P.7 Article II

Section 1

OLD TEXT:

~~D(2) Six(6) members shall constitute a quorum; five (5) of those members must agree before any action is taken.~~

REPLACE WITH:

D(2) "A simple majority of current sitting members shall constitute a quorum. A majority of those present must agree before any action is taken."

**BYLAWS OF THE METROPOLITAN HUMAN RIGHTS COMMISSION**  
**Table of Contents**

<b>ARTICLE I. METROPOLITAN HUMAN RIGHTS COMMISSION . . .</b>	<b>2</b>
SECTION 1. MISSION & PURPOSE . . . . .	2
SECTION 2. MEMBERSHIP, APPOINTMENT, TERM OF OFFICE, VACANCIES . . . . .	2
A. Membership . . . . .	2
B. Terms of office . . . . .	3
C. Vacancy in office. . . . .	3
SECTION 3. OFFICERS . . . . .	4
A. General. . . . .	4
B. Chairperson. . . . .	4
C. Vice-Chairperson. . . . .	4
D. Secretary. . . . .	4
SECTION 4. RESPONSIBILITIES OF THE COMMISSION . . . . .	5
SECTION 5. MEETINGS OF THE COMMISSION . . . . .	6
SECTION 6. EXPENDITURE OF FUNDS . . . . .	6
 <b>ARTICLE II. COMMITTEES . . . . .</b>	 <b>6</b>
SECTION 1. EXECUTIVE COMMITTEE . . . . .	6
A. Purpose . . . . .	6
B. Members . . . . .	7
C. Responsibilities . . . . .	7
D. Operations and Limitations . . . . .	7
SECTION 2. ISSUE COMMITTEES . . . . .	8
A. Established . . . . .	8
B. Responsibilities . . . . .	8
C. Members . . . . .	8
D. Procedures . . . . .	9
 <b>ARTICLE III. STAFF . . . . .</b>	 <b>9</b>
SECTION 1. EXECUTIVE DIRECTOR . . . . .	9
A. Employment. . . . .	9
B. Performance and Evaluation. . . . .	9
C. Duties and Responsibilities. . . . .	9
SECTION 2. OTHER STAFF . . . . .	10
 <b>ARTICLE IV. BYLAW AMENDMENTS . . . . .</b>	 <b>10</b>
 <b>APPENDIX 1 . . . . .</b>	 <b>11</b>

ARTICLE I  
METROPOLITAN HUMAN RIGHTS COMMISSION  
("MHRC", "COMMISSION")

SECTION 1. MISSION & PURPOSE

The Metropolitan Human Rights Commission believes in the dignity and worth of all human beings. MHRC's mission is to foster mutual understanding and respect, and to protect the human rights of all persons in the City of Portland and Multnomah County regardless of socioeconomic status, religion, ethnicity, race, national origin, disability, age, gender, and sexual orientation.

The Metropolitan Human Rights Commission is organized to help citizens and government in the City of Portland and Multnomah County to achieve the goal of embracing and celebrating diversity, eliminating bigotry, and enhancing a sense of community.

SECTION 2. MEMBERSHIP, APPOINTMENT, TERM OF OFFICE, VACANCIES

- A. Membership. The Metropolitan Human Rights Commission of 15 members shall be constituted of three (3) Officers: Chairperson ("Chair"), Vice-Chairperson ("Vice-Chair"), and Secretary; and twelve (12) Commissioners.
- (1) Nine (9) members shall be appointed by the Mayor of the City of Portland and six (6) members shall be appointed by the Chair of the Multnomah County Commission. The Chairperson of the Commission shall be appointed jointly by the Mayor and the County Chairperson.
    - (a) Elected public officials, and employees of the City of Portland ("the City") and Multnomah County ("the County") may not serve on the Commission.
    - (b) No Commission member may receive funds directly, or be an employee of an agency that receives funds, from the Commission.
    - (c) The Portland City Council and Multnomah County Commissioners shall ratify through ordinance the respective appointments of the Mayor and County Chairperson.
  - (2) Members shall serve at the pleasure of the appointing authority.

Members shall be expected to conduct themselves throughout their term of office in a manner consistent with the goals and purposes of the Commission and shall perform the duties and responsibilities as set forth in these Bylaws.

(3) The Mayor and County Chairperson may appoint such ex officio members as they deem advantageous to accomplishing the mission of the Commission, said ex officio members to be without vote on the Commission.

B. Terms of office for all members shall be for three (3) years except for initial appointments to the Commission. Members may serve no more than two consecutive three-year terms. Terms of office shall be staggered to provide continuity of membership on the Commission. Initial appointments and terms of office shall be made as specified in "Appendix 1" attached hereto.

C. Vacancy in office.

(1) A vacancy on the Commission shall exist:

- (a) upon expiration of a completed term of office;
- (b) upon formal written resignation of a Commission member;
- (c) upon removal of a member from office;
- (d) because of violation of the prohibition in Section 2, A (1)(b) regarding receipt of funds;
- (e) when a member files as a candidate for any public office or accepts compensated employment within the City or County government.
- (f) If the vacancy is the result of a completed term of office, the appointing authority shall name an individual to serve for a full term of office. In the case of resignation or removal from office the appointment shall be for the remaining unexpired term. If the time remaining in the term of office created by the vacancy is five (5) months or less, the appointment to fill the vacancy may be for the remaining unexpired term plus three years.

(2) A Commissioner may be presumed to have vacated his or her position as Commissioner and the appointing authority may fill the vacancy for one or more of the following reasons:

- (a) A Commission member has missed three (3) consecutive regularly scheduled meetings of the full Commission; however, the

Chair may excuse the absence of a member for good cause.

(b) A Commission member has misused or misappropriated funds of the Commission.

(c) A Commission member has failed to perform the duties of office as specified in these Bylaws.

(3) The Commission may recommend to the Mayor and County Chair the names of prospective Commission members from among the membership of the Issue Committees and the community. The Chair and Executive Director (see Article III, *infra.*) shall from time to time advise the Mayor and County Chair with respect to the needs for talent, expertise, and diversity on the Commission.

### SECTION 3. OFFICERS

- A. General. The officers of the Commission shall consist of a chairperson, a vice-chairperson and a secretary. All officers shall serve one year terms effective immediately following the Annual Meeting. The chairperson may be reappointed to one consecutive term. The vice-chairperson and secretary shall be elected by the Commission from among its members at the Annual Meeting of the Commission. All officers shall serve until their successors are elected or, in the case of the chairperson, appointed. In addition to the duties set forth below, each officer shall also perform such other duties as may be prescribed by the Commission.
- B. Chairperson. The Chairperson shall preside at all meetings of the Commission and the Executive Committee, shall be ex officio member of all committees, and shall perform such other duties as are usually incident to such office.
- (1) The Chairperson shall assist the Mayor and County Chair in the selection and annual performance evaluation of an Executive Director for the Commission.
- (2) The Chairperson shall maintain regular communication with the Mayor and County Chair and shall be the principal spokesperson for the MHRC.
- C. Vice-Chairperson. The Vice-Chairperson, in the absence of the Chairperson, shall perform the duties of the Chairperson. The Vice-Chairperson shall have general oversight responsibilities for the Issue Committees created under Article II, Section 2 of these bylaws.

- (1) The Vice-Chair shall annually appoint, and the Commission shall confirm, the chairpersons of the Issue Committees.
- D. Secretary. The Secretary shall keep and authenticate the records of the Commission, shall keep minutes on actions taken at any regular, special, or emergency meeting of the Commission, and shall assist the Chairperson in conducting meetings of the Commission as described in Section 5 herein.

#### SECTION 4. RESPONSIBILITIES OF THE COMMISSION

The Metropolitan Human Rights Commission shall:

- A. Develop and implement policies and positions of the MHRC consistent with its mission and purpose;
- B. Establish and maintain dialogue with the broad range of community and cultural groups operating in the City and the County;
- C. Conduct public meetings, hearings, and special events as required to determine the issues, problems, and needs facing Portland and Multnomah County residents in the areas of human rights and cultural diversity;
- D. Based upon a foundation of public dialogue, establish annual goals for the Commission and approve and direct the annual work plans and activities of the Issues Committees;
- E. Issue and present to the Portland City Council, Multnomah County Commission and the citizens an Annual Report and a six-month progress report of the activities and accomplishments of the Commission;
- F. Approve the Commission's annual budget and work program and submit both to the Portland City Council and Multnomah County Commission by January 31 of each year;
- G. Recommend to the City and the County programs, policies and actions which would further the goals of human rights, diversity and cultural harmony in the community;
- H. The Commission may delegate any non policy-making authority to Commission committees and staff as required to accomplish the mission and goals of the MHRC.

SECTION 5. MEETINGS OF THE COMMISSION

- A. The Commission shall hold four regular meetings, once each quarter; and in addition shall hold an Annual Meeting in September. Special meetings may be held as necessary.
  - (1) Twelve (12) members shall constitute a quorum; eight (8) of those members present shall constitute a voting majority for purposes of conducting business at any meeting of the Commission.
  - (2) Special meetings of the Commission may be called by agreement of the Executive Committee; provided, however, that a regular Commission meeting is not scheduled within 30 days of the requested special meeting date.
  - (3) Emergency meetings of the Commission may be called under procedures authorized in a special Crisis Response Plan approved annually by the Commission.
  - (4) The fiscal year of the Commission shall be July 1 to June 30.
  
- B. The Commission shall conduct business according to Roberts Rules of Order, Rev. unless otherwise expressly noted in the bylaws and shall conduct meetings and maintain records in compliance with Oregon laws governing public meetings and public records.

SECTION 6. EXPENDITURE OF FUNDS

Neither the Commission nor its individual members shall have authority to expend or encumber funds budgeted to the Commission. All disbursements of funds shall be made by the Executive Director with the oversight of the Mayor or the Mayor's designee and according to established budget and accounting policies and practices of the fiscal agent, which shall be the City of Portland. However, the Commission or its Executive Committee may request of the Executive Director that funds be expended or encumbered to accomplish the work program of the Commission as approved in the annual budget.

ARTICLE II. COMMITTEES

SECTION 1. EXECUTIVE COMMITTEE

- A. The purpose of the Executive Committee shall be to conduct the business of the MHRC between regularly scheduled meetings of the full Commission, as expressly authorized by the Commission.

- B. Members of the Executive Committee shall be eight (8): the MHRC Chair, Vice-Chair, and Secretary, the chairs of the three Issue Committees, plus two (2) MHRC Commissioners-at-large. The Commission shall at its Annual Meeting elect from among its members the two Commissioners to serve on the Executive Committee.
- C. Responsibilities:  
The Executive Committee shall:
- (1) Meet monthly; additional meetings may be called by the Chair or any three members of the Committee;
  - (2) Monitor the work program and timetable of the Issues Committees;
  - (3) Receive, approve, and monitor an annual plan for staffing MHRC committees and activities and assisting the Commission in accomplishing its mission, goals and activities;
  - (4) Prepare the agendas for the full Commission meetings;
  - (5) As authorized by the full Commission, make decisions or act on behalf of the Commission;
  - (6) Administer a "crisis response plan" approved by the Commission;
  - (7) Review new issues, information or community requests and forward to the Commission for action.
- D. Operations and Limitations:
- (1) Authorization to act on behalf of the Commission must be obtained through a motion duly seconded and passed by a majority of the full Commission at a regularly scheduled or special Commission meeting.
  - (2) Six (6) members shall constitute a quorum; five (5) of those members must agree before any action is taken.
  - (3) Minutes of Executive Committee meetings shall be kept and reported in writing to the full Commission within ten (10) days of each Executive Committee meeting.
  - (4) A regular monthly meeting time and place shall be set by the MHRC Chairperson; changes from this schedule may be made with 7 days written advance notice.
  - (5) The Executive Committee may not take positions or issue statements or reports except as authorized by the Commission, nor may it change any policy or directive of the Commission.

## SECTION 2. ISSUE COMMITTEES

- A. Established. Three issue-oriented standing committees are created in the following areas:
- (1) Hate Crimes Monitoring and Response
  - (2) Future Focus Diversity Action Plan Implementation
  - (3) Civil Rights, Affirmative Action, and Disability Project Monitoring and Response
- B. Responsibilities of Issue Committees shall be:
- (1) To assist the Commission to seek out community views and encourage community dialogue to identify the issues, problems and needs in their respective issue area;
  - (2) To develop and submit to the full Commission an annual work plan to accomplish goals and conduct activities that respond to identified needs;
  - (3) To assist the Commission in bringing groups and individuals together to build coalitions and facilitate collaborations on human rights issues;
  - (4) To assist the Commission to develop leadership in the community in the areas of cultural understanding and human rights advocacy;
  - (5) To produce and submit to the Commission an annual report and semi-annual progress report of their activities.
- C. Members of Issues Committees shall be appointed by the Commission. Membership should reflect the diversity of the community and the interests of groups affected by the issues, and include age, gender, and geographic balance. The Commission shall determine the appropriate size and term of office of each Issue Committee, and shall approve any sub-committees established within the Issue Committees. Committee members shall include the following:
- (1) A Chair, who shall be a Metropolitan Human Rights Commission member but not an officer;
  - (2) At least one (1) other Commission member but not an officer;
  - (3) Neighborhood, ethnic, religious, community, and business groups;
  - (4) Other human rights and human relations organizations in the community;
  - (5) Interested citizens from the community at large.
  - (6) The Commission may appoint such ex officio members as they deem advantageous to accomplishing the work program of the

committees, said ex officio members to be without vote on the committees.

- D. Procedures. Issue Committees shall establish regular meetings and operating guidelines and procedures as appropriate to accomplishing their work program.

### ARTICLE III. STAFF

#### SECTION 1. EXECUTIVE DIRECTOR

- A. Employment. An Executive Director of the Commission shall be hired as an employee of the City of Portland.
- (1) The Mayor, in consultation with the Chair of the Multnomah County Commission and Chairperson of the MHRC, shall determine the qualifications, develop the job description, and appoint an Executive Director for the Commission in accordance with City of Portland personnel policies and procedures.
  - (2) Authority to discipline or terminate employment of the Executive Director rests with the Mayor.
- B. Performance and Evaluation. The Mayor, County Chair and MHRC Chair shall annually evaluate the performance of the Executive Director.
- (1) The performance of the Director shall be evaluated based on execution of a staffing plan submitted by the Director and approved by the Executive Committee.
  - (2) MHRC members who object to the performance of the Executive Director shall address their concerns to the MHRC Chair, who shall promptly make those objections known to the Director. Such objections may be raised by the MHRC Chair during the performance evaluation, or at any time with the Mayor if, in the judgment of the Chair, a substantial problem exists in the Director's performance of his or her duties and responsibilities.
- C. Duties and Responsibilities.
- (1) The Director shall be the chief executive officer of the Commission and shall have supervisory authority over the staff and offices assigned to the Commission by the budgeting authorities. The Director shall execute the programs and policies of the Commission according to a staffing plan submitted in

- writing annually to and approved by the Executive Committee.
- (2) The duties and responsibilities of the Executive Director shall be specified in the job description for the position and shall be reviewed and revised

as deemed necessary by the Mayor in consultation with the MHRC Chair and the Chairperson of the Multnomah County Commission.

## SECTION 2. OTHER STAFF

- A. The Commission shall have other clerical and professional staff as authorized in the budget approved by the City and County. Staff shall be employees of the City of Portland. Neither the Commission nor its individual members shall direct the activities of the staff; however, staff shall perform their duties in accordance with a staffing plan developed by the Executive Director and approved by the Executive Committee.
- B. The Executive Director shall prepare job descriptions and establish personnel policies and grievance procedures in accordance with accepted practices of the City of Portland Bureau of Personnel Services.

## ARTICLE IV. BYLAW AMENDMENTS

- A. The Bylaws may be amended by affirmative vote of the Portland City Council and Multnomah County Commission. Such amendments shall be by non-emergency ordinance or resolution.
- (1) The Commission may recommend Bylaw amendments to the City Council and County Commission where such amendments have been discussed at the Annual Meeting or at any regularly scheduled meeting of the Commission and affirmatively acted upon by a majority of the Commission.

Adopted:

City of Portland

Ordinance/Resolution # \_\_\_\_\_, ( \_\_\_\_\_ )

Multnomah County

Ordinance/Resolution # \_\_\_\_\_, ( \_\_\_\_\_ )

APPENDIX 1

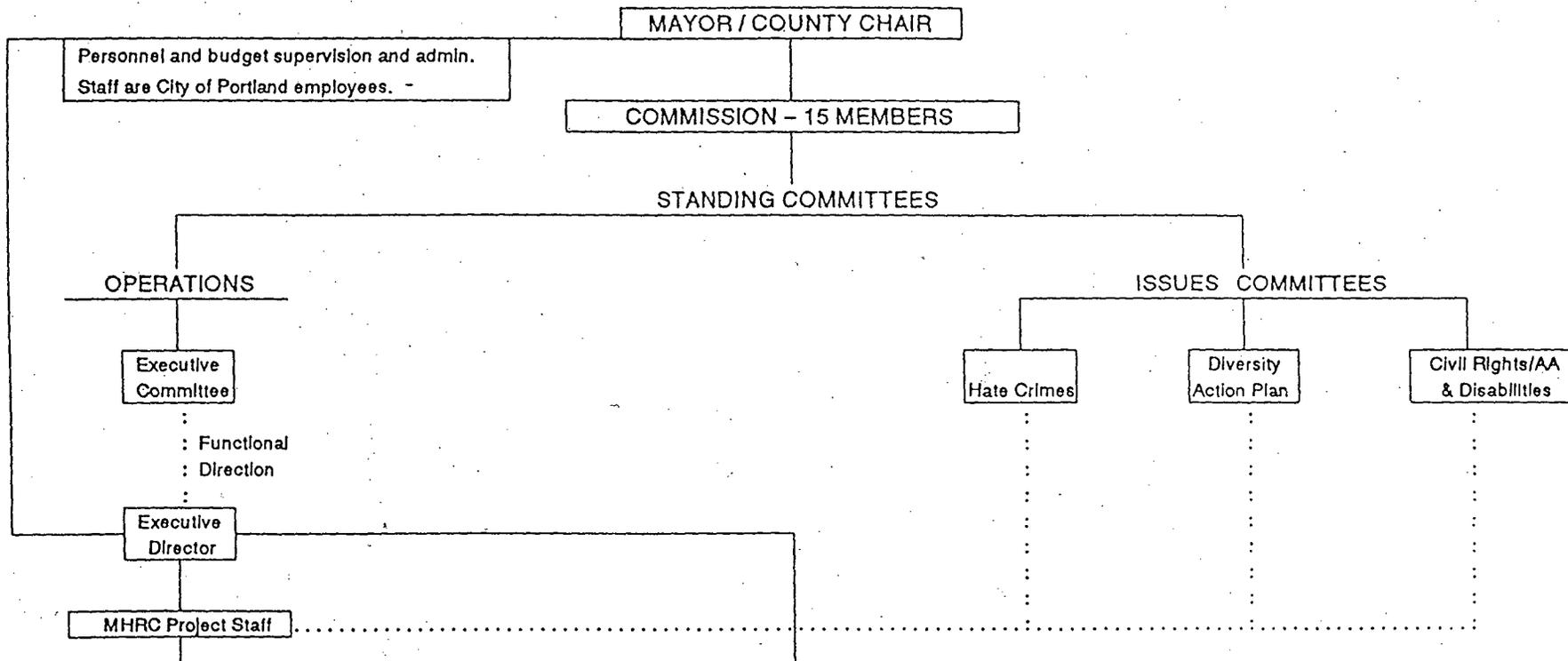
APPOINTMENTS AND TERMS OF OFFICE  
METROPOLITAN HUMAN RIGHTS COMMISSION

Mayor, City of Portland: Appoints nine (9) members  
Board Chair, Multnomah County: Appoints six (6) members

<u>Position # &amp; Appointing Authority</u>	<u>Initial Term of Office</u>	<u>Term of Office et. sequential</u>
#1 County	6/1/92 - 9/93	9/93 - 9/96
#2 County	6/1/92 - 9/93	9/93 - 9/96
#3 City	6/1/92 - 9/93	9/93 - 9/96
#4 City	6/1/92 - 9/93	9/93 - 9/96
#5 City	6/1/92 - 9/93	9/93 - 9/96
#6 County	6/1/92 - 9/94	9/94 - 9/97
#7 County	6/1/92 - 9/94	9/94 - 9/97
#8 City	6/1/92 - 9/94	9/94 - 9/97
#9 City	6/1/92 - 9/94	9/94 - 9/97
#10 City	6/1/92 - 9/94	9/94 - 9/97
#11 County	6/1/92 - 9/95	9/95 - 9/98
#12 County	6/1/92 - 9/95	9/95 - 9/98
#13 City	6/1/92 - 9/95	9/95 - 9/98
#14 City	6/1/92 - 9/95	9/95 - 9/98
#15 City	6/1/92 - 9/95	9/95 - 9/98

Note: Terms of office are staggered. The initial appointments to Positions 1-5 are for one-year terms. Initial appointments to Positions 6-10 are for two-year terms. Initial appointments to Positions 11-15 are for three-year terms. Upon expiration of initial terms of office, all reappointments (et. seq.) would be for three-year terms.

**MHRC TABL IF ORGANIZATION**  
(And Suggested Initial Functions And Responsibilities)



Personnel and budget supervision and admin.  
Staff are City of Portland employees. -

**STANDING COMMITTEES**

**Functions & Responsibilities**

1. Support & assist Commission and Issues Committees as described in annual staffing plan & assigned by Executive Director.
2. Maintain repository of information for public use, as directed.
3. Conduct research & prepare reports.
4. Attend community meetings.
5. Assist in organizing committee & community meetings.

1. Hire & supervise MHRC staff. Prepare & direct plan for staff support of Issues Committees & MHRC projects.
2. Manage the MHRC office & maintain official records of MHRC.
3. Prepare and administer MHRC budget and contracts.
4. Represent Commission at public & community meetings.
5. Attend all meetings of Commission & Executive Committee; staff to Executive Committee.

6. Assist the Commission in accomplishing its mission and goals:
  - a. Organize annual meeting & awards presentation.
  - b. Assist appointing authorities in filling vacancies on Commission.
  - c. Prepare leadership development & training plan for MHRC.
  - d. Conduct annual training for new Commission members.
  - e. Prepare & administer communications & outreach plan for Commission.
  - f. Build & maintain ties with community groups.
  - g. Recommend members for Issues Committees.
  - h. Forward requests for assistance & action received from organizations & individuals in the community.
  - i. Inform Commission of developments & activities relevant to the work of the Commission.

EXHIBIT B  
PAGE 1 of 2

# MHRC TABLE OF ORGANIZATION

MAYOR / COUNTY CHAIR

Commission = 15 Members      Quorum = 12  
 3 Officers (Chair, Vice-Chair, Secretary)    12 Commissioners    Ex-Officio as named by City & County

STANDING COMMITTEES (authority & responsibility delegated by MHRC)

**OPERATIONS**

**EXECUTIVE COMMITTEE (8)**

Chair      quorum-6  
 Vice-Chair  
 Secretary  
 Issues Comm. Chairs (3)  
 Commissioner-at-Large (2)

**ISSUES COMMITTEES**

**HATE CRIMES MONITORING**

Chair (Commissioner)  
 Members  
 -At least 1 other Com'r  
 -Neighborhood & Community members  
 -ex-officio:  
 MHRC Chair  
 County Chair designee  
 Mayor designee  
 ONA Crime Prev. Coord.  
 Police Bureau  
 District Attorney

**DIVERSITY ACTION PLAN**

Chair (Commissioner)  
 Members  
 -At least 1 other Com'r  
 -Neighborhood & Community members  
 -School District Reps.  
 -ex-officio:  
 MHRC Chair  
 Future Focus staff  
 Others  
 ONA staff

**CIVIL RIGHTS/AA/DISABILITIES**

Chair (Commissioner)  
 Members  
 -At least 1 other Com'r  
 -Neighborhood & Community members  
 -CCACD Reps.  
 -ex-officio:  
 MHRC Chair  
 City/County AA Director  
 City Attorney designee

City/Cnty Adv.  
 Committee on  
 Disabled

**Functions & Responsibilities**

1. Meet quarterly, plus annual & special meetings.
2. Approve annual work plan & direct activities of Issues Comm.
3. Conduct public meetings, hearings & events to determine community needs & values with respect to human rights, diversity & cultural understanding.
4. Build community coalitions & help mediate disputes between community groups.
5. Approve Commission budget submission to City & County.
6. Approve all MHRC reports & publications.
7. Commission may delegate to staff and committees any non-policy responsibility.

Functions & Responsibilities

1. Meet at least monthly.
2. Monitor activities of staff & budget.
3. Monitor work program & timetables of standing committees.
4. Prepare agendas for full Commission mtgs.
5. As authorized by full Commission, make decisions for the Commission, between regularly scheduled Commission meetings.
6. Review new issues & information or community requests for Commission action.
7. Administer "crisis response" plans as authorized by Commission.

Limitations

1. Authorization to act on behalf of Commission shall be in the form of a motion, in advance, duly seconded & passed by a majority (8) of the full Commission at a regularly scheduled or special Commission meeting.
2. Six members shall constitute a quorum; five of those members must agree before any action is taken.
3. Minutes shall be kept and reported in writing to the full Commission within 10 days of each Executive Committee meeting.
4. A regular monthly meeting time & place shall be set; changes from this schedule may be made with 7 days' written advance notice.
5. The Executive Committee may not take positions or issue statements or reports unless authorized to do so by the full Commission, nor may it change any policy or directive of the Commission.

Recommended

Functions & Responsibilities

1. Monitor & document hate crimes.
2. Develop the capacity to mobilize individuals & groups anywhere in MHRC's jurisdiction toward a rapid, organized community response to major incidents which demonstrate bigotry and intimidation.
3. Monitor & evaluate media coverage & portrayal of bias crimes.
4. Prepare "Hate Crimes" section of annual report & 8-month progress report.
5. Develop neighborhood-based network for reporting & resolving disputes leading to potential criminal behavior. Work directly with the City's Neighborhood Mediation Project & the Police Bureau & County Sheriff.
6. In cooperation with police, prosecution, courts, & corrections, develop a community-based diversion program for non-felony first offenders convicted under ORS Intimidation statutes.

Recommended

Functions & Responsibilities

1. Lead coalition of community organizations to hold 1 or 2 events a year that focus on improving the quality of life for ethnic groups and members of protected classes.
2. Identify and maintain contact with all organizations working locally to celebrate and ensure the acceptance of diversity in our community.
3. Identify gaps in cultural diversity training & information & assist other organizations in meeting those needs.
4. Assist school districts with development of diversity training and anti-bias curricula.
5. In cooperation with neighborhood & community groups, develop, promote, & conduct anti-racism & cultural diversity training programs throughout community.

Recommended

Functions & Responsibilities

1. Monitor City & County progress in administering civil rights ordinances, including the BOLI enforcement & Fair Housing contracts.
2. Monitor City & County progress in meeting affirmative action goals.
3. Conduct annual public hearings to establish record for asserting the existence of discrimination & bias in the community.
4. Review City & County policies, ordinances & laws for consistency & fairness under civil rights laws. Recommend changes to Commission for inclusion in annual & 6-month reports.
5. Monitor & advocate the work of The Disability Project & the City/County Advisory Committee on the Disabled.

EXHIBIT B  
PAGE 2 of 2

MEETING DATE: JUL 08 1993

AGENDA NO: R-5

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Resolution - Cancellation of Certain Checks - Issued Seven Years Prior to July 1, 1993

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: July 8, 1993

Amount of Time Needed: 2-3 minutes

DEPARTMENT: MSS DIVISION: Finance

CONTACT: Janet Thompson TELEPHONE #: x3312

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Jean Uzelac

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

In the matter of the cancellation of certain checks heretofore issued by Multnomah County more than seven (7) years prior to July 1, 1993, and not heretofore presented for payment.

*7/9/93 copies to JEAN UZELAC*

1993 JUN 29 PM 12:14  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: *David A. Boyer / Wendy Craighead*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BEFORE THE BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY, OREGON

In the matter of the Cancellation )  
of Certain Checks Heretofore )  
Issued by Multnomah County more )  
than Seven (7) Years Prior to )  
July 1, 1993, and not Heretofore )  
presented for Payment. )

RESOLUTION

93-246

The above-entitled matter is before the Board upon presentation by the Finance Director of a list of all checks issued more than seven (7) years prior to July 1, 1993 which have not been paid, showing the amount of each check, to whom issued and date of issuance, or other pertinent information; and

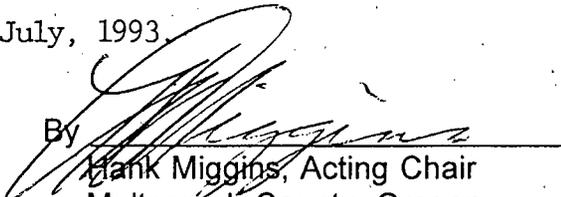
It now appearing to the Board, in accordance with the provisions of ORS 287.454 to 287.458, that it is incumbent upon the Board to publish notice in a newspaper in Multnomah County of general circulation, notifying the public that if the checks are not presented for payment within sixty (60) days from date of publication they will be canceled and payment thereof will be refused; and the Board being fully advised in the premises; it is therefore

RESOLVED that the notice required by ORS 287.456 shall be published by the Clerk of the Board on behalf of the Board of County Commissioners of Multnomah County.

DATED this 8th day of July, 1993.



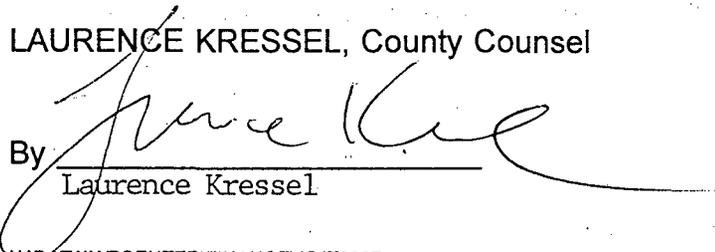
By

  
Hank Miggins, Acting Chair  
Multnomah County, Oregon

REVIEWED BY:

LAURENCE KRESSEL, County Counsel

By

  
Laurence Kressel

MULTNOMAH COUNTY  
 1985-86 CHECKS OUTSTANDING  
 AS OF 6/30/93

GENERAL CHECKS

CHECK NUMBER	PAYEE	CHECK DATE	AMOUNT
2172	ORCET	DEC 4, 1985	160.00
2424	OWENS, ILLINOIS	DEC 9, 1985	140.00
3790	SHATTUCK, JULIE	DEC 24, 1985	30.00
15231	PEDIATRIC ALERT	MAY 28, 1986	59.00
15615	PEDIATRIC ALERT	JUNE 4, 1986	<u>59.00</u>
		TOTAL	<u><u>448.00</u></u>

PAYROLL

CHECK NUMBER	PAYEE	CHECK DATE	AMOUNT
70426	PITASSI, DOUGLAS D.	AUGUST 8, 1985	<u>38.17</u>
		TOTAL	<u><u>38.17</u></u>

ELECTIONS

CHECK NUMBER	PAYEE	CHECK DATE	AMOUNT
17404	CAROL TAYLOR	AUGUST 23, 1985	47.11
19777	ZION UNITED CHURCH OF CHRIST	DEC 20, 1985	25.00
20802	MARY R COHEN	JUNE 5, 1986	49.58
21174	JULIE G KLOUCEK	JUNE 5, 1986	47.06
21500	SUNNYSIDE MASONIC ASSOC	JUNE 5, 1986	<u>25.00</u>
		TOTAL	<u><u>193.75</u></u>

## TAX REFUND

CHECK NUMBER	PAYEE	CHECK DATE	AMOUNT
10602	DAVIS, STEVEN J.	JULY 31, 1985	170.84
10616	1ST AMERICAN TITLE	JULY 31, 1985	94.98
10680	GROVE, SONJA C.	JULY 31, 1985	45.81
10806	OLD STONE MTG	AUGUST 28, 1985	745.18
10813	THIBODEAU, JAMES & SHARON K.	AUGUST 28, 1985	82.50
11034	CHANG, ALBERT G.	OCTOBER 23, 1985	25.93
11053	STEWART TITLE	OCTOBER 23, 1985	26.77
11072	CAM INDUSTRIES, INC.	OCTOBER 23, 1985	33.09
11076	WAPNICK CAPLAN & STILES	OCTOBER 23, 1985	127.62
11170	DAVIS, THEDA	OCTOBER 23, 1985	37.60
11227	1ST INTERSTATE BANK	OCTOBER 23, 1985	26.93
11232	LOPEZ, HENRY & TONI	OCTOBER 23, 1985	38.92
11339	RE-SELL UNLIMITED	OCTOBER 23, 1985	26.36
11666	NICHOLSON, DONNA J.	DECEMBER 19, 1985	53.70
11797	ARMSTRONG, GLENN D.	DECEMBER 19, 1985	28.20
11839	BOHRER, ALAN H & ELIZABETH E.	DECEMBER 19, 1985	32.36
11841	TRAIN, EDWARD N.	DECEMBER 19, 1985	25.89
11844	JOHNSON, GLADYS	DECEMBER 19, 1985	29.42
11933	NOBLE, LENORE F.	DECEMBER 19, 1985	26.66
11982	WATKINS, WESLEY A &	DECEMBER 19, 1985	47.15
11987	SMITH, MARJORY M	DECEMBER 19, 1985	39.30
12015	HARVELL, WILBUR C & JANET M	DECEMBER 19, 1985	25.43
12308	TUCKER, LESTER E & GRACE H	DECEMBER 19, 1985	32.59
12705	ENDICOTT, CURTIS H &	DECEMBER 19, 1985	35.13
12813	SELHORST, BEEPSKE &	DECEMBER 19, 1985	27.73
12816	BELUSKO, ANTHONY A.	DECEMBER 19, 1985	55.94
12863	IMES, LOUIE E & PAULINE E	DECEMBER 19, 1985	37.49
13091	MILLARD, OLGA L	JANUARY 16, 1986	78.50
13181	SZANTO, LESLIE A.	JANUARY 16, 1986	78.50
13457	1ST INTERSTATE BANK	FEBRUARY 12, 1986	88.83
13630	SAVARIAU, CHARLES ET AL	FEBRUARY 12, 1986	84.25
13774	BANK OF CALIFORNIA	FEBRUARY 12, 1986	29.79
13890	PACIFIC FIRST FEDERAL	FEBRUARY 25, 1986	292.18
14004	BROWNING, BEN F	FEBRUARY 25, 1986	49.89
14121	EQUITABLE LIFE LEASING CORP	MARCH 11, 1986	443.39
14330	STEWART TITLE OF OR INC.	MARCH 11, 1986	68.56
14344	OREGON BANK	MARCH 11, 1986	40.00
14352	TSAI, ANDY	APRIL 4, 1986	86.42
14394	CITICORP LEASING INC.	APRIL 4, 1986	<u>108.12</u>
		TOTAL	<u>3,427.95</u>

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

In the matter of accepting the recommendation )  
of the Employee Suggestion Committee regarding)  
Employee Suggestion Number DHS-014. )

RESOLUTION  
# 93-247

WHEREAS, the Board of County Commissioners passed resolution number 91-80 which established an Employee Suggestion System to improve the overall effectiveness and work environment of Multnomah County,

WHEREAS, the Board of County Commissioners directed an Employee Suggestion Committee to review the submitted employee suggestions and recommend action to be taken by the Board, and

WHEREAS the Employee Suggestion committee reviewed suggestion DHS-014: Using Staff Nurses to fit Compression Stockings and recommended its adoption.

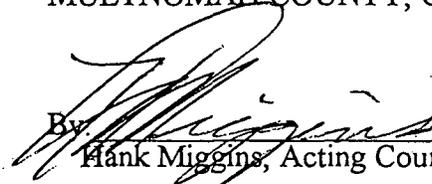
THEREFORE BE IT RESOLVED THAT:

The Board of County Commissioners accepts the recommendation of the Employee Suggestion Committee and requests the Chair implement Employee Suggestion number DHS-014.

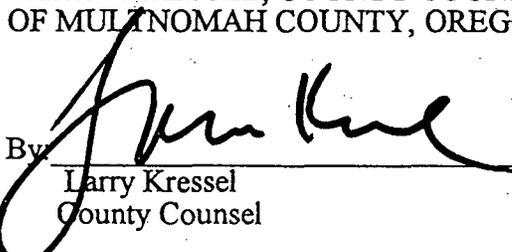
Adopted this 8th day of July, 1993.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Hank Miggins, Acting County Chair

LARRY KRESSEL, COUNTY COUNSEL  
OF MULTNOMAH COUNTY, OREGON

By   
Larry Kressel  
County Counsel

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

In the matter of accepting the recommendation )  
of the Employee Suggestion Committee regarding )  
Employee Suggestion Number DHS-015. )

RESOLUTION  
# 93-248

WHEREAS, the Board of County Commissioners passed resolution number 91-80 which established an Employee Suggestion System to improve the overall effectiveness and work environment of Multnomah County,

WHEREAS, the Board of County Commissioners directed an Employee Suggestion Committee to review the submitted employee suggestions and recommend action to be taken by the Board, and

WHEREAS the Employee Suggestion committee reviewed suggestion DHS-015: Space Design of School Based Clinic and recommended its adoption.

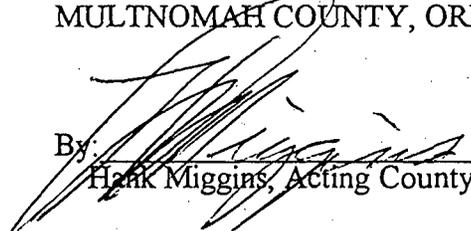
THEREFORE BE IT RESOLVED THAT:

The Board of County Commissioners accepts the recommendation of the Employee Suggestion Committee and requests the Chair implement Employee Suggestion number DHS-015.

Adopted this 8th day of July, 1993.

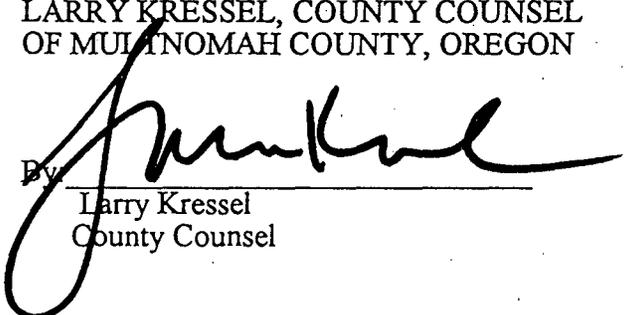


BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By:   
Hank Miggins, Acting County Chair

APPROVED AS TO FORM

LARRY KRESSEL, COUNTY COUNSEL  
OF MULTNOMAH COUNTY, OREGON

By:   
Larry Kressel  
County Counsel

MEETING DATE: JUL 08 1993

AGENDA NO: R-6

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Employee Suggestions - Design of Health Clinic, & Using Staff to fit Compression Stockings

**BOARD BRIEFING** Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING:** Date Requested: July 8, 1993

Amount of Time Needed: 5 minutes

**DEPARTMENT:** Nondepartmental **DIVISION:** Chair's Office

**CONTACT:** Mark W. Murray **TELEPHONE #:** 248-3883  
**BLDG/ROOM #:** 106/1400

**PERSON(S) MAKING PRESENTATION:** Mark W. Murray

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

**SUMMARY** (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

DHS-014: Suggests that the County stock, and use staff nurses to fit clients for compression stockings, rather than contract with an outside agency. Estimated annual savings is \$1,400 per year.

DHS-015: Recognizes the savings realized and the effort expended by Retta White. She was responsible for the redesign of the Cleveland School Based Clinic, thus saving money which would have gone to outside design efforts. Estimated savings for this suggestion is \$3,000.

7/19/93 copies to Mark Murray

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** Mark Higgins

OR

**DEPARTMENT MANAGER:** \_\_\_\_\_

1993 JUN 29 PM 12:14  
MUL TONAH COUNTY  
OREGON  
CLERK OF COUNTY

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions?: Call the Office of the Board Clerk 248-3277/248-5222



# MULTNOMAH COUNTY, OREGON

**COMMITTEE USE ONLY**

Date Received: 9/14/92

File No: DHS-814

## EMPLOYEE SUGGESTION FORM

IMPORTANT: Please read the instructions on back before completing.

BE SURE YOUR IDEA IS THOROUGHLY UNDERSTOOD. WRITE YOUR SUGGESTION CLEARLY AND COMPLETELY. ATTACH EXTRA PAGES, CHARTS OR DRAWINGS, IF NECESSARY. IF YOU NEED ASSISTANCE, PLEASE CONTACT A MEMBER OF THE SUGGESTION COMMITTEE. IT IS NOT ENOUGH TO IDENTIFY A PROBLEM, YOU MUST OUTLINE ITS SOLUTION. PLEASE BE AS DETAILED AS POSSIBLE

### PRESENT METHOD, CONDITION, or PROBLEM:

Present Cost:

\$2800.00

Presently all clients are authorized out to Shaw Foundation for compression stockings. The standard order is for 2 pair of stockings. In addition to the cost of the stockings is also the cost of the interpreter. This is only for IHC Clinic. This estimated cost does not include the rest of the clinics.

Subtotal:

### PROPOSED SOLUTION:

Estimated Cost:

\$1388.00

To have them stocked in Health Supply, using on staff nurses to measure and fit them when in the clinic for appointments and using on staff interpreters.

Subtotal:

Total Anticipated Savings(per year):

\$1,412.00

### Type of Suggestion:

- Increased Efficiency
- Improved Methods
- Improved Service
- Improved Equipment

- Reduced Costs
- Waste Prevention
- Increased Worker Health and/or Safety
- Other - Please Specify \_\_\_\_\_

Date Submitted:

8/24/92

Request confidentiality:

YES NO

Name of Suggestor: (please print) (Optional)

Jean Hill

Phone Number: (Optional)

Dept/Div: (Optional)

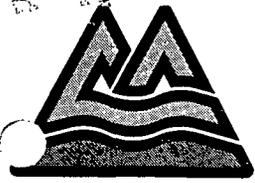
Mailing Address: (Optional)

430/IHC 12710 SE Division 97236

PRESENT THIS FORM TO A MEMBER OF THE SUGGESTION COMMITTEE OR SEND IT TO THE ESC, AT: B/101, R/134

Suggestor Signature: \_\_\_\_\_

(OPTIONAL)



# MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204-2394  
(503) 248-3674  
FAX (503) 248-3676  
TDD (503) 248-3816

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Jean Hill  
FROM: Jan Sinclair  
DATE: October 16, 1992  
SUBJECT: Employee Suggestion: Compression Stockings

Dear Jean,

Both your manager, Bruce Bliatout, and the acting lead nurse, Nancy Kirchner, told me that they knew you were working on "the stocking question" and they think your idea is a good one and needs investigating.

I know you did some homework and calculations on this issue and both Nancy and Bruce asked if you'd share it with them.

The nurses asked for data on how many patients we order stockings for and they would like to see what it would take for them to learn how to do the measuring and whether or not they can do this in clinic.

Jean, this is a really good suggestion and I would like to see Bruce and the nursing staff follow up on this with you. I have given a copy of your suggestion to Nancy Kirchner asking if she'd share it with the other nurses and Bruce and follow up with you when you get back from a well deserved vacation.

I will share this letter with Bruce and ask that I get feedback on the outcome of your groups investigation.

Thank you for the work you do everyday and for your ideas.

*Jan*

Jan Sinclair, Director  
Specialty Care Services

cc; Billi Odegaard

[0336g m]

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

In the matter of accepting the recommendation )  
of the Employee Suggestion Committee regarding)  
Employee Suggestion Number DHS-014. )

RESOLUTION  
# 93-247

WHEREAS, the Board of County Commissioners passed resolution number 91-80 which established an Employee Suggestion System to improve the overall effectiveness and work environment of Multnomah County,

WHEREAS, the Board of County Commissioners directed an Employee Suggestion Committee to review the submitted employee suggestions and recommend action to be taken by the Board, and

WHEREAS the Employee Suggestion committee reviewed suggestion DHS-014: Using Staff Nurses to fit Compression Stockings and recommended its adoption.

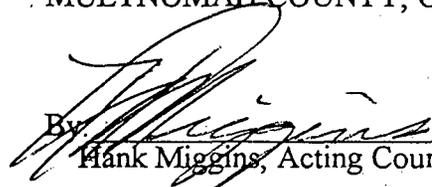
THEREFORE BE IT RESOLVED THAT:

The Board of County Commissioners accepts the recommendation of the Employee Suggestion Committee and requests the Chair implement Employee Suggestion number DHS-014.

Adopted this 8th day of July, 1993.

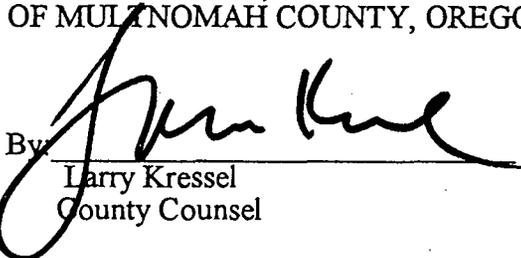


BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Hank Miggins, Acting County Chair

APPROVED AS TO FORM

LARRY KRESSEL, COUNTY COUNSEL  
OF MULTNOMAH COUNTY, OREGON

By   
Larry Kressel  
County Counsel

MEETING DATE: JUL 08 1993

AGENDA NO: R-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Employee Suggestions - Design of Health Clinic, & Using Staff to fit Compression Stockings

BOARD BRIEFING Date Requested: [redacted]

Amount of Time Needed: [redacted]

REGULAR MEETING: Date Requested: July 8, 1993

Amount of Time Needed: 5 minutes

DEPARTMENT: Nondepartmental DIVISION: Chair's Office

CONTACT: Mark W. Murray TELEPHONE #: 248-3883 BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Mark W. Murray

ACTION REQUESTED:

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

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

DHS-014: Suggests that the County stock, and use staff nurses to fit clients for compression stockings, rather than contract with an outside agency. Estimated annual savings is \$1,400 per year.

DHS-015: Recognizes the savings realized and the effort expended by Retta White. She was responsible for the redesign of the Cleveland School Based Clinic, thus saving money which would have gone to outside design efforts. Estimated savings for this suggestion is \$3,000.

7/9/93 copies to Mark Murray

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Hank Higgins OR DEPARTMENT MANAGER:

1993 JUN 29 PM 12:14 COUNTY COMMISSIONER 1403

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions?: Call the Office of the Board Clerk 248-3277/248-5222



# MULTNOMAH COUNTY, OREGON

**COMMITTEE USE ONLY**  
 Date Received:  
 File No: DHS-015

## EMPLOYEE SUGGESTION FORM

IMPORTANT: Please read the instructions on back before completing.

BE SURE YOUR IDEA IS THOROUGHLY UNDERSTOOD. WRITE YOUR SUGGESTION CLEARLY AND COMPLETELY. ATTACH EXTRA PAGES, CHARTS OR DRAWINGS, IF NECESSARY. IF YOU NEED ASSISTANCE, PLEASE CONTACT A MEMBER OF THE SUGGESTION COMMITTEE. IT IS NOT ENOUGH TO IDENTIFY A PROBLEM, YOU MUST OUTLINE ITS SOLUTION. PLEASE BE AS DETAILED AS POSSIBLE

### PRESENT METHOD, CONDITION, or PROBLEM:

Present Cost:

Problem: Squeezing a full service Primary Care Clinic (School Based Health Center) into a standard classroom space (23 x52'). Cleveland School Based Health Center has been housed for 6 years in an inadequate space. There is limited confidential space (3 offices have only half walls) and there is only one sink used for both clean and dirty purposes. The school has made available a larger space and a remodel is in the budget.

Subtotal:

### PROPOSED SOLUTION:

Estimated Cost:

Solution: Retta White spent approximately 40 hours of her own time working and re-working the space. It was Retta's 16 years experience as a Health Assistant in Primary Care that allowed her the insight needed to make the space work. Retta considered clinic flow, efficient patient and staff traffic patterns, allowed space for necessary office and medical equipment, confidentiality and privacy. Several plans were submitted by the Portland School District architect, but the final plan chosen was one by Ms. White. Retta saved hours of architectural time by presenting a precise, well thought out, floor plan. The plan allows for future growth of the clinic by including 2 exam rooms as well as a counseling room for our currently half time and "hopefully some day full time" counselor.

$\$75/hr \times 40 hrs = \$3000$

Subtotal:

Total Anticipated Savings(per year):

### Type of Suggestion:

- Increased Efficiency
- Improved Methods
- Improved Service
- Improved Equipment

- Reduced Costs
- Waste Prevention
- Increased Worker Health and/or Safety
- Other-Please Specify Efficient use of small clinic space

Date Submitted: <u>2-10-93</u>	Request confidentiality: <b>YES</b> <b>NO</b>	Name of Suggestor: (please print) (Optional) <u>Retta White</u>
Phone Number: (Optional) <u>248-3350</u>	Dept/Div: (Optional) <u>Health Dept</u>	Mailing Address: (Optional) <u>3400 S.E. 26th Portland, Oregon</u>

PRESENT THIS FORM TO A MEMBER OF THE SUGGESTION COMMITTEE OR SEND IT TO THE ESC, AT: B/101, R/134

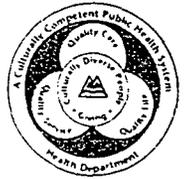
Suggestor Signature: \_\_\_\_\_

(OPTIONAL)

*CSBAC 477*



# MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204-2394  
(503) 248-3674  
FAX (503) 248-3676  
TDD (503) 248-3816

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## M E M O R A N D U M

TO: EMPLOYEE SUGGESTION COMMITTEE  
FROM: DWAYNE PRATHER, DIRECTOR, SUPPORT SERVICES DIVISION  
SUBJECT: EMPLOYEE SUGGESTION - RETTA WHITE  
DATE: FEBRUARY 22, 1993

---

### CULTURAL DIVERSITY IS OUR STRENGTH

---

The attached suggestion as submitted is highly worthy of your consideration.

I am aware of the many hours of personal time spent by Ms. White since I reviewed most of the proposals in one meeting or another.

Although not quite architectural in quality, her drawings were close. They were logical, included major features, addressed current problems, and most importantly offered several options for consideration.

It is the options that Retta offered that saved architectural time. We had agreement on a final plan after the first draft. This is unusual to say the least.

The architects time is in the range of \$30 per hour (without benefits) and I estimate from 5 to 10 days of effort saved in almost eliminating the back and forth of revising drafts.

My compliments to her effort as well as her skill in presenting her thoughts in such a useable manner.

I believe this suggestion is worthy of both full recognition as well as appropriate financial reward.

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

In the matter of accepting the recommendation )  
of the Employee Suggestion Committee regarding )  
Employee Suggestion Number DHS-015. )

RESOLUTION  
# 93-248

WHEREAS, the Board of County Commissioners passed resolution number 91-80 which established an Employee Suggestion System to improve the overall effectiveness and work environment of Multnomah County,

WHEREAS, the Board of County Commissioners directed an Employee Suggestion Committee to review the submitted employee suggestions and recommend action to be taken by the Board, and

WHEREAS the Employee Suggestion committee reviewed suggestion DHS-015: Space Design of School Based Clinic and recommended its adoption.

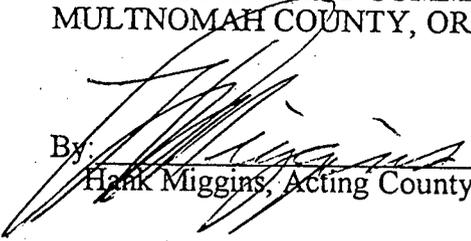
THEREFORE BE IT RESOLVED THAT:

The Board of County Commissioners accepts the recommendation of the Employee Suggestion Committee and requests the Chair implement Employee Suggestion number DHS-015.

Adopted this 8th day of July, 1993.

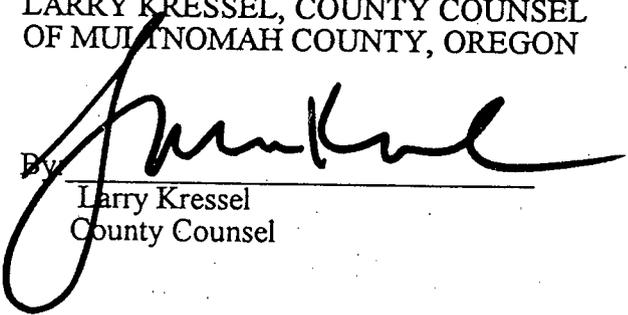


BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By:   
Hank Miggins, Acting County Chair.

APPROVED AS TO FORM

LARRY KRESSEL, COUNTY COUNSEL  
OF MULTNOMAH COUNTY, OREGON

By:   
Larry Kressel  
County Counsel

MEETING DATE JUL 08 1993

AGENDA NUMBER R-8

**AGENDA PLACEMENT FORM**

SUBJECT: Meeting to decide on budget notes

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: July 8, 1993

Amount of Time Needed: 30 minutes

DEPARTMENT: Nondepartmental DIVISION Planning & Budget

CONTACT: Dave Warren TELEPHONE : 248-3822

BLDG/ROOM: 106/1400

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

**ACTION REQUESTED**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

The Board will meet to review, discuss, and adopt budget notes to the 1993-94 Multnomah County Adopted Budget.

Attached is a copy of the Approved Budget notes with my (Dave Warren's) suggested deletion of references to the June process items. Also attached is Commissioner Saltzman's list of recommended notes. As notes come to the Budget Office from other Commissioners, they will be circulated to the Board as a whole.

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: 

OR

DEPARTMENT MANAGER: \_\_\_\_\_

1993 JUN 29 PM 12:47  
MULTNOMAH COUNTY  
OREGON  
CLERK OF BOARD

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

# BUDGET SUMMARY

BOARD OF COMMISSIONERS BUDGET MESSAGE

MAY 1993

In approving adopting the 1993-94 Budget, the Board of Commissioners indicated future directions which will be reviewed later, either in June, when the Board intends to hold further budget sessions, or during fiscal year 1993-94 as other information becomes available. Many of these plans will depend on the revenue forecasts at those points.

## REVENUE ASSUMPTION

The Board of County Commissioners assumes 1993-94 property values will increase 9% above the 1992-93 assessed value. The Board is reluctant to allocate all the estimated property tax receipts from this estimated property value into ongoing programs. The Board has directed that General Fund Contingency be increased by \$500,000 to compensate for possible shortfalls in property taxes.

## JUNE HEARINGS

The Board of Commissioners intends to formally review its Approved Budget decisions during hearings in June. At those sessions, the Board intends to consider a number of programs for potential funding if revenues are available or offsetting cuts can be found.

- The Aging Services Division of the Department of Social Services is requested to seek private funding to maintain the Gatekeeper program. The Board will review the progress of Aging Services in meeting this request during the review and final adoption of the budget in June.
- County Commissioners recognize the importance of improving access to County services for Hispanic persons. They intend to review proposals for funding such services in June.
- The Board will reexamine possibilities for reallocating appropriations to school mental health services, either to continue the program at the 1992-93 level, or to extend funding through 1993-94 to allow the program to phase out while continuing to deal with the critical mental health needs of clients currently being served by the program.
- County Commissioners recognize the importance of pre-natal care for homeless youth. They intend to review the status of the Outside-In pre-natal program in for possible restoration.
- The Board will reexamine the possibilities for restoring funding for institutional mental health in the corrections system to cover anticipated needs.
- The Board recognizes that two Inverness work crews support the operations of the laundry and assist with jail maintenance. These crews are among those not funded in the budget approved on April 29, and the Board will consider the subject of laundry operations, maintenance, and work crews during budget deliberations in June.

## POTENTIAL FURLOUGH

The Board of County Commissioners believes that the program reductions imposed by the 1993-94 Budget are extremely severe. They intend to pursue with bargaining units for County employees the possibility of a mandatory furlough during the week of December 27 through December 31 with the savings from such a furlough to be used to restore programs that would otherwise be cut.

# BUDGET SUMMARY

## BOARD OF COMMISSIONERS BUDGET MESSAGE

MAY 1993

### OCTOBER BUDGET REVIEW

The Board of County Commissioners anticipates that actions by the 1993 State Legislature will require major budget adjustments. They propose to re-examine the budget in light of these actions in October 1993. At that time, the Board expects to have several issues to resolve, including: the level of State support of Community Corrections and Social Services programs, the impacts of possible State reductions in institutional beds for mentally ill inmates and convicted felons, the impact of possible State court fees dedicated to courthouse security, the effect of possible changes in State alcohol taxes and liquor revenue, and possible changes to other programs assumed in the 1993-4 Budget to be funded by State grants.

- The Board anticipates that possible changes in State alcohol taxes and dedication of liquor revenue to alcohol treatment programs may permit a review of the level and mix of funding for the Detox and Sobering programs and for the D.A.R.E. program in October 1993.
- The Board recognizes that Community Corrections funding is heavily dependent on decisions pending at the State Legislature. The 1993-94 Budget represents the best estimates of the funding and allocation decisions available prior to the end of the legislative session. The Board anticipates reworking the Community Corrections budget to reflect final State allocations.

### GENERAL POLICY STATEMENTS

The Board of County Commissioners intends that the full cost of all programs will be computed and displayed in the 1994-95 Budget. The Board also intends to review all fees to assure that they are set at levels that will recover the full cost of providing services where appropriate.

County Commissioners intend to identify all subsidies from Multnomah County to other governments, and to develop plans to discontinue all such subsidies.

### POLICY STATEMENTS AND DIRECTIONS SPECIFIC TO DEPARTMENTS

#### SOCIAL SERVICES

- County Commissioners expect the Department of Social Services to analyze all grant-funded programs during 1993-94 to determine what percentage of the grant dollars end up supporting actual services delivered to clients.

#### HEALTH DEPARTMENT

- County Commissioners intend to review the school health clinic program during 1993-94 with two objectives: to compare the behavioral and health patterns of students in schools with clinics to those of comparable schools without clinics, and to consider possible clinic services in middle schools or junior high schools.
- County Commissioners recommend that the Health Department find more cost-effective means to deliver interpretative services to its clients. One suggestion is that the Health Department contract with Hispanic Access Center for interpretative services as "on-call" or full service basis. As most interpreters dollars are spent for interpreters in the "on-call" category, a contract with the Hispanic Access Center would appear to provide benefits for the Department and the Access Center.

## BUDGET SUMMARY

### BOARD OF COMMISSIONERS BUDGET MESSAGE

MAY 1993

- County Commissioners recommend that the Health Department continue to market its expertise with the OSHA Blood borne Pathogen standards by providing training for a fee to private companies as well as other governments.
- County Commissioners recommend that the Health Department market its innovative client tracking software to other government agencies.

### COMMUNITY CORRECTIONS

- County Commissioners recommend that the Department of Community Corrections should explore the potential for use of Caller ID as a means of increasing effectiveness of supervision of parolees and probationers. Caller ID should reduce the need for PPO's to physically verify locations of parolees and probationers under intensive supervision; enhancing productivity of Probation Officers. Caller ID is now legal in Oregon.
- The Board heard testimony from TASC that random drug testing currently takes place 6 to 7 times per month. It appears to County Commissioners that this frequency could be cut in half and still be an effective deterrent. The fundamental component of its success as a tool is in the fact the urinalysis tests are random, not their frequency. Also a nominal charge to each person tested does not appear to the Commissioners to be unreasonable. Again, the TASC testimony indicated that the cost per drug analyzed was \$1.25 per test, and a standard urinalysis test includes five drugs. A \$6 to \$10 charge to the person tested could cover the entire lab analysis cost.
- The Board of County Commissioners recognizes the efficiencies and improved lines of authority that will result from County acceptance of responsibility for the Pretrial Release Supervision Program. The Board also anticipates that the State Courts will continue to fund this program and will review the decision to include the program if State funding is not assured.

### SHERIFF'S OFFICE

- The Board of County Commissioners commends the Sheriff for his participation in the Public Safety 2000 process and looks forward to acting on recommendations that emerge from the Council of Law Enforcement Officials (CLEO) that will enhance public safety by more efficient and effective deployment of tax dollars on law enforcement.
- The Board encourages the Sheriff to work with the Citizens Crime Commission and arrange for an independent operational analysis of his department as proposed in the Public Safety 2000 report pursuant to the Sheriff's recommendation
- The Board of County Commissioners has dedicated ~~\$75,000~~ \$140,000 to fund the assignment of one Sergeant and one Deputy full-time to the County's child abuse multidisciplinary team.
- County Commissioners want an analysis during 1993-94 of the cost of extending D.A.R.E. services throughout Multnomah County.

### ENVIRONMENTAL SERVICES

- The Board of County Commissioners expects the Facilities and Property Management Division to be accounted for in a separate, internal service fund in the 1994-95 Budget, with appropriate space costs billed to all funding sources.

## BUDGET SUMMARY

### BOARD OF COMMISSIONERS BUDGET MESSAGE

MAY 1993

- County Commissioners also expect a comprehensive space plan to be developed for County facilities, emphasizing investment in facilities the County owns, and diminishing reliance on leased space where possible.

### LIBRARY

- County Commissioners intend to pursue ways to increase financial support from other counties for library services provided to people who are not Multnomah County residents, or to deny services to people who are not Multnomah County residents.
- The Board of County Commissioners expects the Library Director to negotiate a new MIX agreement or to establish other means to eliminate, to the maximum extent feasible, County taxpayers' subsidy of out-of-county residents' use of library resources.
- The Board of County Commissioners expects full and sincere cooperation of the Library Director and staff in implementing Library Entrepreneurial Initiative Team suggestions that are adopted by the Board later this year.

### NONDEPARTMENTAL

- County Commissioners intend to pursue the option of contracting with METRO to prepare emergency plans for Multnomah County. County Commissioners also intend to pursue the option of contracting with the City of Portland to perform emergency management functions for the City. The Commissioners expect to review the appropriate organizational entity to develop emergency preparations during 1993-94.
- County Commissioners wish to pursue payment of part or all of the contribution to METRO with Road Fund support, believing that transportation planning is a primary function performed by METRO with the revenue from this assessment.



**DAN SALTZMAN, Multnomah County Commissioner, District One**

1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

June 27, 1993

TO: Dave Warren  
FROM: Dan Saltzman  
RE: FY93-94 Budget Note Recommendations

**HEALTH DEPARTMENT**

- 1) Health Department should continue to market its expertise with the OSHA Bloodborne Pathogen standard by providing training for a fee to private companies as well as other governments.
- 2) Health Department should work to market its innovative client tracking software to other government agencies.
- 3) Health Department must find more cost-effective means to deliver interpretative services to its clients. <sup>DELETE</sup> One suggestion is that the Health Department contract with Hispanic Access Center for interpretative services as "on-call" or full service basis. As most interpreters dollars are spent for interpreters in the "on-call" category, a contract with the Hispanic Access Center would appear to provide benefits for the Department and the Access Center. ]

**COMMUNITY CORRECTIONS**

- 1) DCC should <sup>CONTINUE TO</sup> ~~seriously~~ explore potential for use of Caller ID as means of increasing effectiveness of supervision of parolees and probationers. <sup>DELETE</sup> Caller ID should reduce need for PPOs to physically verify locations of parole and probationer under intensive supervision; enhancing productivity of PPOs. ]
- 2) While the TASC presentation on April 21 stated that random means 6 to 7 tests per month, it would appear that this frequency could be cut in half and still be an effective deterrent. The fundamental aspect to its success as a tool is in the fact that the UA tests are random, not their frequency. Also, charging the nominal cost of testing to the person tested does not appear

unreasonable. TASC indicates its cost per drug analyzed is \$1.25, and a standard UA test includes five drugs. Thus, a \$6 to \$10 charge to the person tested could cover the entire lab analysis cost.

<sup>RESERVED \$06,000</sup>  
3) The Commission has dedicated \$506,156 in its contingency account for preserving Parole and Probation Officer positions, should state community corrections act monies not be sufficient to maintain current service levels in the county. It is the Commission's intent that the number of Parole and Probation Officers not be reduced.

### SHERIFF

~~RESERVED~~ ~~RESERVED~~  
1) The Commission has dedicated \$139,577 to fund the assignment of one sergeant and one deputy sheriff full time to the County's child abuse multidisciplinary team. On June 24, the Board underscored its funding of a sergeant position, citing the need to establish training and protocols with the Portland Police and other participating law enforcement agencies.

~~Delete~~ 2) The Commission commends the Sheriff for his participation in the Public Safety 2000 process and looks forward to acting on recommendations that emerge from the Council of Law Enforcement Officials (CLEO) that will enhance public safety by more efficient and effective deployment of tax dollars on law enforcement. <sup>NEW 2)</sup>

~~Delete~~ 3) The Commission encourages the Sheriff to work with the Citizens Crime Commission and arrange for an independent operational analysis of his department as proposed in the Public Safety 2000 report pursuant to the Sheriff's recommendation.

<sup>RESERVED 261,000</sup>  
4) The Commission has dedicated \$261,607 in its contingency account to purchase hardware and personnel for courthouse security. This money will be used for security in the event the Legislature does not enact legislation allowing court fees to be used for courthouse security.

### LIBRARY

1) The Commission expects the library director to negotiate a new MIX agreement or to establish other means to eliminate, to the maximum extent feasible, county taxpayers' subsidy of out-of-county residents use of library resources.

2) The Commission anticipates the participation of the library director and staff in pursuing entrepreneurial activities as outlined by the Library Entrepreneurial Initiative Team's Final Report, dated June 24, 1993.

### DEPARTMENT OF SOCIAL SERVICES

1) The Commission will consider the Outside In request to fund its needle exchange program, for which grant funding has been lost. The Commission notes that Portland Bureau of Environmental Services' supports expansion of needle exchange to reduce their prevalence in sewer overflows and the rivers. The Commission awaits Outside In's request to the Bureau to contribute funding to the needle exchange program.

2) The Commission will consider additional funding for the Hooper Center of no more than \$40,000 after the Legislature has adjourned. Central City Concern has pledged to not request additional funds from the county if alcohol and drug state funds are obtained.

3) The Commission has authorized a payment to Association for Portland Progress' downtown Economic Improvement District. The payment is based upon county landholdings in the district. The APP has pledged to apply the county's contribution to direct assistance to the chronically mentally ill in downtown Portland.