MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

AGENDA OF

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

September 5 - 9, 1988

Monday, September 5, 1988 - OFFICES CLOSED - HOLIDAY

Tuesday, September 6, 1988 - 1:30 PM - Planning items
Informal Meeting . . Page 2

Thursday, September 8, 1988 - 9:30 AM - Formal. . . . . Page 4

Tuesday, September 6, 1988 - 1:30 PM

Multnomah County Courthouse, Room 602

Decisions of the Planning Commission of August 8, 1988

The Following Decisions are reported to the Board for acceptance and implementation by Board Order:

PR 2-88 Approve requested amendment of the Centennial Community Plan Map, Changing the designation of the subject properties from low density residential to medium density residential;

ZC 4-88 Approve amendment of Sectional Zoning Map #408, changing the described properties from LR-7, low density residential district to MR-4, medium density residential district;

CU 8-88 Approve, subject to conditions, requested conditional use request to establish business or professional office use of the subject sites, all for property at 15054 SE Division Street

PR 3-88 Approve requested amendment to the Powellhurst Community Plan Map, changing the designation of the described properties from office to extensive commercial

ZC 5-88 Approve, subject to conditions, requested amendment to Sectional Zoning Map #403, changing the described properties from BPO, business office district to EC, extensive commercial district, all for property at 9862 SE Division Street

Other items for Board action

1. Resolution in the matter of amending the Urban Planning Area Service Boundary for the City of Troutdale

2. Resolution in the matter of amending the Urban Planning Area Service Boundary for the City of Wood Village

3. Resolution in the matter of amending the Urban Planning Area Agreement between Multnomah County and the City of Portland (includes Exhibit B - Urban Planning Area Agreement)

4. In the matter of ratification of an amendment to the Urban Planning Area Agreement with the City of Fairview

Tuesday, September 6, 1988 - 1:30 PM

FOLLOWING PLANNING ITEMS

Multnomah County Courthouse, Room 602

INFORMAL

1. Informal Review of Bids and Requests for Proposals:
   a) Crusher Screens, Repair Parts, Manganese & Hardsurfacing, on requirements basis
   b) Corrections Facility Remodel - Phase II

2. Monthly update on Library Activities - Sarah Long

3. Update on the Oregon Convention Center - Metro Executive Rena Cusma and Metro Councilor David Knowles, Chair of the Metro Convention Center Committee

4. Informal Review of Formal Agenda of September 8

Thursday, September 8, 1988, 9:30 AM

Multnomah County Courthouse, Room 602

Formal Agenda

REGULAR AGENDA

BOARD OF COUNTY COMMISSIONERS

A

R-1 In the matter of the appointments to the Merit System Civil Service Council of Carla Floyd (term expiring June, 1993) and Linda Torrence (term expiring June, 1991)

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-2a Order in the matter of the Execution of Deed D89309 for Certain Tax Acquired Property to the City of Gresham, a Municipal Corporation of the State of Oregon

b Order in the matter of the Execution of Deed D89308 for Certain Tax Acquired Property to the City of Gresham, a Municipal Corporation of the State of Oregon

R-3 Order in the matter of the Execution of a Petition for Vacation of SW Grant Street

DEPARTMENT OF GENERAL SERVICES

R-4 In the matter of the Ratification of the Collective Bargaining Agreement with the Oregon Nurses Association, for period July 1, 1988 to June 30, 1991

R-5 In the matter of the Ratification of the Collective Bargaining Agreement with the International Brotherhood of Electrical Workers Local 84, AFL-CIO, for period July 1, 1988 to June 30, 1991

R-6 In the matter of the Ratification of the Collective Bargaining Agreement with the Brotherhood of Painters and Allied Trades of American Painter District Council 55, for period July 1, 1988 to June 30, 1991

R-7 In the matter of the Ratification of the Collective Bargaining Agreement with the International Union of Operating Engineers Local 87, AFL-CIO, for period July 1, 1988 to June 30, 1991

DEPARTMENT OF JUSTICE SERVICES

A

R-8 Budget Modification DJS #4 making an appropriation transfer in the amount of $4,938 within District Attorney from Capital Outlay to Personal Services, and reclassifying two Office Assistant II positions to Office Assistant III positions in the Child Support Unit

R-9 In the matter of ratification of an intergovernmental agreement between the Sheriff's Office and the City of Portland Police Bureau for fingerprinting and photographing of individuals arrested for crimes, for period July 1, 1988 to June 30, 1989

R-10 In the matter of ratification of an intergovernmental agreement between the Sheriff's Office and Portland Community College to provide GED instruction for inmates within the correctional facilities in addition to instructional hours currently being provided and funded by PCC, for period July 1, 1988 to June 30, 1989

R-11 Notice of Intent to file for continuation of Victims of Crime Act money for placement of half-time advocate, located in Juvenile court and assists victims of juvenile offenders

R-12 Resolution in the matter of supporting changes in leases in Housing Authority of Portland to restrict possession of firearms 88-162

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

0397C.49-53

SUPPLEMENTAL AGENDA THURSDAY, SEPTEMBER 8, 1988

Request to consider the following matter by unanimous consent:

A R-13 Resolution in the Matter of Proclaiming the Week of October 3-8, 1988, as Minority Enterprise Development Week

88-163

82
J161

September 8, 1988

In the matter of the appointments to the Merit)
System Civil Service Council of Carla Floyd (term)
expiring June, 1993) and Linda Torrence (term)
expiring June, 1991) R-1)

Upon motion of Commissioner Casterline, duly seconded by Commissioner Anderson, it is unanimously

ORDERED that said appointment(s) be confirmed.

DATE SUBMITTED 9/1/88

(For Clerk's Use)
Meeting Date 9/8/88
Agenda No. R-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Appointments to Civil Service Council

Informal Only* _____ (Date)

Formal Only Thurs, Sept 8, 1988 (Date)

DEPARTMENT County Chair **DIVISION** _____

CONTACT Judy Boyer **TELEPHONE** 248-3308

***NAME(s) OF PERSON MAKING PRESENTATION TO BOARD** Judy Boyer

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

Appointment of Carla Floyd (term expires 6/93) and Linda Torrence (Term expires 6/91) to the Merit System Civil Service Council.

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

☐ PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

☐ Other _____

BOARD OF COUNTY COMMISSIONERS
1988 SEP -1 AM 10:10
MULTNOMAH COUNTY OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Gladys McCoy

BUDGET / PERSONNEL _____

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

OTHER _____
(Purchasing, Facilities Management, etc.)

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

(8/84)

BOARDS AND COMMISSIONS

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

MULTNOMAH COUNTY CIVIL SERVICE BOARD

B. Name CARLA FLOYD

Address 1828 S. E. 48th

City Portland State OR Zip 97215

Do you live in ____ unincorporated Multnomah County or X a city within Multnomah County.

Home Phone 233-2977

C. Current Employer COMMUNICATIONS WORKERS OF AMERICA - LOCAL 7901

Address 3637 N. E. Sandy Boulevard

City Portland State OR Zip 97232

Your Job Title President

Work Phone 238-6666 (Ext) ____

Is your place of employment located in Multnomah County? Yes X No ____

D. Previous Employers PACIFIC NORTHWEST BELL Dates 1971-1985 Job Title Service Rep.

CONTACT:

GLADYS McCOY, MULTNOMAH COUNTY CHAIR
1021 SW 4TH, ROOM 134
PORTLAND, OREGON 97204
(503) 248-3308

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
MULTNOMAH COUNTY YOUTH COMMISSION	1979-1981	Commission Member
UNITED WAY ALLOCATIONS BOARD	1980	Board Member
VISTA VOLUNTEER	1969-1970	Program Development Planner

F. **Please list all post-secondary school education.**

Name of School	Dates	Degree/Course of Study
SOUTHERN OREGON COLLEGE	1967-1968	Liberal Arts
MT. HOOD COMMUNITY COLLEGE	1968-1969	" "
PORTLAND STATE UNIVERSITY	1970-1971	Political Science

G. **Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.**

LINDA RASMUSSEN 5622 - 44th S. W. - Seattle, WA 98136

NITA BRUEGGEMAN 975 S. E. Sandy - #108 - Portland, OR 97214

H. **Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.**

I. **Affirmative Action Information**

F

sex / racial ethnic background

birth date: Month 9 **Day** 28 **Year** 49

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature Carla Floyd **Date** 8-26-88

lom
6/83

BOARDS AND COMMISSIONS

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. **Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)**

Merit System Civil Service Council

B. **Name** Linda F. Torrence

Address 2703 NE 11th Ave

City Portland **State** OR **Zip** 97212

Do you live in _____ **unincorporated Multnomah County or** XX **a city within Multnomah County.**

Home Phone _____

C. **Current Employer** Private Industry Council

Address 520 SW Sixth Avenue, Ste 400

City Portland **State** OR **Zip** 97204

Your Job Title Vice President of Communications

Work Phone 241-4600 **(Ext)** _____

Is your place of employment located in Multnomah County? Yes XX **No** _____

D. **Previous Employers** | **Dates** | **Job Title**

Rogers Cablesystems | 1981-87 | Personnel Director

CONTACT:

GLADYS McCOY, MULTNOMAH COUNTY CHAIR
1021 SW 4TH, ROOM 134
PORTLAND, OREGON 97204
(503) 248-3308

E. **Please list all current and past volunteer/civic activities.**

Name of Organization	Dates	Responsibilities
Portland Cable Regulatory Comm	3-88 to Present	Board
PPS Civil Suc	88 - to Present	Chair

F. **Please list all post-secondary school education.**

Name of School	Dates	Degree/Course of Study
Arkansas Baptist	1970	B.S.

G. **Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.**

Mathew AKoni - EX-IM Chemical Co. 283-1311

Vern Ryles Pres Poppers Sply - 239-3792

H. **Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.**

None

I. **Affirmative Action Information**

F African American

sex / racial ethnic background

birth date: Month _____ **Day** _____ **Year** _____

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature L Torrence /jks **Date** 9-1-88

lom
6/83

82
F/61

MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
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POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

September 8, 1988

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held September 8, 1988, the following action was taken:

In the matter of the Execution of Deed D89309 for Certain Tax Acquired Property to the City of Gresham, Oregon, a Municipal Corporation of the State of Oregon (Tax Lot #50) R-2a)	O R D E R #88-159
In the matter of the Execution of Deed D89308 for Certain Tax Acquired Property to the City of Gresham, Oregon, a Municipal Corporation of the State of Oregon(Tax Lot #164) R-2b)	O R D E R #88-160

Commissioner Casterline explained the two above-entitled matters are for tax foreclosed properties: Tax Lot #164 has back taxes against it - approximately $20,000; is located on a steep side hill, is not buildable; and no buyers have submitted bids. The City of Gresham will develop a wildlife refuge on the property, and the deed will have a clause that the property will revert to the County if not used for public use. Tax Lot #50 is located near Johnson Creek, and has many liens and back taxes against it. The City of Gresham will forego their liens, and the County will forego its back taxes, and the property will become a part of the 40-mile Loop park area. She moved, duly seconded by Commissioner Kafoury, unanimously

ORDERED that the two above-entitled Orders be approved.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Facilities & Property Management

DATE SUBMITTED_____

(For Clerk's Use)
Meeting Date 9/8/88
Agenda No. R-2 ~~3~~ 9 ~~4~~ 6

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: TAX TITLE TURNOVER

Informal Only*_____ Formal Only_____

DEPARTMENT Environmental Services DIVISION Facilities/Property Management

CONTACT Larry Baxter TELEPHONE 248-3950

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Lary Baxter/Harold Holub

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

The City of Gresham has requested transfer of two Tax Foreclosed properties for use as public park and open space. Multnomah County has the authority under ORS 275.330 to grant the request and has provided for the granting of such requests by adoption of Ordinance #577, Section 5.

Tax Lot #164, Section 15, T1S, R3E, was deeded on April 2, 1985 for delinquent taxes and interest of $19,130.35. It has a true cash value of $161,000.00 on the 1988/89 tax roll. It was offered at a public sale on May 29, 1986 for $121,000.00 and there were no bidders.

(OVER)

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

ACTION REQUESTED:

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

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 30 Minutes

IMPACT:

PERSONNEL

[X] FISCAL/BUDGETARY

[ ] General Fund

Other Tax Title

To Tax Title 9/30/88

BOARD OF COUNTY COMMISSIONERS 1988 AUG 31 AM 9:09 MULTNOMAH COUNTY OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER:

BUDGET/PERSONNEL:_____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts)

OTHER_____
(Purchasing, Facilities Management, etc.)

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

Tax Lot #50, Section 17, T1S, R3E, was deeded to Multnomah County on November 3, 1986 for delinquent taxes and interest of $32,492.71. The property is zoned for general industrial and is designated as an industrial property by the Oregon Economic Development Department. It has a true cash value of $240,000.00 on the 1988/89 Tax Roll. It has not been offered for public sale by Multnomah County.

The City of Gresham has liens of $431,614 on Tax Lot #50 and $122,210 on Tax Lot #164.

After holding the hearing as required by Ordinance #577, if the transfer is approved, Multnomah County is relieved of the obligation to account for the payment of any taxes, liens or assessments that may have been levied against the lands by any taxing agency, district or municipality authorized to levy taxes.

Deeds are attached for each property for excution upon approval of the transfer. In accordance with Ordinance #577, these deeds each have a provision for the reversion of the property to the County, should it cease to be used for a public purpose.

The two properties being requested are part of a group of seven properties which had City of Gresham delinquent special assessments at the time they were deeded to the County. Gresham has purchased five of the properties for a total of $40,291.40; the amount required under the provisions of ORS 312.280.

CITY OF GRESHAM

1333 N.W. Eastman Parkway
Gresham, Oregon 97030-3825
(503) 661-3000

June 27, 1988

DUPLICATE ORIGINAL

Mr. Larry Baxter
Multnomah County Sheriff's Office
12240 N.E. Glisan
Portland, Oregon 97230

Attention: Tax Title Unit

Dear Mr. Baxter:

At its June 7, 1988 meeting, the Gresham City Council approved a recommendation from the Management Services Department that Multnomah County be notified that the City does not intend to purchase the Barger property, (Tax Lot 164, Section 15, T1S, R3E, W.M.), which faces foreclosure. Further, the City of Gresham requests that Multnomah County transfer, in accordance with County Ordinance No. 577, the Barger property, (Tax Lot 164, Section 15, 1S 3E), to the City of Gresham for public park purposes.

The steep slope of this property inhibits development. However, this property is suitable for open space use, and the natural area will provide pockets for wildlife habitat and visual breaks in the development pattern. The 1988 Gresham Parks & Recreation Plan recommends connection of the natural, forested areas around Walters Hill for public, open space.

Enclosed are the minutes from the June 7, 1988 Council meeting, together with the portion of the staff report dealing with this property.

If you would like additional information, please call me.

Sincerely,

F. WALLACE BOUTHWAITE
City Manager

Enclosures

c: Diane Jones, Community & Economic Development Director
Jean Keating, Parks Planner/Volunteer Coordinator
Bonnie Kraft, Management Services Director

CITY OF GRESHAM

1333 N.W. Eastman Parkway
Gresham, Oregon 97030-3825
(503) 661-3000

July 7, 1988

Larry Baxter
Multnomah County Sheriff's Office
12240 N.E. Glisan
Portland, Oregon 97230

Attention: Tax Title Unit

Dear Mr. Baxter:

On June 7, 1988, the Gresham City Council approved a recommendation from the Management Services Department to do a market analysis of the Taylor property (Tax Lot 50, Section 17, 1S 3E) to determine the potential site value and development options. Based on the findings of the market analysis, the Management Services Department has decided not to pursue purchasing the property from Multnomah County for resale purposes. The City of Gresham requests that Multnomah County transfer, in accordance with County Ordinance No. 577, the Taylor property (Tax Lot 50, Section 17, 1S 3E) to the City of Gresham for public park and open space purposes.

The property is suitable for open space use; and the mixture of riparian vegetation, open fields, and forest provides excellent wildlife habitat. The site has been identified in the City's Goal 5, Natural Resource Inventory as a prime wildlife habitat area. The open space areas could accommodate hiking, wildlife viewing and nature study, and picnicking. The parcel is part of the Johnson Creek corridor which has been identified in the 1988 Park & Recreation Plan, for inclusion in a City-wide looping trail system and part of the 40-Mile Loop State Recreation Trail System.

Enclosed are the minutes from the June 7, 1988, Council meeting, together with the portion of the staff report dealing with this property.

If you would like additional information, please call Jean Keating, the City's Parks Planner, at 669-2408.

Sincerely,

F. WALLACE DOUTHWAITE
City Manager

JK:prb
Enclosures

c: Diane Jones, Community & Economic Development Director
John Andersen, Community Development Director
Bonnie Kraft, Management Services Department Director
Jean Keating, Parks Planner/Volunteer Coordinator

AGENDA ITEM

Gresham City Council
Gresham, Oregon

FOR COUNCIL MEETING OF June 7, 1988

AGENDA ITEM NO. III (6)

SUBMITTING DEPARTMENT/DIVISION:

Management Services Department
Financial Operations Division

REVIEWED BY:

City Manager / City Attorney

CATEGORY		RECOMMENDATION	
___	Hearing	___	Accept
___	Staff Report	X	Approve
___	Council Business	___	Deny
X	Consent Agenda	___	Set Hearing
___	Proclamation		Date: ___
___	1st Reading Ord.	___	Defer
___	2nd Reading Ord.		To: ___
___	Order	___	Direction
___	City Mgr. Report		
___	Resolution		
___	For Information		

BUDGET IMPACT

EXPENDITURE REQUIRED: $77,222	AMOUNT BUDGETED: $0	APPROPRIATION REQUIRED: $77,222

SUBJECT: Delinquent Special Assessments

BACKGROUND:

In 1983, the City Council established the policy of foreclosing on assessment accounts that were delinquent for over one year. Although the City has been successful in collecting on many past due accounts, there are some items dating back several years upon which we have been unable to foreclose.

A few months ago, the City issued advance refunding bonds which resulted in substantial savings over the life of the old bonds. With these savings contributing to the overall health of the Assessment Fund, the City is now in a position to resolve the old delinquent accounts.

Some time ago, Multnomah County foreclosed on properties which also had City liens. According to state law, the County's foreclosure extinguished the City liens; however, the County has agreed to allow us to purchase the property for the amount of back taxes due. The City's interest is at risk because if the County sells the properties to a third party, the City has to write off the entire outstanding assessment balance. Current market value of most of these properties is less than the combined liens against the property, which is why the owner allowed the County to acquire the properties.

In most cases, the City will not be realizing a profit by buying the properties from the County; all we will be doing is cutting our potential losses. The proposal is to buy some of the properties from the County and remarket them through a bid process or a realtor. This strategy requires an initial outlay of cash in order to protect the City's interests in the properties. Profit or loss calculations are based on the principal and interest owing on the accounts; the penalties can be written off without jeopardizing bond payback.

The circumstances which caused each of these properties to become problems are varied and quite complex. Staff has a great deal of additional information on each property. Should more background information be desired, please contact Management Services Director Bonnie Kraft.

Specifics on the properties are as follows:

1. **Townsend property (Section 15 1S 3E, Tax Lots 28, 51, 54, and 58)**

Assessed value	260,000
Back property taxes	(39,167)
Estimated selling costs	(18,200)
Net profit	202,633
Principal and interest	(114,712)
Estimated PROFIT	87,921
Penalty write-off	(3,527)

Recommendation: Purchase from Multnomah County and sell at a profit ($87,921); allocate profit to cover other losses.

2. **Carpenter property (Section 22 1S 3E, Tax Lot 42)**

Assessed value	9,000
Back property taxes	(1,125)
Estimated selling costs	(630)
Net profit	7,245
Principal and interest	(30,266)
Estimated LOSS	(23,021)
Penalty write-off	(10,625)

Recommendation: Purchase from Multnomah County and sell in order to cut our losses ($23,021 versus $30,266).

3. Taylor property (Section 17 1S 3E, Tax Lot 50)

Estimated sale value	75,000
Back property taxes	(36,930)
Estimated selling costs	(2,800)
Net profit	35,270
Principal and interest	(431,614)
Estimated LOSS	(396,344)
Penalty write-off	(125,942)

Discussion: This property is in the flood plain and has limited access. The $75,000 sale value is a very rough estimate. Before this property is purchased from the County, a market analysis will be conducted to ensure that it is indeed worth more than the County taxes.

Recommendation: Do a market analysis. If the property has a market value of more than $40,000, purchase it from the County and resell. If it has a value of less than $40,000, notify the County that the City will not purchase the property and write off the $431,614. If we do not purchase the property, Multnomah County may donate it to the City for parks use.

4. Barger property (Section 15 1S 3E, Tax Lot 164)

Estimated sale value	[redacted]
Back property taxes	(22,031)
Estimated selling costs	(3,150)
Net loss	(181)
Principal and interest	(122,210)
Estimated LOSS	(122,391)
Penalty write-off	(61,340)

Recommendation: Notify the County that the City does not intend to purchase the property; write off the uncollectible principal and interest ($122,210). This property, which has a steep slope that inhibits development, has been on the market for some time at $45,000 with no buyers. [redacted] Multnomah County may donate this property to the City for parks.

SUMMARY OF RECOMMENDATIONS AND COSTS:

Property	Recommended Action	Cost	Estimated Profit/(loss)
Townsend	Purchase	39,167	87,921
Carpenter	Purchase	1,125	(23,021)
Taylor	PENDING	36,930	(396,344)
Sub-totals		77,222	(331,444)
Barger	DO NOT PURCHASE	N/A	(122,210)
Totals		77,222	(453,654)

RECOMMENDATION:

It is recommended that Council authorize the purchase from Multnomah County of the Townsend and Carpenter properties, and of the Taylor property if the market analysis is positive. A resolution is also on this agenda to transfer an appropriation of $77,222 to purchase these properties. It is also recommended that the Barger property not be purchased.

ATTACHMENTS: Property maps: Townsend, Carpenter, Taylor and Barger

COUNCIL ACTION:

APPROVED/DENIED

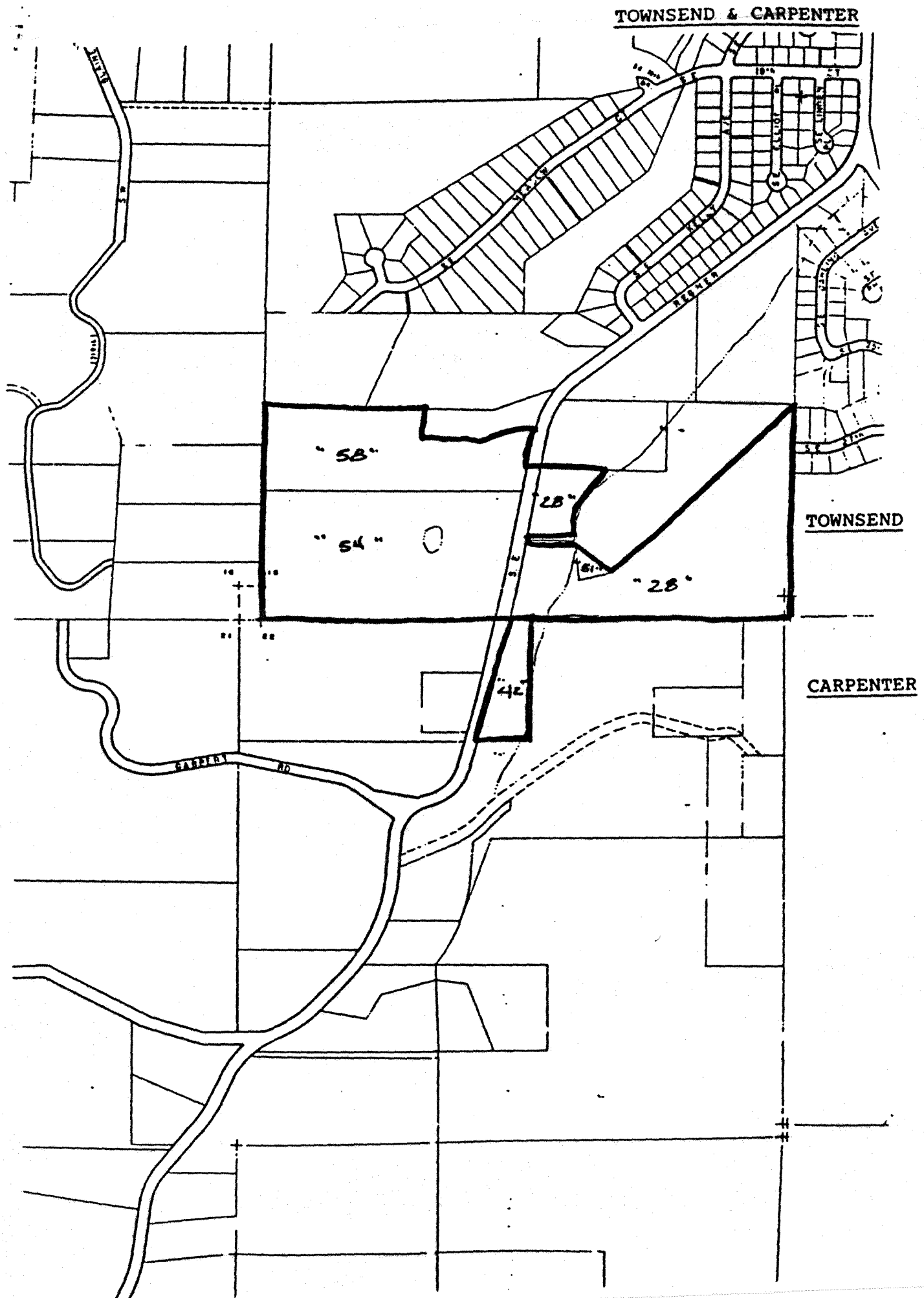
On _____, 19____

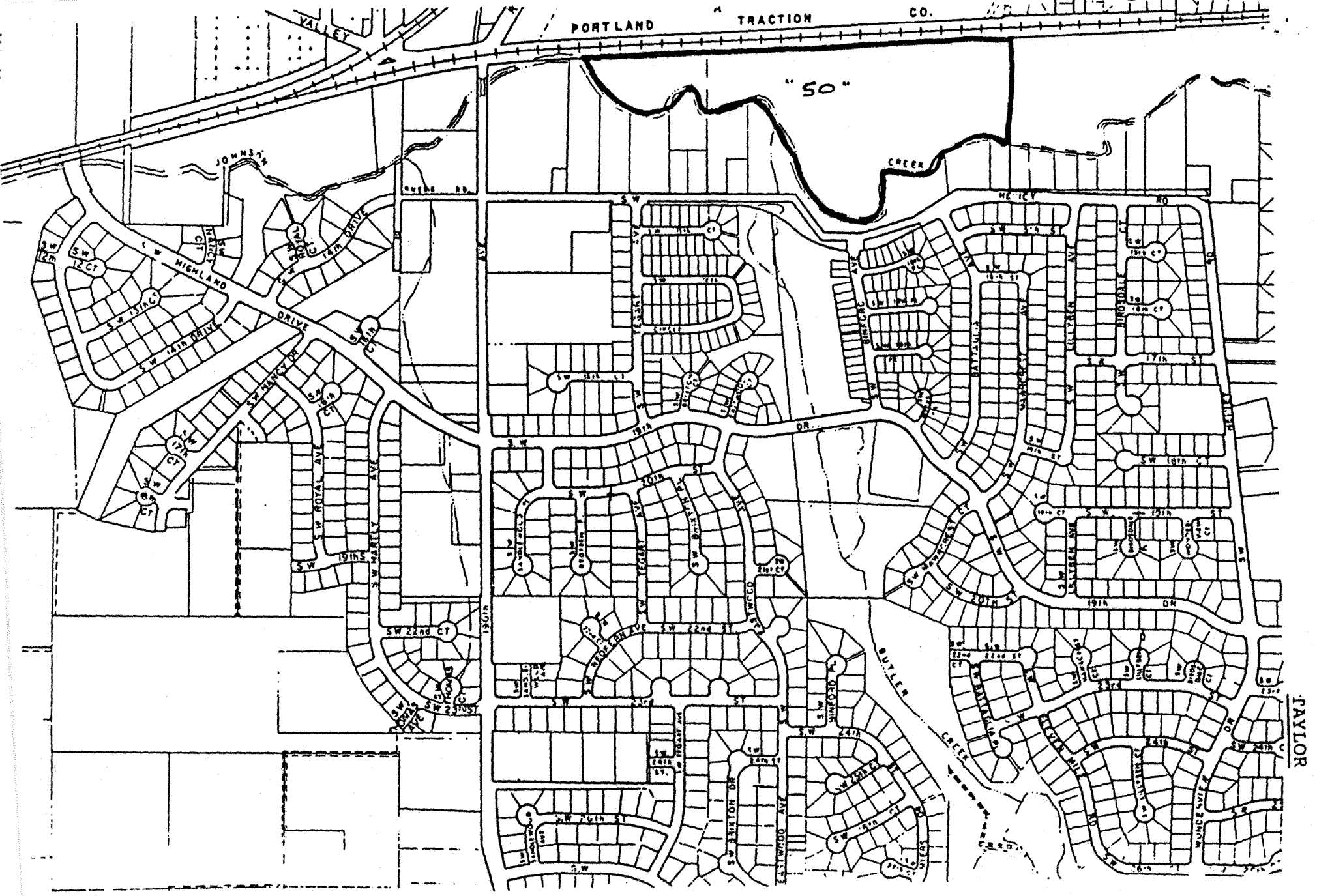
By: _____

DISTRIBUTION AFTER COUNCIL ACTION:

___ City Manager
X Mgmt. Services
___ Police
___ Other: _____
___ Legal
___ CEDD
___ Fire

(2.40)


TOWNSEND & CARPENTER
"5B"
"5A"
"2B"
"2A"
"4C"
TOWNSEND
CARPENTER
CARPENTER RD


PORTLAND TRACTION CO.
"50"
CREEK
JOHNSON
HEWETT RD
SW HIGHLAND DRIVE
SW 14th DRIVE
SW 13th CT
SW 15th CT
SW 16th CT
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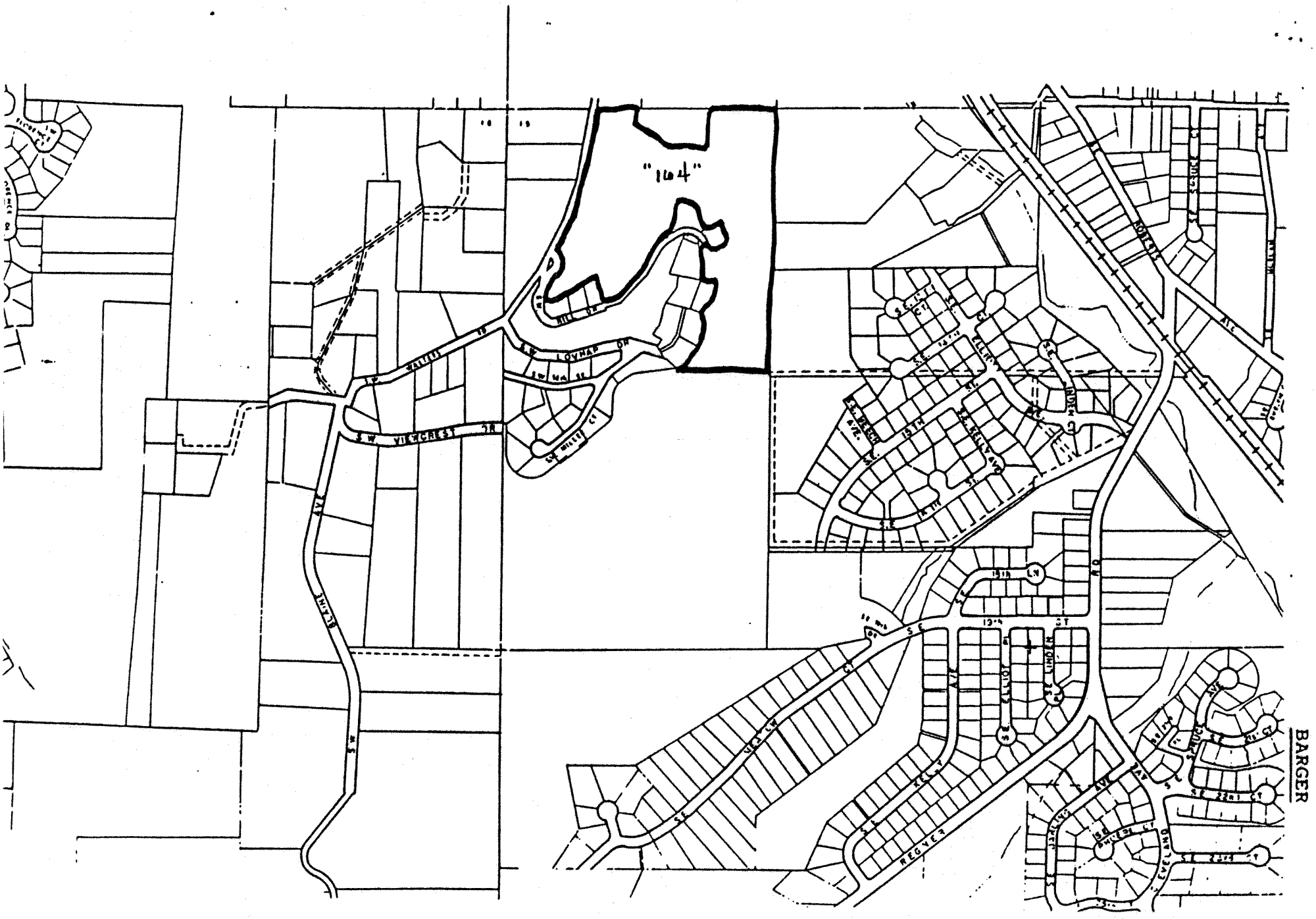
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CITY COUNCIL MEETING
REGULAR SESSION
CITY COUNCIL CHAMBERS
JUNE 7, 1988 - 7:00 P.M.

I. OPENING

A REGULARLY SCHEDULED SESSION OF THE GRESHAM CITY COUNCIL WAS CALLED TO ORDER BY MAYOR LARRY DEYO, ON THE 7TH DAY OF JUNE, 1988, AT THE HOUR OF 7:01P.M., IN COUNCIL CHAMBERS, GRESHAM CITY HALL, 1333 N.W. EASTMAN PARKWAY, GRESHAM, OREGON.

COUNCILORS PRESENT: RODGER CLAWSON
TOM GRIFFITH
JO MORDELL
DENNIS SCOTT (ARRIVED AT 7:15 P.M.)
MARY WALKER

COUNCILORS ABSENT: BARBARA SULLIVAN

STAFF PRESENT: F. WALLACE DOUTHWAITE, CITY MANAGER
THOMAS SPONSLER, CITY ATTORNEY
BONNIE KRAFT, MANAGEMENT SERVICES DIR.
DIANE JONES, CEDD DIRECTOR
ART KNORI, POLICE CHIEF
JOE PARROTT, FIRE CHIEF

II. CITIZEN AND COMMUNITY GROUP PARTICIPATION

JEANNE ORCUTT OFFERED A SUGGESTION TO BENEFIT THE DOWNTOWN MERCHANTS WHICH WAS TO INSTALL A LEFT TURN SIGNAL FROM POWELL BLVD. ONTO MAIN STREET. ANOTHER SUGGESTION WAS TO ELIMINATE THE DIP AT THE TRACKS ON DIVISION (WEST OF 202ND). SHE INDICATED SHE WAS AWARE THESE WERE NOT CITY STREETS BUT FELT THE CITY COULD CONTACT THE COUNTY AND STATE WITH THE SUGGESTIONS. MAYOR DEYO TOLD MS. ORCUTT HE WOULD PASS ON THIS INFORMATION TO RICHARD ROSS, TRANSPORTATION PLANNER. COUNCILOR GRIFFITH WARNED THE PROCESS MAY BE LONG AND DIFFICULT TO GET SUCCESS.

III. COUNCIL REPORTS

COUNCILOR CLAWSON COMPLIMENTED STAFF AND PRIVATE BUSINESSES ON THE RECENT SECURITY FAIR HELD AT CITY HALL. HE TOLD THE COUNCIL THE SISTER CITY FUND RAISING EFFORTS WERE SUCCESSFUL. HE SAID HE WAS PLEASED TO LIVE IN GRESHAM.

COUNCILOR CLAWSON REPORTED ON THE CABLE REGULATORY COMMISSION AND SAID THAT DEMONSTRATION FUNDS WERE MADE AVAILABLE TO THE CITY FOR COMPUTER HOOK-UP. HE INFORMED THE COUNCIL ON THE STATUS OF THE SALE OF ROGERS AND SAID THE NEGOTIATIONS WERE AT AN IMPASSE.

COUNCILOR CLAWSON WELCOMED BOY SCOUT TROOP #542 REPRESENTATIVE.

COUNCILOR WALKER SAID PARKS ISSUES WILL BE DISCUSSED LATER ON THE AGENDA BUT SAID THE COMMITTEE DESERVES CREDIT. SHE REFERRED TO A LETTER IN SUPPORT OF A BALLOT MEASURE FOR PARKS WRITTEN BY ROSS FANNING AND ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART OF THE MINUTES.

COUNCILOR WALKER REPORTED ON THE TASK FORCE ON COMMUNICATION AND THANKED DEBBIE SAGEN FOR HER LEADERSHIP; SHE SAID THEY HAD A GOOD ROUNDTABLE DISCUSSION AND OFFICERS WOULD BE ELECTED AT THE NEXT MEETING ON JUNE 15, 1988, AT 7:00 P.M. COUNCILOR WALKER REPORTED THAT THIS TASK FORCE WILL CONTINUE MEETING, THROUGH OCTOBER, 1988, ON THE 2ND AND 4TH MONDAYS OF EACH MONTH.

IV. CONSENT AGENDA

1. Minutes
2. Adopt Criteria For Mid-year Evaluation Of City Attorney
3. Liquor License For Texaco At 180th & Stark
4. Liquor License For Rockwood Mobile Mart & Service Center
5. Bid Award For SE Stark Street Sanitary Sewer
7. Amendments To Intergovernmental Agreement For Transfer Of Planning Responsibilities
8. Wastewater Treatment Plant/OMI Contract Amendments #3 And #4
9. Purchase Of Computer Aided Software
10. Intergovernmental Agreement With Cable Regulatory Commission Regarding Legal Services

MOTION FOR APPROVAL BY COUNCILOR GRIFFITH; SECOND BY COUNCILOR MORDELL. COUNCILOR CLAWSON ANNOUNCED THAT THE TOWNSEND PROPERTY AS DESCRIBED IN CONSENT AGENDA ITEM #6 BELONGS TO HIS UNCLE AND THAT HE REPRESENTS GRESHAM, AS PRESIDENT, ON THE CABLE REGULATORY COMMISSION.

COUNCILOR WALKER ASKED TO CONSIDER CONSENT AGENDA ITEM #6 SEPARATELY. THIS REMOVAL MET THE APPROVAL OF THE MOTION MAKER AND SECOND. MOTION TO APPROVE THE CONSENT AGENDA, WITHOUT ITEM #6, PASSED AS FOLLOWS:

DEYO	YES	GRIFFITH	YES
SCOTT	ABSENT	MORDELL	YES
SULLIVAN	ABSENT	WALKER	YES
CLAWSON	YES		

6. Delinquent Special Assessments

MS. KRAFT REVIEWED THE STAFF REPORT ON THIS ITEM TELLING THE COUNCIL IT WAS A PART OF THE CITY'S FORECLOSURE POLICY AS PREVIOUSLY ADOPTED. IF THE COUNCIL APPROVES THIS REQUEST, AND THE PROPERTIES ARE REMARKETED, THE CITY'S LOSSES ON ASSESSMENTS WILL BE REDUCED. MS. KRAFT WENT ON TO REVIEW EACH PROPERTY SEPARATELY.

MOTION TO APPROVE CONSENT AGENDA ITEM #6 BY COUNCILOR WALKER; SECOND BY COUNCILOR CLAWSON. MOTION PASSED AS FOLLOWS:

DEYO	YES	GRIFFITH	YES
SCOTT	ABSENT	MORDELL	YES
SULLIVAN	ABSENT	WALKER	YES
CLAWSON	YES		

V. STAFF REPORTS

1. Solid Waste Collection Study Report

LYNDA KOTTA, CEDD, REVIEWED THE STAFF REPORT THAT HAD BEEN IN THE COUNCIL PACKET. SHE SAID, AFTER A REVIEW BY THE TASK FORCE, THE RECOMMENDATION TO THE COUNCIL WAS TO STUDY THREE OPTIONS AND REPORT BACK TO THE CITY COUNCIL IN MID-SEPTEMBER, 1988.

COUNCILOR GRIFFITH ASKED QUESTIONS ON WHY THE COMMITTEE REJECTED THE CONTRACTING OPTION. COUNCILOR MORDELL SAID THE FEE WASN'T PART OF THE RATIONAL TO NOT SUGGEST CONTRACTING. COUNCILOR WALKER SAID THE COMMITTEE WAS DOING A THOROUGH JOB. COUNCILOR MORDELL AND MAYOR DEYO CONCURRED WITH COUNCILOR WALKER.

MOTION TO APPROVE THE STAFF REPORT TO FURTHER STUDY THE 3 RECOMMENDED OPTIONS BY COUNCILOR MORDELL; SECOND BY COUNCILOR CLAWSON. MOTION PASSED AS FOLLOWS:

DEYO	YES	GRIFFITH	YES
SCOTT	YES	MORDELL	YES
SULLIVAN	ABSENT	WALKER	YES
CLAWSON	YES		

VI. CITY MANAGER REPORT

MR. DOUTHWAITE REMINDED THE COUNCIL ABOUT THE UPCOMING PGE/TIMOTHY LAKE SEMINAR; PGE NEEDS TO KNOW WHO WISHES TO ATTEND.

THE COUNCIL WAS TOLD THE CITY OF GRESHAM, FOR THE 8TH STRAIGHT YEAR, WAS AWARDED THE CERTIFICATE OF ACHIEVEMENT FOR FINANCIAL REPORTING FROM THE MUNICIPAL FINANCE OFFICERS ASSOCIATION.

MR. DOUTHWAITE INFORMED THE COUNCIL OF THE WASTEWATER TREATMENT PLANT EXPANSION BID STATUS. THE PLAN NOW WAS TO SEPARATE THE BELT FILTER EQUIPMENT OUT FROM THE MAIN BID. ADVERTISEMENTS WILL BE PUBLISHED THIS MONTH WITH CONSTRUCTION TO BEGIN IN SEPTEMBER, 1988. COUNCILOR MORDELL ASKED IF THE EPA WILL APPROVE THIS BID PROCESS AND WAS TOLD BY MS. JONES THAT ENGINEERING WILL WORK WITH EPA AND RECEIVE THEIR APPROVAL FIRST.

VII. COUNCIL ORDER

1. CO #245 - 88-16-PMA (Henry Hai-Loon Fang)

MOTION FOR APPROVAL BY COUNCILOR WALKER; SECOND BY COUNCILOR GRIFFITH. MOTION PASSED AS FOLLOWS:

DEYO	YES	GRIFFITH	YES
SCOTT	YES	MORDELL	YES
SULLIVAN	ABSENT	WALKER	YES
CLAWSON	YES		

VIII. ORDINANCES SECOND READING

1. CB #09-88 - An Ordinance Amending the Gresham Community Development Plan Map As Adopted in Ordinance No. 886 (Henry Hai-Loon Fang/88-16-PMA

MOTION FOR APPROVAL BY COUNCILOR WALKER; SECOND BY COUNCILOR CLAWSON. MOTION PASSED AS FOLLOWS:

DEYO	YES	GRIFFITH	YES
SCOTT	YES	MORDELL	YES
SULLIVAN	ABSENT	WALKER	YES
CLAWSON	YES		

IX. RESOLUTIONS

1. Resolution No. 1393 - Authorizing the Negotiation for Purchase of Certain Real Property for the Improvement and Construction of a Public Street for the Red Sunset Park; And if Necessary Authorizing Condemnation and Acquisition of Immediate Possession, and Declaring A Necessity

MOTION FOR APPROVAL BY COUNCILOR WALKER; SECOND BY COUNCILOR GRIFFITH. MOTION PASSED AS FOLLOWS:

DEYO	YES	GRIFFITH	YES
SCOTT	YES	MORDELL	YES
SULLIVAN	ABSENT	WALKER	YES
CLAWSON	YES		

2. Resolution No. 1394 - Authorizing Transfers of Appropriations for the Fiscal Year 1987-88 (Management Services)

MOTION FOR APPROVAL BY COUNCILOR GRIFFITH; SECOND BY COUNCILOR MORDELL. MOTION PASSED AS FOLLOWS:

DEYO	YES	GRIFFITH	YES
SCOTT	YES	MORDELL	YES
SULLIVAN	ABSENT	WALKER	YES
CLAWSON	YES		

IX. PUBLIC HEARING - 7:30 P.M.

1. SOLAR ACCESS

JOHN ANDERSEN, COMMUNITY DEVELOPMENT DIRECTOR, REVIEWED THE STAFF REPORT AND ACCOMPANYING DOCUMENTS THAT WERE IN THE COUNCIL PACKET. HE INTRODUCED MIKE MCKEEVER, CONSULTANT, WHO EXPLAINED THIS WAS A UNIQUE PROJECT AND IS THE RESULT OF A COOPERATIVE PROCESS IN WHICH 22 GOVERNMENTAL JURISDICTIONS PARTICIPATED. HE SHOWED OVERHEAD PROJECTIONS LISTING THOSE 22 JURISDICTIONS; HOW THE COMMITTEES WERE STRUCTURED; A REVIEW OF WHO WAS ON THE ORDINANCE COMMITTEE; COMMENTS ON THE PARTICIPATION BETWEEN PRIVATE AND PUBLIC SECTORS. HE CONTINUED TO REVIEW THE MAKEUP OF THE RESEARCH COMMITTEE MEMBERS. MR. MCKEEVER SUMMARIZED THE PROJECT AND RESEARCH EFFORTS AND THE QUESTIONS THAT HAD BEEN ASKED: (1) WHAT IS LOCAL GOVERNMENT POLICY, (2) WHAT DOES THE PUBLIC THINK, (3) WHAT SOLAR ENERGIES ARE BEING LOST NOW, (4) WHAT ARE ECONOMIC BENEFITS OF SOLAR ACCESS LOCALLY, (5) WHAT HAS BEEN THE EXPERIENCE IN OTHER LOCAL GOVERNMENTS, AND (6) WHAT ARE THE COSTS AND DESIGN IMPACTS OF IMPLEMENTING SOLAR ORDINANCES. HE SAID THAT MANY ISSUES SURROUND THIS ITEM.

MR. MCKEEVER TOLD THE CITY COUNCIL THEY NEED TO CONSIDER THE COSTS VERSUS THE BENEFITS AND SHOWED THEM A SUMMARY OF ECONOMIC COST CRITERIA (COST VARIABLES); HE SAID THE COMMITTEE WAS CONSERVATIVE IN THEIR COST ESTIMATES.

THE COUNCIL WAS REMINDED THE FIRST ORDINANCE WAS ON NEW DEVELOPMENT STANDARDS, THE SECOND ON SOLAR BALANCE POINT, THE THIRD ON SOLAR ACCESS PERMIT AND THE FOURTH, DEFINITIONS. MR. MCKEEVER SAID AS A RESULT OF THE PROCESS, SOLAR ACCESS HAS THE SUPPORT OF A UNIQUE GROUP WHICH IS A RARE CIRCUMSTANCE.

COUNCILOR GRIFFITH ASKED IF DATA WAS CHARTED ON HOW MUCH IT WILL COST TO ADMINISTER THIS PROGRAM. HE COMMENTED ON EQUAL RIGHTS TO SUN VERSUS CURRENT REGULATIONS. HE SAID THE ORDINANCES WOULD SHIFT THE AIR RIGHTS FROM ABOVE A PERSON'S PROPERTY, TO THE SIDE OF THE PROPERTY.

THE MAYOR OPENED THE PUBLIC HEARING TO TESTIMONY.

BETTY AND SED STUART, 4238 S.E. HOSNER TERRACE, GRESHAM, PRESENTED INFORMATION AS ATTACHED IN EXHIBIT "B" AND MADE A PART OF THESE MINUTES. MS. STUART, REPRESENTING THE EAST MULTNOMAH COUNTY LEAGUE OF WOMEN VOTERS, SUPPORTS SOLAR ACCESS. MR. STUART, TELLING THE COUNCIL HE NEEDS TO SWIM YEAR-AROUND FOR HIS HANDICAP, USES SOLAR PANELS TO HEAT THE POOL. HE TOLD THE COUNCIL THAT HIS NEIGHBOR, MIKE MCKEEL, KEEPS THE ARBOR VITAE ON THE SOUTH BOUNDARY TRIMMED SO AS NOT TO INTERFERE WITH THE SUN. IN RESPONSE TO A QUESTION FROM COUNCILOR GRIFFITH, MR. STUART SAID THE SOLAR PANELS WERE ON THE GROUND.

COUNCILOR FORREST SOTH, BEAVERTON CITY COUNCIL, 4890 S.W. MENLO DRIVE, BEAVERTON, SAID HE WAS IN SUPPORT OF THIS ISSUE AND HAD SERVED ON THE PORTLAND-VANCOUVER METROPOLITAN SOLAR ACCESS COMMITTEE. HE EXPRESSED APPRECIATION TO THE CITY FOR ALLOWING OUR STAFF TO PARTICIPATE; HE TOLD OF THE SPIRIT OF COOPERATION OF THE COMMITTEE WORKERS. HE TOLD THE COUNCIL THAT SOLAR ACCESS WAS AN INVESTMENT IN THE FUTURE; THE ORDINANCES WILL PROVIDE FOR FUTURE OPTIONS ON SOLAR APPLICATIONS AND WILL PRESERVE AND ENHANCE THE LIVEABILITY FOR FUTURE RESIDENTS. HE STRONGLY URGED ADOPTION FOR THE PURPOSE OF UNIFORM REQUIREMENTS.

CHARLES HALES, HOMEBUILDER'S ASSOCIATION, 15555 S.W. BANGY ROAD, LAKE OSWEGO, SAID THE ASSOCIATION ENDORSES SOLAR ACCESS WITH SUGGESTED IMPLEMENTATION STRATEGY. IN RESPONSE TO A QUESTION FROM COUNCILOR GRIFFITH, MR. HALES SAID A SOLAR HOME COULD BE CONSTRUCTED WITH EXISTING ORDINANCES. COUNCILOR GRIFFITH SAID THESE ORDINANCES WILL ADD ANOTHER DESIGN RESTRICTION TO DESIGN CRITERIA.

MICHAEL D. SLOVER, OREGON REMODELER'S ASSOCIATION, 2806 S.E. 63RD, PORTLAND, SAID HIS ASSOCIATION REPRESENTED 2804 MEMBERS. HE SAID THEY HAD SUPPORTED PORTLAND'S ORIGINAL ORDINANCE, WHICH IS NOW AMENDED. HE TOLD THE COUNCIL THAT SOLAR IS POPULAR AND THE BENEFITS OUTWEIGH THE "CONS" AND URGED ADOPTION OF SIMILAR ORDINANCES SO AS TO REGIONALIZE.

KENT COX, KENT W. COX AND ASSOCIATES, INC., 204 N.E. KELLY, GRESHAM, SAID HE WAS A CONSULTING ENGINEER AND SURVEYOR - AND FORMER PUBLIC WORKS DIRECTOR FOR GRESHAM. HE TOLD THE COUNCIL SOLAR ACCESS WILL ADD TIME AND EFFORT TO EVERYONE AND STATED HIS REASONS. HE PREDICTED THAT UNDER CURRENT STAFFING, THE CITY WILL NOT BE ABLE TO REGULATE, AND, THE DEVELOPER WILL NEED TO PREPARE 2 SETS OF PLANS AND COST ESTIMATES. MR. COX SAID THERE IS NO MARKET DRIVEN NEED FOR THIS ORDINANCE. HE SUGGESTED THAT AN INCENTIVE BE CREATED, LIKE A CERTIFICATE FROM THE CITY, IF DEVELOPMENT MEETS CERTAIN CRITERIA.

ROY ASBAHR, 100 N.E. WILLIAMS ROAD, GRESHAM, SAID HE HAS BEEN A BUILDING CONTRACTOR SINCE 1959. HE TOLD THE COUNCIL THIS ISSUE WAS AN "ALICE IN WONDERLAND" APPROACH TO GOVERNMENT. HE SAID HE OBJECTED TO PLANNERS TELLING US HOW TO BUILD HOMES; THIS IS THE FIRST STEP TO MORE AND MORE RESTRICTIONS; THE PLANNING COMMISSION WISELY TURNED DOWN THIS ORDINANCE ON TWO OCCASIONS. HE MENTIONED THAT A SOLAR ORDINANCE MEETING WAS HELD IN GRESHAM - AFTER THE PLANNING COMMISSION HAD DENIED THE PLAN - AND THE MEETING DREW 3 PEOPLE FROM THE 600 INVITED. HE SUGGESTED THE COUNCIL TELL A HOMEOWNER THEY CAN'T VIEW MT. HOOD DUE TO SOLAR ACCESS. HE URGED THE COUNCIL NOT TO TAKE THOSE FREEDOMS AWAY AND CAST A "NO" VOTE.

THE MEETING RECESSED AT 8:33 P.M. AND RECONVENED AT 8:40 P.M.

RALPH OLSON, AMERICAN INSTITUTE OF ARCHITECTS, 17150 S.W. UPPER BOONES FERRY ROAD, PORTLAND, URGED THE COUNCIL SUPPORT THE ORDINANCES.

RAY SIMONSON, BUILDING DESIGNER, 4510 E. POWELL BLVD., GRESHAM, TOLD THE COUNCIL HE COULD FEEL NO LOGICAL REASON FOR THESE ORDINANCES AND HE DIDN'T FEEL THERE WOULD BE UNIFORM ENFORCEMENT. HE SAID THE REGULATIONS SAY NOTHING ABOUT AN APARTMENT CASTING SHADOWS ON A SINGLE FAMILY RESIDENCE - IT IS NOT EQUITABLE. HE RELATED SOME EQUATIONS ON COSTS AND SAID HE OBJECTED TO TAX DOLLARS BEING SPENT ON 1% OF THE HOMEOWNERS. HE URGED TAX DOLLARS BE SPENT ON ATTRACTING BUSINESSES TO PRODUCE A LARGER TAX BASE.

SCOTT SPERLEY, 1462 N.W. 15TH, GRESHAM, SAID HE WAS A NEW GRESHAM RESIDENT AND HAD BUILT HIS HOME WITH A SOUTHERN EXPOSURE AND WANTS IT PROTECTED. HE SAID MAYBE THE ORDINANCES SHOULD INCLUDE MULTI-FAMILY DWELLINGS.

EUGENE A. FRASSETTO, 1494 N.W. 15TH, GRESHAM, HAD SIGNED UP TO SPEAK BUT HAD TO LEAVE THE MEETING BEFORE HIS PRESENTATION.

JEANNE ORCUTT, 4201 N.W. 3RD STREET, GRESHAM, SAID OUR SOCIETY IS PLAGUED BY REGULATIONS AND THIS IS ANOTHER. SHE SAID SHE WAS OPPOSED TO THE ORDINANCES WHICH WILL BE DIFFICULT TO UNIFORMLY ENFORCE AND WILL ONLY INCREASE THE COSTS. SHE COMMENTED ON THE APPEARANCE OF SOLAR FIXTURES.

SHIRLEY LUTTROPP, 630 N.W. FIRST, GRESHAM, SAID SHE HAD SOLAR PANELS ON HER GARAGE; SHE IS A CONSERVATIONIST AND IF SHE WERE TO BUILD ANOTHER HOUSE SHE WOULD INCORPORATE ALL KINDS OF SOLAR DEVICES IN HER HOME. SHE URGED ADOPTION OF RULES AND REGULATIONS AND FAVORED THE CONCEPT CONTAINED IN THE ORDINANCES. COUNCILOR SCOTT ASKED MS. LUTTROPP IS SHE THOUGHT HER SOLAR PANELS LOOKED "JUNKY"; COUNCILOR GRIFFITH ASKED IF SHE HAD ANY COMMENTS FROM ADJACENT PROPERTY OWNERS; COUNCILOR WALKER SAID SHE IS FAMILIAR WITH THE LUTTROPP RESIDENCE AND HAS NEVER NOTICED THE SOLAR PANELS.

ROLAINE GRANDY, 2689 N.E. MAPLE AVENUE, GRESHAM, SAID THE ORDINANCE IS A GOOD IDEA AND SHE HAS PLANS FOR SOLAR USES. SHE SAID A REGULATION SHOULD BE IN PLACE AND ENCOURAGED A "YES" VOTE ON THIS ITEM.

SUSAN A. FOSTER, P.O. BOX 335, 1680 S.E. 9TH, GRESHAM, SAID SHE USES PASSIVE SOLAR WHICH IS A LONG-TERM BENEFIT.

PHILLIP BARRETT, SOLAR ENERGY ASSOCIATION OF OREGON, 2637 S.W. WATER AVENUE, PORTLAND, REFERRED TO EXHIBIT "C" WHICH IS A PART OF THE MINUTES. HE SAID HE ENDORSES ALL ORDINANCES AND HIS BOARD OF DIRECTORS HAVE PASSED A RESOLUTION IN SUPPORT. HE REVIEWED THE NEED FOR THE ORDINANCES AND PASSED ON INFORMATION ON ENERGY CONSERVATION. COUNCILOR GRIFFITH ASKED QUESTIONS RELATING TO ISSUES RAISED THIS EVENING, I.E. FOSSIL FUEL DEPLETION AND PROJECTIONS TO THE YEAR 2045. HE ASKED HOW GRESHAM COULD CONTRIBUTE IN ANY WAY TO A WORLD CRISES BECAUSE OF THE LACK OF FOSSIL FUEL. MR. BARRETT REPLIED THAT TO MEET THE FUTURE ENERGY NEEDS, EVERYONE HAS TO PARTICIPATE. GRESHAM'S ROLL WILL NOT MAKE A HUGE DENT, BUT IT GIVES PEOPLE THE OPPORTUNITY TO DO

WHAT THEY CAN. COUNCILOR GRIFFITH ASKED IF IN THE YEAR 2045, WOULD A SOLAR ACCESS ORDINANCE HAVE ANY EFFECT...SAY, ON MANHATTAN ISLAND; HE QUESTIONED HOW A GRESHAM ORDINANCE CAN HAVE ANY EFFECT.

JOHN KAUFMAN, OREGON DEPARTMENT OF ENERGY, SALEM, TOLD THE COUNCIL THE STATE SUPPORTS THE ORDINANCES AND EXPLAINED WHY THE ORDINANCES ARE AT ISSUE. HE SAID CITIZENS MUST BEING NOW TO CONSERVE; WE NEED TO GET INFRASTRUCTURE IN PLACE NOW SO IT IS THERE WHEN WE NEED IT. MR. KAUFMAN SAID THE SAVINGS FROM SOLAR ACCESS ARE WELL DOCUMENTED; SOLAR ACCESS IS BEST AT THE LOCAL LEVEL - IT USES EXISTING TOOLS - THE BENEFITS EXCEED THE BURDEN. HE WENT ON TO EXPLAIN HOW THE ORDINANCES WOULD WORK AND REFUTED EARLIER COMMENTS ON RESTRICTIONS. HE SAID THAT IF THE ORDINANCES ARE NOT ADOPTED THE CITIZENS WILL PAY ONE WAY OR ANOTHER AND IT MAKES GOOD COMMON SENSE TO ENACT THE LEGISLATION. MR. KAUFMAN URGED A "YES" VOTE ON THIS ISSUE. COUNCILOR GRIFFITH QUESTIONED WHY MR. KAUFMAN'S TESTIMONY WAS NOT PART OF THE STAFF REPORT; MR. KAUFMAN TOLD COUNCILOR GRIFFITH HE HAD REQUESTED TO BE THE LAST SPEAKER. DISCUSSION CONTINUED BETWEEN MESSRS. KAUFMAN AND GRIFFITH ON TREE PLANTING PERMITS AND POTENTIAL DANGERS. COUNCILOR MORDELL COMMENTED ON MR. KAUFMAN'S STATEMENT THAT NEW DEVELOPMENT WOULD NOT HAVE A COST - SHE SAID THERE IS ONE.

CINDI NUSBAUM, 4315 S.E. 8TH COURT, GRESHAM, TOLD THE COUNCIL SHE WAS A NEW HOMEOWNER WHO FACED RESTRICTIONS WITHOUT SOLAR ACCESS REQUIREMENTS WHILE BUILDING HER HOME. SHE SAID IF SOLAR ACCESS WAS IN EFFECT SHE COULDN'T HAVE CONSTRUCTED HER HOME. SHE SAID SOLAR ITEMS ARE EXPENSIVE AND COULD BURDEN A FIRST HOME BUYER. SHE SAID SHE WAS ONE OF THE THREE PEOPLE WHO ATTENDED THE RECENT SOLAR ACCESS MEETING WITH MR. KAUFMAN WHERE QUESTIONS HAD NOT BEEN ANSWERED. SHE EXPRESSED CONCERN THAT NO REQUIREMENTS ARE PROPOSED FOR COMMERCIAL OR MULTI-FAMILY CONSTRUCTION. SHE CONCLUDED BY ASKING THE COUNCIL TO LOOK AT THE COSTS ASSOCIATED WITH THESE ORDINANCES - THEY HAVE NOT BEEN ADEQUATELY ADDRESSED. MS. NUSBAUM SAID SHE WAS REPRESENTING HERSELF AND THE HOMEBUYER - URGED THE COUNCIL NOT TO MAKE IT DIFFICULT.

MR. ANDERSEN COMMENTED ON TESTIMONY ABOUT A POTENTIAL LOT PRICE INCREASE OF 5% AND SAID THE COST SHOULD BE SUBSTANTIALLY LESS THAN 5%. HE SAID HE PLANS TO PROVIDE STAFF TRAINING BEFORE THE ORDINANCES ARE EFFECTIVE.

IN RESPONSE TO QUESTIONS ON WHAT WOULD HAPPEN IF A REMODEL JOB SHADED THE NEIGHBORS SOUTH WALL, MR. MCKEEVER USED THE SOLAR ACCESS MODEL TO SHOW THE COUNCIL SAMPLE SITUATIONS.

COUNCILOR SCOTT ASKED MR. ANDERSEN IF HE WOULD NEED ADDITIONAL STAFF IF THESE ORDINANCES WERE PASSED. MR. ANDERSEN SAID NO.

WITH NO FURTHER TESTIMONY, IT WAS THE CONSENSUS OF THE COUNCIL TO CLOSE THE PUBLIC HEARING.

COUNCILOR WALKER ASKED MR. ANDERSEN TO EXPLAIN WHY THE PLANNING COMMISSION HAD RECOMMENDED DENIAL. HE SAID THEIR RATIONAL WAS THE REQUIREMENTS WERE NOT NEEDED AT THIS TIME.

MAYOR DEYO SAID THE ISSUE APPEARS TO BE COMPLEX AND HE PREDICTED PROBLEMS. HE SAID HE HAD MIXED FEELINGS ON THE LEVEL OF ADOPTION BUT AGREED THAT PROTECTION MAY BE NECESSARY IN THE FUTURE.

COUNCILOR GRIFFITH SAID HE WOULD LIKE TO SEE SOLAR ACCESS ADVISORY ONLY.

COUNCILOR SCOTT SAID THE CITY HAS SPENT MONEY TO PARTICIPATE IN THE PLANNING AND REMINDED THE COUNCIL THAT THE COMMITTEE GAVE IT A UNANIMOUS APPROVAL. HE SAID THE FUTURE NEEDS TO BE PROTECTED; HE WILL SUPPORT THE RECOMMENDATION BECAUSE IT MAKES COMMON HORSE SENSE.

COUNCILOR SCOTT MOVED TO APPROVE THE RECOMMENDATION AS PROPOSED; SECOND BY COUNCILOR CLAWSON.

COUNCILOR WALKER SAID THE CITY COUNCIL NEEDS TO PROTECT RIGHTS IN THE FUTURE.

COUNCILOR MORDELL SAID THE SOLAR ACCESS ORDINANCE FOR SINGLE FAMILY IS OKAY, BUT THE SOLAR BALANCE IS NOT RIGHT NOW. SHE SAID THOSE RESIDENTS WHO ARE HOMEOWNERS SHOULDN'T BE RESTRICTED IN REMODELING. SHE CONTINUED THAT THE SOLAR ACCESS PERMIT IS ALL RIGHT, BUT NO ONE'S RIGHTS ARE BETTER THAN ANOTHER. SHE SAID THE DEFINITIONS ARE OKAY. COUNCILOR MORDELL SAID SHE CAN'T SUPPORT THE ADOPTION NOW AS PROPOSED.

COUNCILORS SCOTT AND MORDELL DISCUSSED THE POSSIBILITY OF DELAYING FOR ONE YEAR (A YEAR FROM SEPTEMBER, 1988), CERTAIN PARTS OF THE ORDINANCE AND THAT SOLAR ACCESS PERMITS SHOULD BE AGREED TO BY NEIGHBORS. THEY CLARIFIED THEIR DISCUSSION TO MEAN THAT THE 1 YEAR APPLIES TO DEVELOPABLE INFILL LOTS OR REMODELING. THIS WAS INCORPORATED INTO THE MOTION AS A FRIENDLY AMENDMENT.

COUNCILOR GRIFFITH RECOMMENDED THE COUNCIL AGREE TO STAFF BRINGING BACK A REPORT ON A TIME AND DATE CERTAIN SO THE COUNCIL WOULD KNOW EXACTLY WHAT THEY WERE VOTING ON.

COUNCILOR GRIFFITH MOVED TO TABLE THE ITEM UNTIL THE NEXT MEETING AND HAVE STAFF BRING A RECOMMENDATION. THE MOTION FAILED FOR LACK OF A SECOND.

THE MOTION, WITH FRIENDLY AMENDMENT, FAILED AS FOLLOWS:

DEYO	NO	GRIFFITH	NO
SCOTT	YES	MORDELL	NO
SULLIVAN	ABSENT	WALKER	YES
CLAWSON	YES		

COUNCILOR MORDELL MOVED TO ADOPT THE SOLAR ACCESS ORDINANCE FOR NEW DEVELOPMENT EFFECTIVE SEPTEMBER 1; THE SOLAR BALANCE POINT ORDINANCE FOR NEW LOTS EFFECTIVE SEPTEMBER 1; SOLAR BALANCE POINT ORDINANCE FOR INFILL LOTS EFFECTIVE SEPTEMBER 1, 1989; REMODELING ON THE SOLAR BALANCE POINT ORDINANCE EFFECTIVE SEPTEMBER 1, 1989, AND THE SOLAR

ACCESS PERMIT WITH AN AMENDMENT THAT ADJOINING PROPERTY OWNERS AGREE WITH THE APPLICANT; SECOND BY COUNCILOR GRIFFITH.

COUNCILOR CLAWSON SAID RESIDENTS NEED RECOURSE IF THEIR NEIGHBOR DOESN'T AGREE AND PROPOSED A FRIENDLY AMENDMENT TO HAVE A TYPE III HEARING IF AN AGREEMENT WAS NOT REACHED. MR. ANDERSEN ASKED WHAT THE CRITERIA COULD BE TO OVERTURN. COUNCILOR GRIFFITH SAID HE WOULD NOT SUPPORT THE SOLAR ACCESS ORDINANCE IN ANY MANNER AND WILL NOT COMPROMISE. COUNCILOR SCOTT SAID HE COULD SUPPORT THIS MOTION. MAYOR DEYO SAID HE HAS RESERVATIONS ABOUT A COMPROMISE, BUT IF PROBLEMS COME UP A SOLUTION CAN BE FOUND. MOTION PASSED AS FOLLOWS:

DEYO	YES	GRIFFITH	NO
SCOTT	YES	MORDELL	YES
SULLIVAN	ABSENT	WALKER	YES
CLAWSON	YES		

XI. COUNCIL BUSINESS

1. Park and Recreation Action Plan - Scenarios Requested

BILL KLUTHO, PARKS COMMITTEE CHAIRPERSON, REVIEWED THE THREE SCENARIOS THAT WERE IN THE COUNCIL PACKET AND EXPLAINED TO THE COUNCIL HOW REDUCTIONS WERE MADE TO ARRIVE AT THE OPTIONS. THE PARKS COMMITTEE RECOMMENDATION WAS TO RECEIVE APPROVAL TO PLACE A GENERAL OBLIGATION BOND MEASURE, IN THE SUM OF $4.5 MILLION, ON THE NOVEMBER, 1988 BALLOT.

COUNCILOR WALKER SAID THE PARKS COMMITTEE NEEDS A VOTE OF THANKS. MAYOR DEYO COMPLIMENTED THE COMMITTEE ON THE PLAN AND VOICED STRONG SUPPORT OF THE NOVEMBER BOND MEASURE.

COUNCILOR SCOTT MOVED TO APPROVE SUBMITTING A $4.5 MILLION GENERAL OBLIGATION BOND LEVY, FOR FUNDING OF OPTION A, ON THE NOVEMBER 8, 1988 BALLOT; SECOND BY COUNCILOR WALKER. MOTION PASSED AS FOLLOWS:

DEYO	YES	GRIFFITH	YES
SCOTT	YES	MORDELL	YES
SULLIVAN	ABSENT	WALKER	YES
CLAWSON	YES		

2. City Hall Remodeling Options

MR. DOUTHWAITE SHOWED CITY HALL FLOOR PLANS INDICATING CURRENT USE AND EXPLAINED THE OPTIONS HE WAS LOOKING AT TO ACCOMMODATE STAFF GROWTH. HE TOLD THE COUNCIL HE NEEDED A REALITY CHECK TO SEE IF ANY OF THE OPTIONS ARE NOT OKAY...HE NEEDS TO KNOW. COUNCILOR GRIFFITH SAID HE THOUGHT MR. DOUTHWAITE ALREADY HAD THE FLEXIBILITY TO MAKE THIS KIND OF DECISION. COUNCILOR MORDELL SAID SHE WAS NOT COMFORTABLE WITH A NEW BUILDING; SHE HAD NO PROBLEM WITH A LEASE. THERE WERE NO OTHER COMMENTS. MR. DOUTHWAITE SAID HE WOULD KEEP THE COUNCIL INFORMED REGARDING THIS ISSUE.

XII. ANNOUNCEMENTS

MAYOR DEYO ANNOUNCED THAT THE PREVIOUSLY SCHEDULED EXECUTIVE SESSION TO EVALUATE THE CITY MANAGER WHICH HAD BEEN SCHEDULED TO FOLLOW THE REGULAR SESSION, WAS POSTPONED.

XIII. ADJOURNMENT

THE MEETING ADJOURNED AT 11:10 P.M.

CITY RECORDER

MAYOR

STATE OF OREGON)

COUNTY OF MULTNOMAH)

On this 8th day of , A.D. 1988, before me, a Notary Public in and for said County and State, personally appeared Gladys McCoy, Board of Commissioners Chair, to me personally known, who being duly sworn did say that she is authorized to sign official County documents and that the seal affixed to said instrument is the corporate seal of said Multnomah County by order of the Board of County Commissioners and the said Gladys McCoy acknowledged said instrument to be the free act and deed of said County.

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

Barbara E Jones
Notary Public for Oregon

(SEAL)

My Commission expires 1/06/90

STATE OF OREGON)

COUNTY OF MULTNOMAH)

On this 8th day of September, A.D. 1988, before me, a Notary Public in and for said County and State, personally appeared Gladys McCoy, Board of Commissioners Chair, to me personally known, who being duly sworn did say that she is authorized to sign official County documents and that the seal affixed to said instrument is the corporate seal of said Multnomah County by order of the Board of County Commissioners and the said Gladys McCoy acknowledged said instrument to be the free act and deed of said County.

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

Barbara E Jones
Notary Public for Oregon

(SEAL)

My Commission expires 1/06/90

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J161

MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

September 8, 1988

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held September 8, 1988, the following action was taken:

In the matter of the Execution of a Petition for Vacation of SW Grant Street R-3) ORDER #88-161

Commissioner Casterline moved, duly seconded by Commissioner Miller, that the above-entitled matter be approved.

Commissioner Anderson said this is the culmination of four years work to get access to Jones Cemetery, and expressed her appreciation that the project is completed.

The motion was considered, and it is unanimously

ORDERED that the County Chair be authorized to execute said petition for Multnomah County, Oregon, and that the petition be referred to the Department of Environmental Services for investigation and report.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Transportation

DATE SUBMITTED_____

(For Clerk's Use)
Meeting Date 9/8/88
Agenda No. R-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Execution of Vacation Petition/SW Grant Street

Informal Only*_____ (Date)

XX Formal Only_____ (Date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Richard T. Howard TELEPHONE Ext. 3599

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD_____

BRIEF SUMMARY

This order authorizes Chair to sign petition for vacation of unused SW Grant Street from SW Hewitt Blvd. easterly to Dead End.

BOARD OF COUNTY COMMISSIONERS
1988 AUG 31 AM 9:12
MULTNOMAH COUNTY
OREGON

ACTION REQUESTED:

/ / INFORMATION ONLY / / PRELIMINARY APPROVAL / / POLICY DIRECTION XX APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

To Dick Howard
9/30/88

/ / PERSONNEL

/ / FISCAL/BUDGETARY

/ / General Fund

Other_____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Paul Yarborough /bhw

BUDGET/PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts)

OTHER _____
(Purchasing, Facilities Management, etc.)

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

3706V

MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-5050

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

August 17, 1988

Board of County Commissioners
606 Courthouse
Portland, Oregon 97204

RE: Proposed Vacation of S.W. Grant Street,
(Vicinity of Jones Cemetery)

Dear Commissioners:

Pursuant to a consensus reached between the neighbors residing near Jones Cemetery, and including Multnomah County's Division of Parks and Memorials, a petition is being circulated requesting vacation of unused S.W. Grant Street.

Since Multnomah County is one of the abutting property owners, it is recommended that the Chair of the Board be authorized to execute the petition on behalf of the county.

Very truly yours,

Paul Yarborough/bhw

PAUL YARBOROUGH
Director
Dept. of Environmental Services

RTH/PY:js

Encl.

4760V

PETITION TO VACATE SW GRANT STREET

TO: The Board of County Commissioners
Multnomah County, Oregon

RE: Vacation of SW Grant Street

The undersigned hereby petition that SW Grant Street, as described in the attached Exhibit "A", be vacated pursuant to ORS Sections 368.326 to 368.366.

This vacation is being requested for the following reasons:

Title to the street is vested in Multnomah County and those parties having any improvements on, or easement rights to the property, are the following:

Portland General Electric Company
3700 SE 17th Street
Portland, Oregon 97202

Unified Sewerage Agency
150 N. First Street
Portland, Oregon 97124

Northwest Natural Gas
220 NW Second Avenue
Portland, Oregon 97209

Sylvan Water District
360 NW Greenleaf Road
Portland, Oregon

Those parties owning the property abutting the street to be vacated are listed below:

Multnomah County
c/o Property Management Department
2505 SE 11th Avenue
Portland, Oregon 97202

Thomas E. Denhart
Gun K.E. Denhart
5565 SW Hewett Boulevard
Portland, Oregon 97221

Mathilda E. Harris
5617 SW Hewett Boulevard
Portland, Oregon 97221

The undersigned parties request that SW Grant Street be vacated and that upon vacation ownership of the property vest in the owners of 5565 SW Hewett Boulevard and 5617 SW Hewett Boulevard which abut SW Grant Street subject to a reservation of easements in the following parties for existing services and improvements:

(1) Unified Sewerage Agency

(2) Northwest Natural Gas

(3) Sylvan Water District

(4) Portland General Electric

and additional reservation of easements for future expansion of utility services as well as specifically reserving the right to place existing utilities underground.

DATED this 7 day of April, 1986.

Multnomah County

By: Gladys McCoy

Thomas E. Denhart

Thomas E. Denhart

Gun K.E. Denhart

Gun K.E. Denhart

Mathilda E. Harris

Mathilda E. Harris

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing Petition to Vacate was acknowledged before me this 7th day of April, 1986 by _____ who is the _____ of Multnomah County.

NOTARY PUBLIC FOR OREGON
My Commission Expires:

I have notarized only the signatures of Thomas E. Denhart & Gun K.E. Denhart.

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing Petition to Vacate was acknowledged before me this 1st day of April, 1986 by Thomas E. Denhart.

NOTARY PUBLIC FOR OREGON
My Commission Expires: 2-8-88

UNITED STATES NATION
BANK OF OREGON
P O BOX 4412
PORTLAND OREGON 97208

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing Petition to Vacate was acknowledged before me this 1st day of April, 1986 by Gun K.E. Denhart.

NOTARY PUBLIC FOR OREGON
My Commission Expires: 2-8-88

UNITED STATES NATION
BANK OF OREGON
P O BOX 4412
PORTLAND OREGON 97208

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing Petition to Vacate was acknowledged before me this 10 day of April, 1986 by Mathilda E. Harris.

NOTARY PUBLIC FOR OREGON
My Commission Expires: 11/22/88

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing Petition to Vactate was acknowledged before me this 20th day of September, 1988 by Gladys McCoy, County Chair authorized to sign for Multnomah County, Oregon.

NOTARY PUBLIC FOR OREGON
My Commission Expires: 1/06/90

STEWART TITLE – TRI-COUNTY OFFICE

10720 S.W. Beaverton-Hillsdale Hwy.
Beaverton, Oregon 97005 • Phone: (503) 643-0650

Sanctity of Contract

PRELIMINARY COMMITMENT FOR TITLE INSURANCE

Ball, Janik & Novak - Attorneys
101 S.W. Main, Street, Suite 1100
Portland, Oregon 97204

Order Number: 85005463-M

Date: February 14, 1986

Attention: Laura Watson

REVISED REPORT

Customer Number:

Reference: MULTNOMAH COUNTY

		Amount	Premium
(X)	Owner's Standard Coverage	To Come	$ 150.00 Part.
( )	Purchaser's Standard Coverage		
( )	Mortgagee's Standard Coverage		
( )	Mortgagee's ALTA Coverage		
( )	Lien Search		
( )			
( )			

This is a preliminary billing only; a consolidated statement of all charges, credits, and advances, if any, in connection with this order will be provided at closing.

Stewart Title is prepared to issue on request and on recording of any appropriate documents, a policy or policies as applied for, with coverages as indicated, based on this preliminary commitment that as of February 10, 1986 at 5:00 pm title of the property described herein is vested in

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, in trust for a public cemetery

Subject only to the exceptions shown herein and to the terms, conditions and exceptions contained in the policy form. No liability is assumed until a full premium has been paid.

STEWART TITLE

John E. Lafoth
Countersigned

By William H. Dunn/gcc
Title Officer

Description:

William H. Dunn

SEE EXHIBIT "A"

NOTE: The address for the above vestee from the Multnomah County Assessors Records is as follows: c/o Property Management Dept.
2505 S.E. 11th Ave.
Portland, Oregon 97202

SCHEDULE B

Order Number: 85005463-M

EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records; unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.

5. Rights of the public in and to any portion of the herein described premises lying within the boundaries of roads or highways.

6. Easement, including the terms and provisions thereof:
For: Gas pipe line
Granted to: Portland Gas & Coke Company, a corporation
Recorded: February 17, 1941
Book: 589
Page: 333
Affects: May affect the herein described parcel

7. The herein described premises are within the boundaries of and subject to the statutory powers, including the power of assessment, of Columbia-Wilcox Service District.

8. Easement, including the terms and provisions thereof:
For: Sewer
Granted to: Columbia-Wilcox Service District No. 6
Recorded: June 8, 1971
Book: 792
Page: 241
Affects: May affect the herein described parcel

Continued on next page

Order No. 85005463-M

SCHEDULE B CONTINUED:

9. Easement for utilities over and across the premises formerly included within the boundaries of S.W. Grant Street to be vacated, if any such exist other than those noted above, and including any easement rights for access to contiguous properties over the existing paved portions of S.W. Grant Street.

NOTE: Taxes for 1985-86 are non-assessable.

NOTE: The owners and addresses of contiguous properties are as follows:
Tax Lot "138"
Thomas E. Denhart and Gun K.E. Denhart
5565 S.W. Hewett Blvd.
Portland, Oregon 97221

Tax Lot "239"
Mathilda E. Harris
5617 S.W. Hewett Blvd.
Portland, Oregon 97221

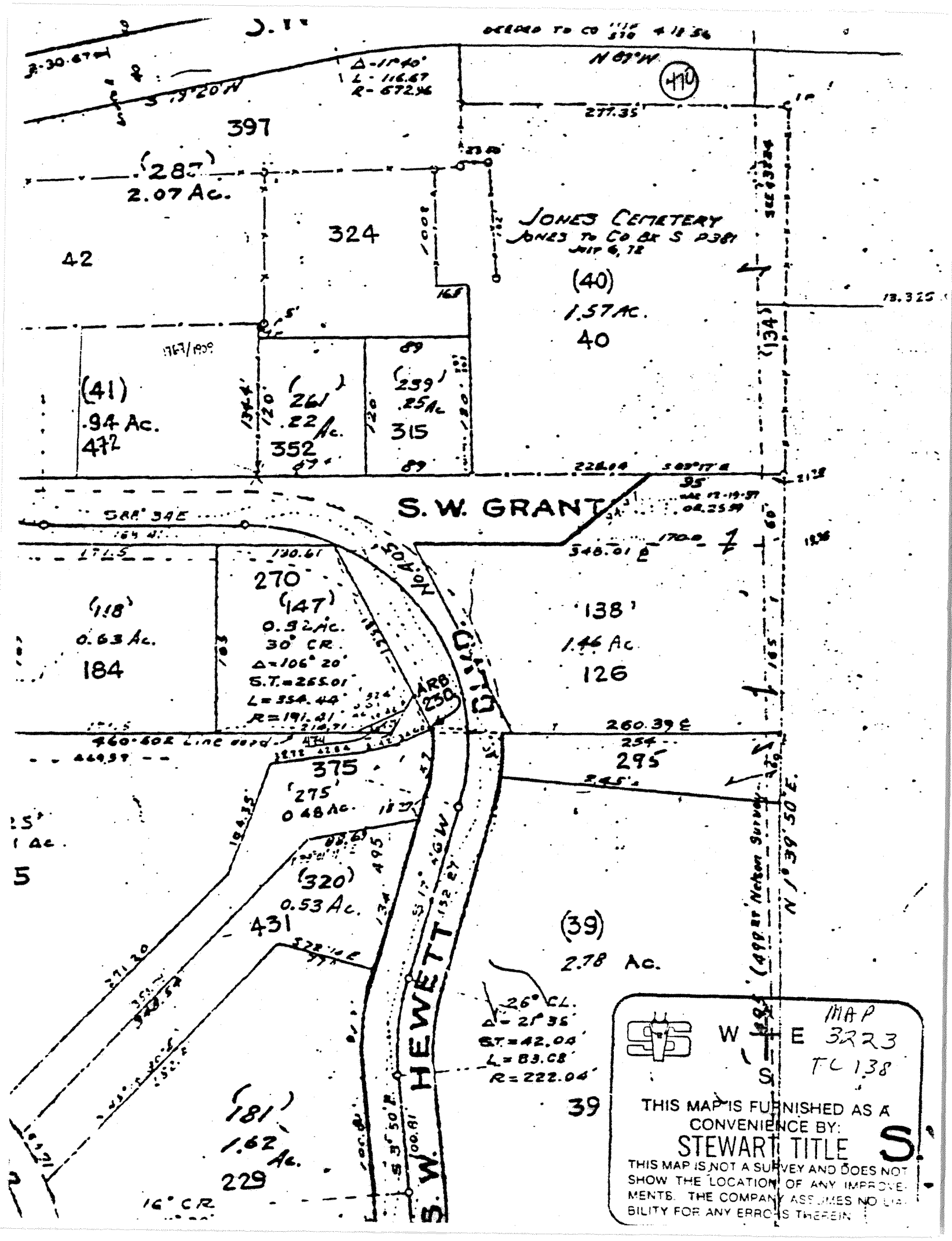
WHD/js

Order No. 85005463-M

EXHIBIT A

A description of a portion of S.W. Grant Street, a dedicated street in Section 6, Township 1 South, Range 1 East, Willamette Meridian, Multnomah County, Oregon more particularly described as follows:

Beginning at a point on the South right-of-way line of S.W. Grant Street that bears North 1 degrees 39'50" East 664.27 feet and North 89 degrees 14'00" West 189.35 feet from the South one-quarter section corner of said Section 6, Township 1 South, Range 1 East, Willamette Meridian, said point being the Southeast corner of the Tract to be described, thence North 89 degrees 14'00" West along the South right-of-way of said S.W. Grant Street a distance of 124.90 feet to the intersection with the Northeasterly right-of-way line of S.W. Hewett Blv., County Road No. 405, thence North 0 degrees 46'00" East to the North right-of-way line of said S.W. Grant Street, a distance of 55.45 feet, thence South 89 degrees 20'05" East tracing the said North right-of-way line of S.W. Grant Street a distance of 47.79 feet to Southeast corner of that parcel of land conveyed to Mathilda E. Harris by deed recorded August 29, 1977 in Book 1203, page 807, Deed Records of Multnomah County, Oregon, thence North 1 degrees 07'07" East along East line of the said, Mathilda E. Harris Tract, a distance of 4.00 feet, to the intersection of the continuation of the North right-of-way line of said S.W. Grant Street, thence South 89 degrees 20'05" East along said North right-of-way line a distance of 150.66 feet, thence South 51 degrees 39'44" West, leaving said North right-of-way line a distance of 94.81 feet to the true point of beginning.


S.W. GRANT
S.W. HEWETT
JONES CEMETERY
JONES TO CO BK S P381
JULY 6, 72
397
(287)
2.07 Ac.
324
42
(40)
1.57 Ac.
40
(41)
.94 Ac.
472
(261)
.22 Ac.
352
(259)
.25 Ac.
315
270
(147)
0.92 Ac.
30° CR
Δ=106° 20'
T=265.01
L=354.44
R=191.41
(118)
0.63 Ac.
184
138
1.46 Ac.
126
375
(275)
0.48 Ac.
295
(320)
0.53 Ac.
431
(39)
2.78 Ac.
26° CL
Δ=21° 35'
T=42.04
L=83.68
R=222.04
39
(181)
1.62 Ac.
229
16° CR
5
MAP
3223
TL 138
THIS MAP IS FURNISHED AS A CONVENIENCE BY:
STEWART TITLE
THIS MAP IS NOT A SURVEY AND DOES NOT SHOW THE LOCATION OF ANY IMPROVEMENTS. THE COMPANY ASSUMES NO LIABILITY FOR ANY ERRORS THEREIN

9/08/88

RECEIVED FROM JANE McGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS · MULTNOMAH COUNTY, OREGON

ENGINEERING

ORDER #88-161 Authorizing Chair to Execute Petition for Vacation of SW Grant Street

PETITION - REQUESTING VACATION-SW Grant Street (for investigation & report)

R-3

MULTNOMAH COUNTY
OREGON
1988 OCT -5 AM 7:38
BOARD OF
COUNTY COMMISSIONERS

Richard Howard

Form CC-2 PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

83/J161

MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

September 8, 1988

Ms. Linda Alexander, Director
Department of General Services
1120 SW Fifth
Portland, OR

Dear Ms. Alexander:

Be it remembered, that at a meeting of the Board of County Commissioners held September 8, 1988, the following action was taken:

In the matter of the Ratification of the Collec-)
tive Bargaining Agreement with the Oregon Nurses)
Association, for period July 1, 1988 to June 30,)
1991 R-4)

The above-entitled matter having come before the Board and full consideration having been given thereto, upon motion of Commissioner Miller, duly seconded by Commissioner Casterline, it is unanimously

ORDERED that Multnomah County, Oregon enter into the above-entitled Agreement tendered to and before the Board this date, and that the Board of County Commissioners be and they are hereby authorized and directed to enter into said Agreement for and on behalf of Multnomah County, Oregon.

Commissioner McCoy commended Employee Relations staff for obtaining three year contracts for all the above agreements, and stated that now there will be time for staff to devote to issues other than negotiation.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

138

jm
cc: Budget
Finance
Labor Relations

DATE SUBMITTED September 1, 1988

(For Clerk's Use) 9-8-88
Meeting Date
Agenda No. R-4

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Oregon Nurses Association
Collective Bargaining Agreement

Informal Only* _____ (Date)

Formal Only September 8, 1988 (Date)

DEPARTMENT General Services DIVISION Labor Relations

CONTACT Kenneth Upton TELEPHONE 248-5015

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Kenneth Upton

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

Request approval of the 1988-1998 collective bargaining agreement with the Oregon Nurses Association.

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

ACTION REQUESTED:

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

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 20 minutes

IMPACT:

XX PERSONNEL

[X] FISCAL/BUDGETARY

[ ] General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Linda D. Alexander

BUDGET / PERSONNEL David C. Warr

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

OTHER Kenneth Upton, Labor Relations Manager.
(Purchasing, Facilities Management, etc.)

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

MULTNOMAH COUNTY OREGON
1988 SEP 2 AM 10:10
BOARD OF COUNTY COMMISSIONERS

1988 - 1991

AGREEMENT

BETWEEN

MULTNOMAH COUNTY, OREGON

AND

OREGON NURSES ASSOCIATION

Employee Services Division
1120 S.W. Fifth, Suite 1430
Portland, OR 97204-1976

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A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

and

OREGON NURSES ASSOCIATION

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and the Oregon Nurses Association, hereinafter referred to as the Association.

The purpose of this Agreement is to facilitate the achievement of improved health services by setting forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other conditions of employment, consistent with the County's objective of providing services to the people of Multnomah County that are beneficial to the quality of life in this community.

The parties agree as follows:

ARTICLE 2

RECOGNITION

1. Unit Definition.

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

a. Supervisory employees,

b. Managerial employees,

c. Employees working less than twenty (20) hours per week.

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

2. Probationary Employees.

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

3. On-Call and Temporary Employees.

a. Contractual Benefits.

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

(1) Payment at the minimum of Step 1 for the classification to which the employee is hired,

(2) Shift differential (Article 15.2),

(3) A differential in lieu of benefits in the amount of fifty cents (.50¢) per hour,

(4) Overtime (Article 15.4), and

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

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

(6) No discrimination (Article 20.1), and

(7) Settlement of Disputes (Article 19), strictly limited, however, to enforcement of Article 2., Section 3.a. (1 - 6), of this Agreement.

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

b. Reporting

The Association may request periodic reporting by the Division of Community Health Services relating to patterns of use and compensation of temporary, part-time (less than twenty (20) hours per week) and on-call employees. The parties further agree, that the County shall make every effort to employ permanent full and part-time employees over on-call and temporary employees, pursuant to Article 13.4b.

ARTICLE 3

MANAGEMENT RIGHTS

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

ARTICLE 4

ASSOCIATION SECURITY AND CHECK OFF

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

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

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

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

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

a. For Registered Nurses an amount equal to the regular membership dues as established by the Association, and permitted by law.

b. For Licensed Practical Nurses an amount equal to 70% of the Registered Nurse membership dues as established in "a" above.

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

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

ARTICLE 4

5. The Association expressly agrees that it will safeguard the rights of non-Association employees, based upon bona fide religious tenants or teachings of a church or religious body of which such employee is a member and as to any such employee such sums paid by such employee equivalent to regular Association dues and the "fair share" service fee in lieu of dues, shall be paid to a non-religious charity mutually agreed upon by the employee making such payment and the Association. Payment may be made either through payroll deduction to the Association for distribution to the charity or, the employee may request that such in lieu of dues "fair share" service fee not be deducted and shall make such payment directly to a charity as heretofore stated and shall furnish written proof to the Association and the County, when requested, that this has been done.

6. Within thirty (30) days after the execution of this Agreement and semi-annually thereafter for the term of this Agreement, the County shall provide the Association with a master listing of all employed nurses who are subject to the provisions of this Agreement. Such listing shall contain the names of the employees, along with their job classifications, work locations, home addresses, social security numbers, and dates of

employment. Each month subsequent to the establishment of the master list, the County shall forward to the Association the names, job classifications, work locations, home addresses and dates of employment, all social security numbers of all new employees covered by this Agreement and of all employees who terminated from the bargaining unit during the month. The Association shall advise the County's Director of the Employee Services Division of the address to which the listings are to be sent. Whenever an employee has not joined the Association within thirty days after employment as described in Section 2, Subsection (b) above, the Association shall give written notice to the County's Central Payroll Office and shall deliver a copy to the affected employee. Deduction of the service fee pursuant to Section 2, Subsection (b) above shall be made on the first payday of each month, but no deduction shall be made in the absence of correct notification from the Association as provided under this section. Deduction of Association dues authorized by the employee under Section 2, Subsection (a) above shall be made on the first payday of each month.

ARTICLE 4

ARTICLE 5

NO STRIKE AND NO LOCKOUT

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or place where County functions are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Association will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. Any employee engaging in any activity in violation of this Article may be subject to disciplinary action or discharge.

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

ARTICLE 6

HOLIDAYS

1. Holidays.

a. Recognized and Observed Holidays.

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

- New Year's Day (January 1st)
- Dr. Rev. Martin Luther King, Jr.'s Birthday (3rd Monday in January)
- Washington's Birthday (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans' Day (November 11th or date of County observance)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th)
- Christmas Eve/New Year's Eve
  At the discretion of the supervisor, the employee shall be granted either four (4) hours on Christmas Eve, or four (4) hours on New Year's Eve or four (4) hours of personal holiday.
- Two (2) Personal Holidays
  A personal holiday shall be a day off available at the discretion of the employee with the consent of the employer. Personal Holiday time will be charged in accordance with the uniform time charging provisions of Article 14.

No compensation shall be paid for personal holidays not taken. An employee must be employed for at least three (3) months before the first personal holiday may be used and must be employed for at least nine (9) months before the second personal holiday may be used. In all cases, personal holidays must be taken by the end of each fiscal year (June 30).

b. Part-time employees shall be entitled to leave on observed holidays, provided, however, that the amount of the leave shall not exceed the fraction of a full-time position which is normally worked by the employee, e.g., a half-time employee shall have no more than four (4) hours of holiday leave. If the length of the employee's shift on the observed holiday would exceed the fraction of a shift to which the employee is entitled, and the County operation to which the employee is assigned is closed for business on that date, the difference between the holiday leave granted and the length of the normal shift shall be charged against accrued and available vacation leave or leave without pay at the employee's option.

2. Holiday Pay.

Full-time employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Part-time employees shall receive such pay only if eligible under Section 1.b. To be eligible for holiday pay, employees must be in pay status both on the day before and on the day after the observed holiday.

3. Hours of Work Holiday.

Employees covered by this Agreement shall be eligible after six (6) months of employment for an Hour of Work Holiday (one (1) day) subject to the same terms and limitations of a personal holiday under Article 6. 1.a. It is recognized that this holiday is a partial payment for the movement to the eight (8) hour day by members of this bargaining unit January 1, 1981.

4. 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. Irregular Scheduling:

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

d. Twenty-four-hour Operations.

In twenty-four (24) hour operations, the eight (8) specific holiday dates cited in Section 1.a. above shall be observed on the dates listed. If an employee is scheduled off duty on a "specific holiday", she or he shall have the option of either taking the day off with pay or to take the day off without pay and schedule another day off with pay within 90 days following the holiday. Such alternate day off shall be by mutual agreement between the employee and the County.

5. Holiday During Leave.

Should a full-time employee or a part-time employee eligible under Section 1.b. be on authorized leave with pay when a holiday occurs, such holiday shall not be charged against such leave.

6. Holiday Work.

If a part-time or full-time employee works on any of the holidays listed above, the employee shall in addition to his or her holiday pay be paid for all hours worked at the rate of time and one-half (1-1/2) his or her regular rate of pay, or may elect, in lieu of holiday pay to receive another day off with pay within 90 days following the holiday on a date mutually agreeable between the employer and the employee.

ARTICLE 7

VACATION LEAVE

1. Accrual.

Each full-time employee is entitled and shall earn annual vacation leave credit from the first full calendar month of employment. However, employees are not entitled to any leave with pay until they have been employed for a period of six (6) calendar months (1,044 hours). Employees will not accrue vacation leave during a leave of absence without pay. Vacation credits shall be earned in accordance with the following schedule (years and weeks cited are for general guidance only):

a. Less than Five Years - Two Weeks Per Year Less than 10,440 straight time hours of continuous service, .0385 hours per straight time worked, cumulative to two hundred (200) hours. After six (6) months of service, an employee shall be entitled to one (1) week's (i.e., forty (40) hours) vacation.

b. Five Years but less than Ten Years - Three Weeks Per Year 10,440 straight time hours, but less than 20,880 straight time hours of continuous service, .0577 hours per straight time worked, cumulative to two hundred forty (240) hours; and shall be entitled to three (3) weeks (i.e., 120 hours) vacation.

c. Ten Years but less than Fifteen Years - Four Weeks Per Year 20,880 straight time hours, but less than 31,320 straight time hours of continuous service, .0769 hours per straight time worked, cumulative to three hundred twenty (320) hours; and shall be entitled to four (4) weeks (i.e., 160 hours) vacation.

d. Fifteen Years or More - Five Weeks Per Year 31,320 or more straight time hours of continuous service, .0961 hours per straight time worked, cumulative to four hundred (400) hours; and shall be entitled to five (5) weeks (i.e., 200 hours) vacation.

2. Part-time.

Part-time regular employees shall accrue in accordance with the schedule stated in Section 1., provided that seniority for accrual purposes shall be based strictly on straight time hours worked in County service and not years of service. For example, an employee working twenty (20) hours per week for twenty (20) years would have 20,880 hours of service and thus be eligible to accrue at .0769 hours per straight time hour worked. After six (6) months, vacation credits shall be used in accordance with the uniform time charging provisions of Article 14.

3. Vacation Times.

Employees shall be permitted to choose either a split or entire vacation. Vacation times shall be scheduled by the County, based primarily on the needs

of efficient operations and the availability of vacation relief. Employees shall have the right to determine vacation times, but in any case vacation times shall be selected on the basis of seniority; however, each employee will be permitted to exercise his or her right of seniority only once during the life of this Agreement. Sign-up for vacation shall be in weekly increments.

4. Termination or Death.

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

ARTICLE 8

SICK LEAVE

1. Definition and Allowable Use.

Sick leave is a leave of absence with pay which may be used by an employee in the event of the following non-occupational conditions involving the employee or a member of his or her immediate household who is also a member of his or her immediate family:

a. Illness,
b. Injury,
c. Quarantine based on exposure to contagious disease,
d. Medical or dental appointments.

2. Limitations on Use of Sick Leave.

Occasions when sick leave use is not allowed include but are not limited to:

a. Occupationally related conditions except as provided in Article 11,

b. Illness or injury during the term of a:

(1) Leave of absence without pay, or

(2) Vacation, provided that sick leave may be used during the term of a vacation when the employee immediately notifies the supervisor of the interruption of his or her scheduled vacation and presents such reasonable evidence as is demanded of a bona fide illness or injury upon returning to work.

3. Accrual.

Employees shall accrue sick leave at the rate of .0461 hours per straight time hour worked, to be used in the event of illness or illness of a member of immediate household. Sick leave may be accrued on an unlimited basis. Absence due to sickness in excess of three (3) days must be verified by a physician's certificate at the request of the County. Employees will not accrue sick leave during a leave of absence without pay.

4. Special Sick Leave Usage Problem.

Certain sick leave patterns create problems for both employees and the County by creating short staffing situations and increasing replacement costs.

a. Improper Use of Sick Leave.

Improper use of sick leave may constitute cause for disciplinary action. Patterns of potential abuse include but are not limited to:

(1) A pattern of use in conjunction with days off, holidays, or vacations,

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

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

b. High Frequency Sick Leave Use.

When frequent use of sick leave gives rise to problems which cannot be resolved between the supervisor and an employee or employees, the County may present the details of any such problem in writing to the Association. The Association agrees to work with the County in reaching an equitable resolution of the dispute.

c. Exhaustion of Sick Leave.

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

5. Sick Leave During Maternity.

The use of sick leave during pregnancy shall be governed by Sections 1 through 3 of this Article.

6. Occupational Exposure.

Due to the occupational exposure to communicable disease, new employees shall be allowed to use up to five (5) days of their first year's sick leave immediately upon employment. If the employee terminates prior to accruing adequate sick leave to cover that used, the County shall deduct from the final settlement check one (1) hour's gross pay for each hour of sick leave used beyond that earned.

7. Conversion of Sick Leave.

Based upon accrual as of July 1 each fiscal year, employees shall be allowed to convert sick leave in accordance with the following schedule:

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

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

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

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

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

8. Other Sick Leave Provisions.

a. Used sick leave shall be charged on the basis of ten (10) hours per day for four day work week employees, or eight (8) hours per day for five day work week employees.

b. Sick leave shall be charged in one quarter hour increments in accordance with the uniform time charging provisions of Article 14.

ARTICLE 9

OTHER LEAVES

1. Leaves of Absence.

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

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

2. Bereavement Leave.

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

death in the immediate family of the employee to make household adjustments or to attend funeral services. If such funeral is beyond 350 miles, the employee may be granted up to three (3) additional days with pay at the discretion of the employee's supervisor for travel and personal considerations. For purposes of Bereavement Leave, an employee's immediate family shall be defined as spouse, parents, children, brother, sister, grandchildren, grandparents, father-in-law, mother-in-law, sister-in-law or brother-in-law. In relationships other than those set forth above, under exceptional circumstances, such leave of absence may be granted by the County Chair or the Chair's designee(s), upon request.

3. Jury Duty.

Employees shall be granted leave with full pay in lieu of jury fees any time they are required to report for jury duty. If an employee is excused or dismissed prior to the end of the work day, the employee shall report back to work if practicable. Procedures for reporting back to work shall be as specified by the division.

4. Voting Time.

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

5. Maternity and Adoption Leave.

Maternity and adoption leave not to exceed six (6) months, shall be granted without pay at the request of the employee. Such leaves may be extended or renewed for a period not to exceed six (6) months.

6. Educational Leave.

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

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

Employees may also be granted leaves of absence with or without pay for educational purposes for reasonable lengths of time to attend conferences,

seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it does not interfere with the operation of the County. The County shall make every reasonable effort to enable interested employees an opportunity to attend inservice training and other educational opportunities.

The County will continue to promote and encourage educational, self-development opportunities for bargaining unit employees, and agrees to plan and budget accordingly to adequately accommodate paid educational leave requests, tuition reimbursement and other educational expenses. The County further agrees, that there shall be an "open-book" policy for the purpose of inquiries by unit members in regards to the balance of educational funds available. Denial of requests for paid educational leaves, tuition reimbursement and other educational expenses shall not be for arbitrary and capricious reasons.

All paid educational leave and tuition reimbursement shall be subject to the County's budgetary limitations and managerial priorities.

ARTICLE 9

7. Accrual of Benefits During Unpaid Leave.

An employee will not accrue benefits during the period of unpaid leave of absence.

8. Military Service.

a. Any employee who is a member of the National Guard or the Military or Reserve Forces of the United States, and who is ordered by the appropriate authorities to attend a prescribed training program or to perform other duties under the supervision of the United States or this state, shall be granted a leave of absence with pay up to fifteen (15) consecutive calendar days, or eleven (11) consecutive working days, per calendar year.

b. Employees shall be allowed to attend required military service or training sessions which fall on their regular working day(s) in lieu of their scheduled shift, provided that they agree to and do work on a scheduled day off in compensation.

9. Tuition Reimbursement.

The County will reimburse an employee for the cost of tuition for any course of study taken on the employee's own time which, in the County's judgment, is related to the employee's position and will result in

improved performance, subject to the County's budgetary limitations and priorities. Preference will be given to reimburse any nurse for courses that are:

a. Required as a prerequisite to enroll in a BSN or MSN program, or;

b. Required as a part of the nurse's current enrollment in a BSN or MSN program. Employees shall apply for approval of the request for reimbursement at least five (5) days prior to the proposed enrollment. If approved prior to enrollment, the County will make reimbursement within thirty (30) days after proof of satisfactory completion of the course. In addition, employees who have been granted leaves of absence with or without pay for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, will have the cost of registration and/or incidental expenses paid by the County upon prior approval of the Department head. Priorities for expenditures of any funds under this section shall be established by the County by considering together under the same criteria all pending requests for such funding made by bargaining unit members.

ARTICLE 10

HEALTH AND WELFARE

1. Eligibility.

Employees shall be eligible for medical-hospital coverage on the first day of the month following the month of employment and for the dental plan on the first day of the month following six (6) full months of employment, provided, however, that part-time employees must meet the payment obligations of Section 4 to become eligible.

2. Medical-Hospital.

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

It is expressly understood by all parties that benefit levels currently provided by the 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.

As the term "current" or "currently" is utilized in this section it shall refer to the indemnity plan as modified in "3" below.

Effective September 1, 1988, the County will include prescription drug coverage in its HMO medical insurance plan in accordance with the terms of the "50% Kaiser option". Coverage will apply to the employee and members of his or her immediate family who are covered by the HMO insurance plan.

3. Modification of Indemnity Plan (currently administered by Blue Cross).

Effective September 1, 1988, the indemnity plan will be modified as described in subsections "a" through "f" below. Employees who are in the indemnity plan when this Agreement is executed will have the opportunity to apply for HMO coverage in advance of any changes to the indemnity plan.

a. The Basic/Major Medical Plan will be replaced by a Comprehensive 80/20 Major Medical Plan.

b. A $100 deductible to be paid by the employee will be applied each calendar year to each person covered to a maximum of three (3) deductibles per family.

c. Once deductibles are applied, the Plan will pay 80% of the next $5,000 of covered expenses incurred during a calendar year by each insured person. It will pay 100% of any additional covered expenses incurred within the calendar year.

d. The maximum lifetime benefit per person covered will be $1,000,000.

e. Effective September 1, 1988, the Plan will include preventive physical exam coverage for employees only. Effective July 1, 1989 preventive physical exam coverage (the terms of which were discussed during the bargaining process) will be extended to the employee and members of his or her immediate family who are covered by the Plan.

f. Effective July 1, 1989, the Plan will include well baby coverage the terms of which were discussed during the bargaining process.

g. The scope of covered expenses except as specifically provided in "a" through "f" above shall remain the same as in the prior plan.

4. Dental Plan.

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

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

5. Part-Time Nurses.

Part-time employees may receive full Medical and Dental benefits upon payment of fifty percent (50%) of the monthly premium by the employee to the County. Except, eligible part-time employees who work full-time 100% of time for thirty (30) continuous days (128 hours), the monthly premium for Medical and Dental shall be paid in full by the County.

6. 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, if available, of the same service delivery type at substantially the same or a better benefit level. If no substitute plan is available, the County shall provide coverage to affected employees under the terms of remaining dental and medical plans.

7. Retirees.

a. Persons who retire from Multnomah County employment at age sixty (60) or after, but before they are eligible for Medicare, and who have at least five (5) years of County service, shall be carried by the County on the group medical health plan until such time as the person is eligible for Medicare subject to the limitations of Section 2. above.

b. The County shall continue to make available to County retirees group medical health plan benefits.

8. Life Insurance.

The County agrees to provide each full-time and part-time employee covered by this Agreement with term life insurance in the amount of twenty thousand dollars ($20,000). Upon retirement after at least five (5) years of County service, retirees of Multnomah County will be provided with two thousand dollars ($2,000) term life insurance coverage. Employees will designate their beneficiaries. Employees, at their option and expense, consistent with carrier contract(s), may purchase from the same carrier additional term life insurance as a supplement to that provided by the County. Insured employees will be provided a certificate evidencing such insurance.

9. Disability Insurance.

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

10. Long Term Disability Insurance

The County will provide long term disability insurance to all members of the bargaining unit who are regularly scheduled to work at least half-time. The insurance is provided pursuant to the Standard Insurance Company proposal dated July 13, 1988 and presented by Fred S. James of Oregon. There will be a 180 day elimination period.

11. Waiver of Health and Welfare Benefits.

Employees may elect to waive participation (coverage) in the County's Health and Welfare Benefits Plan by submitting such request for waiver in writing on the appropriate County waiver form. Employees making such waiver will not be eligible to re-enroll until the County's official open enrollment period. The County shall reimburse employee(s) for waiver of benefit coverage an amount of money equal to thirty-three percent (33%) of the highest two (2) party premium paid by the County.

Any part-time employee who accepts waiver and wishes to purchase one of the County's dental insurance plans, at the employee's cost, may do so through payroll deduction subject to the limitations of this Article.

ARTICLE 11

WORKERS' COMPENSATION AND SUPPLEMENTAL BENEFITS

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

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

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

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

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

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

4. If a Workers' Compensation claim is denied or if the employee accepts a compromise settlement of a disputed claim, the employee's absence from work shall, to the extent not compensated as Workers' Compensation time loss be paid from and charged against his or her sick leave.

5. If a Workers' Compensation claim which has been denied is later held compensable upon appeal, any time loss benefits shall be reimbursed by the employee to the County and the employee's sick leave account credited with an equivalent number of days.

6. Nothing in this Article may be construed to permit borrowing of sick leave not accrued by and available to the employee.

7. The County shall continue to provide medical and dental benefits for employee and dependent(s) from the first day of occupational disability throughout the period the employee receives supplemental benefits, subject to the limitations of the Health and Welfare Article, if any.

ARTICLE 11

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

ARTICLE 12

DEFENSE AND INDEMNIFICATION

The County shall defend and indemnify employees covered by this agreement against claims and judgments incurred in or arising out of the performance of their official duties, subject to the limitations of the Oregon Tort Claims Act.

ARTICLE 13

SENIORITY AND LAYOFF

GUIDELINES

1. Seniority and Layoff shall be governed by Personnel Rule 306 WCF ("Seniority and Layoff"), attached hereto as Addendum D and by this reference made a part of this Agreement, with the following exceptions and clarifications:

a. Promotional Line.

The following classifications (or future equivalents) shall be considered a promotional line:

(1) Community Health Nurse (Community Health Nurses assigned to clinics or the field shall be treated as one classification for purposes of this Article subject to Section B. below).

(2) Nurse Practitioner.

(3) Nursing Services Supervisor.

b. Bumping Qualification.

An employee may bump another within the same classification or downward in the promotional line only if qualified to perform the duties of the position to which he or she is bumping. A clarification of this restriction shall include but not be limited to the following:

(1) A Nurse Practitioner may bump another Nurse Practitioner only if he or she is in the same speciality.

(2) Any Nurse Practitioner with a baccalaureate degree in nursing may bump any Community Health Nurse.

(3) A Community Health Nurse with a baccalaureate degree in nursing may bump a Community Health Nurse assigned to either the field or clinic; a Community Health Nurse <u>without</u> a baccalaureate degree in nursing may <u>only</u> bump a Community Health Nurse assigned to a clinic/ Corrections Health.

(4) A Nursing Services Supervisor (or its future equivalent(s) bumping into the bargaining unit may exercise only seniority gained while a member of the bargaining unit.

(5) Qualifications for bumping purposes are specifically limited to legal and/or job description qualifications, and specifically exclude knowledges, skills, and abilities normally acquired in orientation or on-the-job training.

c. <u>Salary and Administration</u>.

(1) Any employee who bumps to a lower classification at the highest pay step shall retain that rate only upon re-qualification under the terms of Article 16.

(2) The anniversary date of an employee who bumps to a lower classification shall remain unchanged.

d. Part-Time Employee Bumping.

(1) A more senior part-time nurse may bump a full-time nurse, provided he or she is willing to become full-time.

(2) A more senior full-time nurse may bump a part-time nurse, or with management approval, two (2) part-time nurses, provided the resulting full-time position is no more than forty (40) hours per week.

2. Notice of Layoff and Pre-Layoff Meetings.

Whenever possible, the County will notify the Association thirty (30) days in advance of a layoff. Either party may propose meetings to consider work sharing or other alternatives to a contemplated layoff.

3. Retirement.

Seniority determinations shall have no application to retirement matters.

4. Filling of Vacancies.

a. The County shall post all vacancies and new positions for a period of two (2) weeks, except five (5) days for Corrections Health, listing the classification, number of hours, days per week, department, and

shift of the employment position. The County may waive the initial posting period as recognized herein in the event of an emergency where the position may be filled temporarily for the duration of the emergency, or for short periods where a position may be left vacant in preparation for a layoff.

b. The County will fill all vacancies and new positions with first consideration given to qualified County employees over non-employees. The County shall select the most qualified applicant, considering such factors as years of service with the County, as well as clinical experience and educational background relevant to the position. Qualified full-time and part-time employees shall be considered over On-call and Temporary employees. The determination of an applicant's qualifications shall not be arbitrary or capricious.

ARTICLE 14

HOURS OF WORK

1. Normal Work Day.

   a. The regular hours of work each shift shall be consecutive except for interruptions for meal periods.

   b. Employees on a five (5) day per week work schedule shall work eight (8) hours per day excluding the meal period.

   c. Employees on a four (4) day per week work schedule shall work ten (10) hours per day excluding the meal period.

   d. So that the County can more effectively meet the health needs of the community, employees may elect, with the consent of the County, to work other than the regular work day. At the discretion of the County with the concurrence of the employee, longer hours in one (1) day may be offset by corresponding shorter hours in another, provided that all hours worked in excess of forty (40) hours in the work week are compensated in either overtime compensation or compensatory time off.

      Pursuant to the Fair Labor Standards Act, Section 7(j), in Corrections Health, the work period shall be eighty (80) hours over a fourteen (14) consecutive day period.

2. Work Week.

In no case shall the work week be for more than forty (40) hours excluding the meal period. It is

understood by the parties that certain programmatic objectives may require the County to make specific changes in the work week. The days of the work week for full-time employees shall be consecutive unless arrangements for a split work week are requested by the employee and approved by the appointing authority.

3. Meal and Rest Periods.

a. All employees shall be granted a lunch period of not less than thirty (30) minutes during each work shift. Time off for a meal shall be permitted to any employee who is requested to and does work two (2) hours beyond his or her regular quitting time. Whenever practicable, meal periods shall be scheduled in the middle of the shift.

b. An employee, with the approval of the appointing authority, may elect to take a one (1) hour meal period in lieu of the thirty (30) minute meal period set out above, provided, however, that no portion of such extended meal period shall be considered time worked for pay purposes. Adjustments to the starting or quitting time shall be made to accommodate the approved extended meal period, subject to the provisions of "c" below.

c. All full-time employees' work schedules shall provide for a fifteen (15) minute rest period during each half shift. All part-time employees' work schedules shall provide for a fifteen (15) minute rest period during each four (4) hour portion of their shift (if on a four (4) or eight (8) hour per day schedule), or during each five (5) hour portion of their shift (if on a five (5) or ten (10) hour per day schedule).

d. Employees required by their immediate supervisor or designee to remain at their work station or on standby in their assigned facility during their meal and/or rest period, such time shall be considered as time worked.

4. Work Schedules.

Except in an emergency, work schedules shall be posted on all departmental bulletin boards at least two (2) weeks in advance.

5. Weekend Provisions in 24-Hour Facilities.

Employees of 24-hour facilities who are required to work a split work week shall be provided two (2) weekends off in a calendar month. A weekend for purposes of this section shall mean Saturday and Sunday.

If such an employee is required by the County to work on any weekend which results in such employee receiving less than two (2) full weekends off in that calendar month, then such an employee shall receive compensation at the rate of time-and-one-half (1-1/2) his or her rate of pay for all such weekend hours worked.

6. Uniform Time Charging Provisions

a. Rounding Rule

Time charged for all leaves and compensation for time worked under the terms of this Agreement shall be subject to rounding to the nearest quarter of an hour in accordance with the following rules:

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 15: Wages.

(3) Leaves

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

(4) Management and Employee Rights

The right of management to discipline employees for tardiness is not waived by the above rounding provisions, nor shall the above provision be construed as a right for management to extend the end of the working day beyond the normally scheduled ending time.

ARTICLE 15

WAGES

1. Wages.

a. July 1, 1988.

Effective July 1, 1988 employees shall be compensated in accordance with the wage schedule attached to this Agreement as Addendum A, which by this reference is incorporated herein. The parties agree that this wage table results from a general wage increase over and above implementation of a new step system constructed to transition from the prior system as equitably as possible with the addition of an entry step for a graduate CHN (hired without a permanent nursing license pending successful passage of the State Board Examination).

Employees shall remain in the same numbered step in the new system as in the prior system, and each employee's anniversary date shall remain unchanged. Any nurse hired pending permanent licensure examination shall be advanced to Step 1 upon receiving his or her permanent license. Time spent at the temporary licensure step shall count toward the anniversary date for advancement to Step 2.

b. July 1, 1989.

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

(% increase in CPI)		(%)
((National Urban Wage Earners)	=	(increase)
(and Clerical Workers Index -)		(in each)
(March 1988 to March 1989))		(wage rate)

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

The maximum adjustment shall be four and one half percent (4.5%).

c. July 1, 1990

Effective July 1, 1990 the rates and ranges of employees covered by this Agreement shall be increased in accordance with the same formula as in "b" above except the base period shall be March 1989 to March 1990. The minimum adjustment shall be three and one half percent (3.5%). The maximum adjustment shall be five percent (5%).

d. July 1, 1990 - Pay Equity

The parties recognize that the County is beginning a comprehensive compensation and classification study which shall be completed prior to July 1, 1990. Effective July 1, 1990 the County in addition to the pay increase specified in "c" above shall

allocate one percent (1%) of the July 1, 1989 base wage payroll of this bargaining unit before adjustment under the terms of "c" above for the purpose of pay equity increases to the wage rates of the classifications specified in Addendum A. These increases shall be made following consultation with the Association and shall bear a reasonable relationship to the results of the study. In no event shall the June 30, 1989 rates and range of any classification be increased less than two thirds of one percent (.66%) as a result of this provision.

e. Reopener.

In the event that the County's estimated general fund resources in the executive budget for 1989-90 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, due to any passage of property tax limitation measures, the terms of Section "1.b." above shall not be implemented and negotiations will commence on or before April 15, 1989, for substitute terms for Article 15. 1.b.

In the event that the County's estimated general fund resources in the executive budget for 1990-1991 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's

executive budget, due to any passage of property tax limitation measures, the terms of Section "1.c." above shall not be implemented and negotiations will commence on or before April 15, 1990, for substitute terms for Article 15, Section "1.c."

In the event of a reopener, should the parties exhaust all impasse resolution mechanisms provided by law, the terms of Article 6 (No Strike Clause) shall be waived for the duration of any resulting strike or lock out, providing that such labor dispute arises out of and is directed exclusively toward differences between the parties concerning substitute terms for Article 15.1.b or 15.1.c.

2. Shift Differential.

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

a. An hourly premium of seventy-five cents (75¢) for all hours worked on shifts beginning between the hours of twelve (12:00) noon and seven (7:00) p.m., or

b. An hourly premium of one dollar and sixty cents ($1.60) for all hours worked on shifts beginning between the hours of seven (7:00) p.m. and six (6:00) a.m.

3. Work in a Higher Classification.

Whenever an employee must be replaced by another employee(s) for a period of four (4) shifts within a thirty (30) day period and such employee(s) assigned to perform the work is normally assigned to work in a lower classification, that employee(s) will be paid for all shifts worked at the rate assigned to the higher classification in the appropriate step according to the promotional policy, if the employee(s) in fact performs a majority of the principal duties of the higher classification. Provided, further, however, that the amount of payment for acting as temporary supervisor shall be in accordance with existing practice.

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

4. Overtime.

a. Where operational circumstances permit, all overtime shall be by prior approval by the authorized supervisor or assigned designee, or evaluated, if appropriate, and approved later. Unauthorized and inappropriate overtime may result in disciplinary action. When overtime is worked, employees will be compensated at the rate of one and one-half (1.5) times their normal hourly rate of pay for additional time worked as follows:

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

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

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

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

c. Work which is not required by the County, but is performed as part of the flexible hours concept as administered by the Department of Human Services (or its successor) shall not be considered overtime for pay purposes, provided such hours are accrued and utilized during the work week, or during the biweekly work period as provided by the Fair Labor Standards Act, Section 7 (j), in Corrections Health.

d. If consistent with the needs of the County, an employee may elect time off from work in lieu of overtime pay. In such case, the employee shall receive one and one-half (1.5) hours off or two (2) hours off for

each hour of overtime worked, depending upon and determined by the rate at which he or she would otherwise be paid for overtime in accordance with subsection (a) and (b) of this section.

5. Stand-by and Call-Back Pay.

a. Stand-by.

Employees on a regular work schedule who are placed on "stand-by" duty beyond their regularly scheduled work day or work week and are assigned an answering device for stand-by purposes, shall be allowed compensatory time off at the rate of one (1) hour for each eight (8) hour period they are on stand-by status.

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

Work which is performed under this section shall be defined as work performed by an employee who is called back to work after having left the County

facilities. It shall not include work performed immediately prior to or immediately after the regular daily work shift.

b. Call-Back.

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

6. Reporting Pay.

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

7. Reimbursement for Required Use of Personal Automobile.

a. Employees who are required to use their vehicle, as determined by the County, shall be reimbursed at the rate of twenty-two cents (22¢) per mile. Employees shall be assigned a regular reporting site, and if required by the County to report for work at an alternate work site, the employee shall be entitled to mileage

reimbursement, the difference in mileage to and from their regular work site and the alternate work site, if reporting directly from home to the alternate work site is a further distance.

b. To qualify for the thirty-five dollars ($35.00) mileage base reimbursement employees must be required by the County, as a condition of their current job assignment, to have a vehicle available daily. They must routinely report to more than one site in a day and/or be required to make field visits. The thirty-five dollars ($35.00) per month base reimbursement shall be for vehicle maintenance and insurance allowance.

It is further understood and agreed that employee(s) must be in active pay status to qualify and receive mileage base reimbursement. All other employees that use their own vehicles shall be reimbursed twenty-two cents (22¢) per mile only, pursuant to Section 7. a. above.

8. Parking.

a. For those employees required to use their vehicle, determined by the County, as a condition of employment and whose permanent reporting station is the J.K. Gill Building and MCDC, parking shall be provided for each employee by the County within a reasonable distance of that location. The number of parking spaces for which the County is obligated shall not exceed thirty-one (31)

at the time of the execution of this Agreement. In addition, the County agrees to meet with the Building Security Sergeant and the Association to coordinate means whereby a nurse assigned to a downtown jail facility during night operation may upon request be escorted to his or her parking place.

b. Employees on required assignment who are unable to find parking as provided for in item "a" above shall be reimbursed for any parking fees incurred in the course of business. The County agrees to establish a procedure in cooperation with ONA for reimbursement of such fees. Field Community Health Nurses who are regularly assigned to the Southwest/Northwest area of the City with metered streets, shall be compensated an additional ten dollars ($10.00) per month above the regular mileage reimbursement base.

9. Pay Upon Promotion.

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

10. Pay Upon Entry.

An employee may be credited for past work experience, clinical expertise, or advanced education, and

hired at a wage higher than step one (1) in the job classification upon request by the appointing authority with approval of the Director of Employee Relations.

11. Nurse Practitioner Certification.

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

12. Lead Assignments.

a. Definition.

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

b. Compensation.

When a nurse is assigned by an appropriate supervisor and performs Lead Nurse duties five (5) or more consecutive work days, he or she or she shall receive a differential of five percent (5%) of his or her assigned rate beginning from the first day of such assignment.

13. Retirement.

a. PERS MEMBERSHIP.

Employees shall be eligible for participation in the Public Employee's Retirement System (PERS) pursuant to ORS 237 and subject to the terms and conditions of the Agreement, dated February 1, 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.

b. PERS Pick-up.

The County shall "pick-up" the employee contribution to PERS as permitted by Senate Bill 179, Chapter 373, Oregon Session Laws of 1981 (6%).

c. In-Lieu-of Retirement.

Each such permanent employee who elected not to participate in PERS at the time of integration shall be compensated an additional six percent (6%) based on their base rate and shall continue to receive from the County the amount of six and four/tenths percent (6.4%) of gross bi-weekly salary in lieu of employer retirement contributions. It is specifically

intended that this in lieu of retirement contribution payment be used to build an investment/savings program for post-retirement use.

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

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

14. Corrections Health Nursing Premiums.

Each employee assigned to one of the correctional facilities shall be paid an hourly premium as follows:

Licensed Community Practical Nurse	44¢
Community Health Nurse	58¢
Nurse Practitioner	72¢

These premium amounts shall be increased in a percentage amount equal to any subsequent general wage increase during the term of the Agreement.

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

a. Knowing Receipt of Over-Payment.

Any employee knowingly receiving unauthorized payments, or payments in error due to clerical, technical, or computer error, has the obligation to call such payments to the attention of his supervisor. Failure to do so may result in disciplinary action. Any such knowing receipt of unauthorized payments or payments in error are fully recoverable.

b. Unknowing Receipt of Over-Payment.

Any unknowing receipt of unauthorized payments or payments in error due to clerical, technical, or computer error, are fully recoverable if the County presents the employee with a demand for repayment within sixty (60) days of the date of the error.

c. Repayment.

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

ARTICLE 16

PERFORMANCE EVALUATION TRANSITION

1. Transition from Article 16 of Predecessor Agreement.

Effective July 1, 1988 all terms of Article 16 of the predecessor agreement shall be terminated and compensation for each wage step shall be solely in accordance with Article 15, Addendum A, and Subsection 2 below. The County will consult with the Association in the development of a new evaluation instrument. For this purpose, a Performance Evaluation Committee will be constituted composed of three County and three Association members. The committee will meet at least twice a month for four (4) hours per meeting for a three (3) month period.

Any substitute evaluation system will minimally include:

- Clinical observations of the employee;
- That clinical observations related to professional nursing practice shall be performed by a registered nurse; and
- That a performance conference shall occur annually.

Prior to implementation of the new evaluation system, the bargaining teams will reconvene to hear comments from both teams.

2. Appeals and Relationship to Salary

a. Transition

During the transition in which a new performance evaluation instrument is being developed, step increases shall be granted automatically upon each employee's anniversary date. Employees will be evaluated with the current evaluation tool with the elimination of scoring boxes and the addition of a summary by the evaluating supervisor. Interim evaluations will be subject to the same minimum standards as defined in Section 1, paragraph 2 above.

b. Implementation of the New Plan

Any new evaluation instrument shall provide for the right of written employee response to the content of the evaluation. Once the new evaluation instrument is implemented, step increases will be granted only upon a determination by the County that the employee's overall performance is satisfactory. Any employee who is denied a step increase may appeal the reasonableness of such a denial in accordance with Article 19 of this Agreement.

ARTICLE 17

EMPLOYMENT STATUS

1. Extension of Probationary Period.

An employee's probationary period may be extended by written agreement of the appointing authority, the Association and the affected employee.

2. Resignations.

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

3. Other Terminations.

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

4. Termination Interviews.

Upon termination of employment, full-time and part-time nurses shall be granted an interview with the appointing authority if the employee so desires and requests.

ARTICLE 18

DISCIPLINARY ACTION

1. Employees may be subject to disciplinary action by oral or written reprimand, demotion, reduction in pay, suspension, or dismissal, or any combination thereof; provided, however, that such action shall take effect only after the appointing authority gives telephonic or written notice to the Association and Grievance Committee. This notice provision shall not apply to oral or written reprimands.

2. Any permanent, non-probationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to appeal the action solely and exclusively through the Grievance Procedure. The Association may submit such grievance at Step II or Step III of the grievance procedure. The standard of review of disciplinary actions appealed under this sub-section shall be the "in good faith for cause" standard.

3. Any non-probationary employee who is given a written or oral reprimand may utilize the first two (2) steps of the grievance procedure (in succession) in order to appeal and solicit modification or withdrawal of the action taken. Any employee who is given a written

reprimand shall have the right to have his or her written and dated response placed in his or her personnel file. Any employee may request and have removed from his or her personnel file any written reprimand and/or reference to oral reprimand and any response by the employee which is more than two (2) years old; provided, that no subsequent disciplinary action has been taken (within the two (2) years prior to the date of the request) for reoccurrence of the same or similar problem(s) giving rise to the original reprimand.

4. If the County has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

5. Any employee found to be suspended or discharged without cause shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment, unless otherwise provided by the reinstatement order.

ARTICLE 19

SETTLEMENT OF DISPUTES

1. Grievance Procedure.

Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

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

Step II: If the grievance has not been answered or resolved, it may be presented in writing by the employee or his or her representative to the

department head within fourteen (14) calendar days after the response is due from the supervisor. The department head shall respond to the employee or his or her representative, in writing, within seven (7) calendar days.

Step III: If the grievance has not been answered or resolved at Step II, it may be presented, in writing, by the grievant or representative to the County Chair, or his or her designee(s), within fourteen (14) calendar days after the response of the department head is due. The County Chair, or his or her designee(s), shall respond in writing to the grievant or representative within seven (7) calendar days.

County Grievances: When the County has a grievance, it may be presented in writing to the Association through the County Chair or his or her representative. The parties will each then promptly appoint two (2) persons to serve as a Board of Adjustment to consider the grievance of the County and resolve the dispute. If the Board of Adjustment is unable to resolve the dispute within fourteen (14) calendar days of the notification to the Association, then the County may request arbitration under Step V of this Grievance Procedure, by written notice to the other party. This procedure for County grievances is not exclusive and the County expressly retains the right to alternately proceed with any other action, including court proceedings, it may deem in its discretion to be advisable or warranted.

Step IV: If the grievance has not been answered or resolved at Step III, either party may, within fourteen (14) calendar days after the expiration of time limit specified in Step III, request arbitration by written notice to the other party.

Step V: Arbitration. After the grievance has been submitted to arbitration, the parties, or their representatives, shall jointly request the Federal Mediation and Conciliation Service for a list of the names of seven (7) arbitrators. The parties shall select an arbitrator from the list

by mutual agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names(s); the order of striking to be determined by lot. One (1) day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.

The parties agree that no less than five (5) days prior to any scheduled arbitration hearing they will mutually exchange copies of all exhibits intended to be offered at the hearing, except the work product of any attorney or authorized representative involved.

The arbitrator shall be requested to begin taking evidence and testimony within twenty-five (25) days after submission of the request for arbitration; and he or she shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The parties hereby vest the arbitrator with authority to compel the attendance of witnesses on behalf of either party by issuance of a subpoena, the cost of which shall be borne by the party requesting the subpoena.

The arbitrator's decision shall be final and binding, but he or she shall have no power to alter, modify, amend, add to, or detract from the terms of the Contract. His or her decision shall be within the scope and terms of the Contract and in writing. Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior to the date the grievance was first filed with the supervisor, and it shall state the effective date of the award.

Expenses for the arbitration shall be borne by the losing party. The "losing party" shall be designated by the arbitrator but shall be one or the other of the two parties to the arbitration. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be

made, on the condition that it pays for the record and makes copies available without charge to the other party and the arbitrator.

Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. A grievance may be terminated at any time upon receipt of a signed statement from the aggrieved party that the matter has been resolved.

2. Processing Grievances.

Grievance Committee members may investigate and process grievances during working hours, within reasonable limits, without loss of pay, and all efforts shall be made to avoid disruptions and interruption of work. The Association shall provide the County's Office of Labor Relations (or its successor) with a current listing of all Grievance Committee members. The Association shall provide updates of this list as changes occur.

3. County-Association Meetings.

The County Chair, or his or her representative(s), shall meet at mutually convenient times with the Association committee. All such meetings shall be held during normal working hours on County premises without loss of pay and the parties will so schedule such meetings as far as practical to avoid disruptions and interruption of work. The Association committee shall consist of not more than three (3) members selected by the Association.

ARTICLE 19

ARTICLE 20

GENERAL PROVISIONS

1. No Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, political affiliation, or physical and mental handicap unless there are bona fide job-related reasons. The Association shall share equally with the County the responsibility for applying the provisions of the Agreement.

The County and the Association agree not to interfere with the rights of employees to become members or refrain from becoming members of the Association. The County and the Association further agree that there shall be no discrimination against any employee as a result of an employee's membership status or activity in the Association, provided, that such activity does not interfere with the effectiveness or efficiency of County operations.

2. Bulletin Boards.

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

3. Visits by Association Representatives.

The County agrees that accredited representatives of the Oregon Nurses Association, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct Association business. The Association agrees that such visits will cause no disruptions or interruptions of work. The County will make a meeting area available with prior notice.

4. Rules.

The County agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided a copy of the rules at the time of hire.

5. Changes in Existing Conditions.

The County will solicit and be receptive to the input of the Association regarding any changes in working conditions proposed by the County, and any such changes shall not be made for arbitrary or capricious reasons.

6. Supremacy of Contract.

To the extent allowable by law, whenever a conflict arises between this Agreement and Multnomah County Code 3.10 or its successor, this agreement shall prevail.

7. Definitions.

By this reference, the definitions contained in Addendum C are made a part of this Agreement.

8. Contract Orientation and Distribution.

a. Within thirty (30) days of the signing date of this Agreement, the County will supply the Association with sufficient copies of the Agreement for distribution to all members of the bargaining unit.

b. As a part of a new employee's orientation, he or she shall be provided with a copy of the Agreement and names of bargaining unit representatives.

9. Safety Inspection.

As the County Chair's designee, the County Employee Services Director, or a member of the Employee

Services Division staff designated by him or her, shall no less than annually visit and inspect all facilities within the Division of Corrections to which nurses are assigned, for the purpose of identifying and attempting to remedy conditions which may jeopardize the safety of nursing staff.

10. Corrections Meal Practice.

The County shall provide a mid-shift meal for all nurses assigned to correctional institutions in accordance with the practice now in effect at Multnomah County Detention Center.

11. Professional Nursing Care Committee

a. Professional Nursing Forum (PNF):

The County continues to recognize the importance of utilizing the professional expertise of the bargaining unit nurses, including development of their professional and leadership skills. To meet these goals, and the goal of better patient care, the County shall continue to support a Professional Nursing Forum (PNF).

The Nursing Forum meetings shall be scheduled monthly and bargaining unit nurses may attend without loss of pay. Within budgetary limits, the County shall make every effort to allow bargaining unit nurses to regularly attend Forum and Forum Committee meetings.

b. Professional Nursing Care Committee:

The Professional Nursing Care Committee (PNCC) shall consist of one Field Nurse and one Clinic Nurse each chosen from the PNF, and one Nurse Practitioner chosen from and by the Bargaining Unit.

The PNCC shall meet at least quarterly with the Department Director and two other top managers of their choice. The PNCC and management shall review the function of Forum and other issues of concern related to patient care, delivery of service, educational programs, and other problems related to professional nursing care.

c. Terms: Terms of office for the PNF shall be for no more than two years and for the PNCC shall be for no more than one year. Each September, the Bargaining Unit Chairperson shall inform the Health Services Division Director of the names of the nurses elected for the following year. Replacements shall be elected in a timely fashion to fill out the unexpired term.

12. Contract Work.

a. Unless mutually agreed, the County will not contract out or subcontract any work now performed by employees covered by this Agreement when such would result in layoff of any bargaining unit employee(s) and the County is unable to find suitable or comparable alternate employment for the employee(s). However, this provision shall not apply to contracting out or sub-contracting work when such was anticipated and considered as a part of the budgeting process and when the Association Representative has been notified of the specific plan and its probable impact at least thirty (30) days prior to adoption of the annual executive budget or formal Board consideration of budget modifications.

b. The County agrees to meet with the Association to discuss the effect of proposed contracting out or sub-contracting prior to the presentation of the proposal to the County Chair or Board for formal action.

c. The County further agrees to meet with the Association at its request, to explore the alternative of work force reduction by attrition.

13. Loss of Personal Property.

An employee who suffers loss of personal property arising out of the performance of his or her duties and who has his or her claim for reimbursement denied by the County, may submit such claim to the Director of Employee Services or his or her designee(s) for review at the next County-Association meeting. In no event will payment be made when the employee's loss is recoverable through any insurance claim available to the employee. Approval of claims shall be subject to agreement by both the Association and the County.

ARTICLE 21

SAVINGS CLAUSE AND FUNDING

1. Savings Clause.

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

2. Funding.

The parties recognize that revenue needed to fund the wages, benefits, and budget-related existing conditions provided by the Agreement must be approved annually by established budget procedures. All such wages, benefits, and budget-related existing conditions are, therefore, contingent upon sources of revenue and

annual budget approval. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget request pursuant to established budget procedures. This Section 2 and County action hereunder shall not be subject to the Resolution of Disputes Procedures hereinbefore set out.

ARTICLE 22

ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by the rules and regulations of the Employee Services Division, and by Multnomah County Code 3.10 or its successor. The County and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such

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

Nothing in this Article shall preclude:

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

2. The Association and the County Chair, or his or her designee(s) for labor relations from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration, or

3. The Association of County from requesting a County Association meeting to discuss matters related to terms and conditions of employment.

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ARTICLE 23

TERMINATION

This Agreement shall be effective as of the 1st day of July, 1988, and shall remain in full force and effect through the 30th day of June, 1991, and shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than April 1, 1991, or ninety days (90) prior to any subsequent anniversary date that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 8th day of September, 1988.

OREGON NURSES ASSOCIATION

BY James E. McDonald

BY Rachel Hayes

BY Jeanne Odeen-Jemerson

BY Jerry Jones

BY Gayle F Burrow

BY _____

MULTNOMAH COUNTY, OREGON
BOARD OF COMMISSIONERS

BY Gladys McCoy
County Chair

BY Gretchen Kafoury
Commissioner

BY Pauline Anderson
Commissioner

BY Polly Casterline
Commissioner

BY Caroline Miller
Commissioner

NEGOTIATED BY:

Kenneth Upton
Labor Relations Manager
Labor Relations Section
Multnomah County, Oregon

James R. Bailey
Labor Relations Representative
Oregon Nurses Association

APPROVED AS TO FORM:

Laurence Kressel
County Counsel
Multnomah County, Oregon

ADDENDUM A

SALARY SCHEDULE FOR ONA BARGAINING UNIT

Effective July 1, 1988, the following wage rates shall apply for the steps indicated.

CLASSIFICATION	1	2	3	4	5	6	7	8	9
LICENSED COMMUNITY PRACTICAL NURSE	8.24	8.57	8.91	9.27	9.64	10.02	10.42	10.85	11.28
COMMUNITY HEALTH* NURSE	11.73	12.21	12.69	13.19	13.72	14.27	14.83	15.42	16.04
NURSE PRACTITIONER	14.54	15.04	15.51	15.97	16.72	17.18	17.69	18.22	18.77

* Any graduate nurse hired with a temporary license shall be paid at a special Temporary License Step of $11.39 per hour for a maximum of six (6) months.

ADDENDUM B

MULTNOMAH COUNTY, OREGON

Employee Organization Membership Dues

Payroll Deduction Authorization Plan

I, _____, having voluntarily elected to become a member of _____, do hereby authorize Multnomah County as my employer to deduct from my accrued earnings the monthly Association membership dues as certified by the Executive Director of the Oregon Nurses Association.

This deduction shall be made only if my accrued earnings are sufficient to cover the above amount after all other authorized payroll deductions have been made.

I agree to indemnify, defend and hold the County harmless against any claims made or suits instituted against Multnomah County as a result of this authorization.

I understand that I may withdraw this authorization at such time as I terminate my membership in the above indicated employee organization or desire to make other payment arrangements directly with the employee organization involved.

Signed:_____ Date:_____
Name of Employee Month Day Year

Name of Employee Organization:_____

ADDENDUM C

DEFINITIONS

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

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

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

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

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.

Managerial employee. Means a person who formulates policy or has a major role in the administration of policy; provided, that such role is not of a routine or clerical nature and requires the exercise of independent judgment.

On-Call employee. An individual hired to perform sick, vacation or variable load relief work on a sporadic basis when, in the County's judgment, no other form of appointment is practicable.

Part-time employee. An employee regularly scheduled to work less than thirty-two (32) hours per week but twenty (20) or more hours per week on a regular scheudule.

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

Probationary employee. A permanent employee serving a six (6) month period of trial service to determine his or her suitability for continued employment,

such period to begin on the date of his or her appointment from a list certified by the Employee Services Division. During the period of probation, the employee may be dismissed without recourse to the grievance procedure if in the opinion of his or her supervisor his continued service would not be in the best interest of the County. A dismissed probationer shall be afforded upon request an opportunity to discuss his or her dismissal with the Director of Community Health Division or his or her designee(s).

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

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

ADDENDUM C

ADDENDUM D
SENIORITY & LAYOFF

Scope

The following rules and procedures apply to all employees who have classified status, except that nothing contained in these rules and procedures shall supersede provisions of existing collective bargaining agreements.

Definitions

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.

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

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

b. For purposes of determining length of service prior to July 1, 1975, an interruption of employment of fourteen 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 Employee Services Director.

c. 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.

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.

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

Equivalent Classifications: Refers to matching by the Employee Services Division of an abolished classification with a current classification that has substantially the same duties, authority and responsibility.

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.

Seniority

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

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. Score on the last performance evaluation awarded under a system developed in accordance with Ordinance 89; if no system exists, then score on original entrance examination.

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

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

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

c. Time on authorized leave taken with pay will count.

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

e. Time spent on limited duration, temporary, provisional or unclassified appointment will not count.

f. Time spent on layoff will not count.

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

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

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

j. Time spent on probationary period that is not completed will count toward the previous class, if any.

k. 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.

l. 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.

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.

Within a classification and department, limited duration, probationary, provisional 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.

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

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

d. 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.

e. No employee shall have any rights over another employee working under permanent appointment in another department except under the following conditions, and only for employees covered by Local 88 AFSCME:

1. The employee has exercised his or her seniority completely within his or her own department and is subject to layoff and

2. The employee has a minimum of four years of continuous County service.

Employees that meet the above conditions shall be placed in seniority order on an inter-departmental bumping list for the classification in which they have exhausted their intra-departmental bumping rights. The most senior employee on this list shall transfer to a vacancy or bump the least senior employee with lesser seniority in the County, regardless of department.

ADDENDUM D

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

g. When options are available, filling a vacant position will take precedence over bumping another employee. Where bumping is necessary, the least senior employee will be bumped.

   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 head will designate the appropriate vacancy among those in the other divisions within the department; if none are available, and the employee is qualified for the inter-departmental bumping list, then

   4. The County Chair will designate the appropriate vacancy among those in other departments.

h. Employees who do not qualify for the inter-departmental bumping list may transfer to a vacancy in another department under the provisions of the Transfer section.

Layoff List

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 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.

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.

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) in the promotional line.

Employees who accept lateral transfer 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.

Employees are entitled to have their names remain on a layoff list for eighteen 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:

a. Upon written receipt of the employee; or

b. Upon election to take retirement status; or

c. Upon acceptance of reappointment; or

d. Upon declining an offer of reappointment; or

e. 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.

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:

a. 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 Appointing Authority 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.

b. Failure to select an employee, except as provided above, will be deemed a dismissal for cause and will be reviewed and processed according to the rules for dismissal.

Effect on Employees

Vacation leave: Non-Exempt employees who are laid off will be paid for unused vacation leave at their regular rate of pay, provided they have completed at least twelve months of service. Upon reappointment employees will continue to accrue vacation at their current rate.

Annual Leave: Exempt employees who are laid off will be paid for any unused annual leave and vacation leave at their regular rate of pay. Upon appointment, employees will be credited with annual leave entitlement based on length of County service.

ADDENDUM D

Sick Leave: Non-Exempt employees who are laid off will retain their accrued sick leave during the time they are on the layoff list; accrued sick leave will become available for use upon reappointment.

Salary Continuation: Exempt employees who are laid off receive no compensation for unused salary continuation entitlement. Upon reappointment, employees will be credited with salary continuation entitlement based on length of County service.

Insurance: County-paid insurance is discontinued after thirty days. Upon reappointment, County-paid insurance coverage resumes on the first day of the month following return, upon reapplication by the employee.

Seniority: Laid off employees retain, but do not continue to accrue, seniority during layoff. Seniority is lost when the term of eligibility for reappointment expires.

Salary Administration: 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 employee shall receive an increase in pay. The employee's anniversary date for salary increases will be the date of demotion. Demotional appointments to exempt positions will follow the rules for other exempt appointments.

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 employee shall be reduced in pay. The anniversary date of a reappointed non-exempt employee will be adjusted so that the time spent on lay-off or in a lower level classification will not count.

Reappointments of exempt employees will follow the rules for other exempt appointments.

ADDENDUM D

MULTNOMAH COUNTY OREGON

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

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

(503) 248-3300

OFFICE OF THE DIRECTOR	(503) 248-3303
PLANNING AND BUDGET	(503) 248-3883
COUNTY COUNSEL	(503) 248-3138
EMPLOYEE SERVICES	(503) 248-5015
FINANCE	(503) 248-3312
LABOR RELATIONS	(503) 248-5135

M E M O R A N D U M

TO: Lloyd Williams, Director
Employee Services Division

FROM: Ken Upton, Labor Relations Manager

DATE: September 7, 1988

SUBJECT: Minimum Requirement - Community Health Nurse

At the September 6 Board meeting, Commissioner Kafoury reiterated her concern regarding the minimum qualification for the classification of Community Health Nurse. I indicated to her that this requirement was not in the labor contract and that, pursuant to a discussion with the Board, ONA had been informed of an alternative to the B.A. requirement which had been agreed upon between Billi Odegaard and yourself. I use the word "informed", because I made it very clear to ONA that the County does not deem minimum qualifications to be a mandatory subject of bargaining. I felt at the time, however, that the Association should be made aware of the change, since ONA views the B.A. requirement as connected with the professionalism of nursing.

While no formal action was taken at the September 6 meeting, my sense of the Board on this matter would indicate a need to:

1. Ensure that the alternative to the B.A. agreed upon between yourself and the Community Health Division be incorporated in job announcements, an action which I believe is now in process.

2. Include the question of minimum qualification as part of the Class and Comp Study.

You may wish to follow up on this piece by a phone call to Gretchen or Margaret Bax.

3149F/KU/kd

cc: BCC
Susan Daniell
Billi Odegaard

File: ONA Contract Administration

MULTNOMAH COUNTY OREGON

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

DEPARTMENT OF GENERAL SERVICES
PORTLAND BUILDING
1120 SW FIFTH, 14TH FLOOR
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FINANCE	(503) 248-3312
LABOR RELATIONS	(503) 248-5135

M E M O R A N D U M

TO: Board of County Commissioners

FROM: Kenneth Upton, Labor Relations Manager

DATE: September 2, 1988

SUBJECT: Ratification of Nurses, Electricians, Operating Engineers and Painters Contracts

Due to the ratification and proofing schedules of the involved units, the above cited contracts are before the Board one week subsequent to Local 88. In all instances the cited contracts are in accordance with Board specified parameters:

1. Crafts (Electricians, Painters, Operating Engineers

   These units have "me too" provisions with Local 88, which result in the following:

July 1, 1988	3.2%
July 1, 1989	• CPI Formula Minimum 2% Maximum 4.5% • "Me too" if Local 88 gets a higher increase.
July 1, 1990	Same CPI Formula and "Me too" provision as July 1, 1989.

There are no changes in the Craft medical program.

2. Nurses

July 1, 1989	• A total restructuring of the current step and bonus structure. The cost of .43% is to be borne by Community Health Division.

	• 3% increase on the above structure.
July 1, 1990	• CPI Formula Minimum 3% Maximum 4.5%
July 1, 1991	• CPI Formula Minimum 3.5% Maximum 5%
	• 1% for Pay Equity, subject to certain restrictions.
Medical Program	• The Blue Cross medical program for this bargaining unit is to be totally restructured but in an essentially revenue neutral manner. Details are contained in a prior memorandum.

If you have any questions regarding the above, please call.

3125F/KU/js

cc: Linda Alexander
Billi Odegaard
Craig Caulkins
Wayne George

9/6/88
R-4,5,6,7

CONTRACTS FOR BOARD APPROVAL
SEPTEMBER 8, 1988

Agenda Placement Titles

1988-91 Collective Bargaining Agreement
between Multnomah County and the Oregon Nurses Association

1988-91 Collective Bargaining Agreement
between Multnomah County and the International Brotherhood of Electrical Workers Local 48, AFL-CIO

1988-91 Collective Bargaining Agreement
between Multnomah County and the Brotherhood of Painters and Allied Trades of American Painter District Council 55

1988-91 Collective Bargaining Agreement
between Multnomah County and the International Union of Operating Engineers Local 87, AFL-CIO

3098F/EU/kd

BOARD OF
COUNTY COMMISSIONERS
1988 SEP -1 PM 12:12
MULTNOMAH COUNTY
OREGON

83/5161

MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

September 8, 1988

Ms. Linda Alexander, Director
Department of General Services
1120 SW Fifth
Portland, OR

Dear Ms. Alexander:

Be it remembered, that at a meeting of the Board of County Commissioners held September 8, 1988, the following action was taken:

In the matter of the Ratification of the Collec-)
tive Bargaining Agreement with the International)
Brotherhood of Electrical Workers Local [84] 48)
AFL-CIO, for period July 1, 1988 to June 30, 1991) R-5

Following discussion, it was determined that the Local is 48 rather than 84, and Ken Upton, Employee Relations agreed to have the typing error corrected.

The above-entitled matter having come before the Board and full consideration having been given thereto, upon motion of Commissioner Miller, duly seconded by Commissioner Casterline, it is unanimously

> ORDERED that Multnomah County, Oregon enter into the above-entitled Agreement tendered to and before the Board this date, and that the Board of County Commissioners be and they are hereby authorized and directed to enter into said Agreement for and on behalf of Multnomah County, Oregon.

Commissioner McCoy commended Employee Relations staff for obtaining three year contracts for all the above agreements, and stated that now there will be time for staff to devote to issues other than negotiation.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Labor Relations

AN EQUAL OPPORTUNITY EMPLOYER

DATE SUBMITTED September 1, 1988

(For Clerk's Use)
Meeting Date 9-8-88
Agenda No. R-5

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Local 48 (Electrical Workers) Collective Bargaining Agreement

Informal Only* _____ (Date)

Formal Only September 8, 1988 (Date)

DEPARTMENT General Services DIVISION Labor Relations

CONTACT Kenneth Upton TELEPHONE 248-5015

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Kenneth Upton

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

Request approval of the 1988-1991 collective bargaining agreement with Local 48, AFL-CIO.

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

ACTION REQUESTED:

[ ] INFORMATION ONLY [ ] PRELIMINARY APPROVAL [ ] POLICY DIRECTION [XX] RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 20 minutes

IMPACT:

XX PERSONNEL

[XX] FISCAL/BUDGETARY

[ ] General Fund

Other _____

BOARD OF COUNTY COMMISSIONERS
1988 SEP -2 AM 9:43
MULTNOMAH COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Linda Alexander

BUDGET / PERSONNEL David C. Warren

COUNTY COUNSEL (Ordinances, Resolution, Agreements, Contracts)

OTHER Kenneth Upton, Labor Relations Manager
(Purchasing, Facilities Management, etc.)

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

1988 - 1991

AGREEMENT

BETWEEN

MULTNOMAH COUNTY, OREGON

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 48, AFL-CIO

Labor Relations Section
1120 S.W. Fifth, Suite 1430
Portland, OR 97204-1976

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A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 48, AFL-CIO

ARTICLE 1

PREAMBLE

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

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

The parties agree as follows:

ARTICLE 2

DEFINITIONS

1. Cause.

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

2. Continuous Service.

Means uninterrupted employment with Multnomah County subject to the following provisions:

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

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

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

3. Supervisory Employee.

Any individual having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or having responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection therewith. The exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

4. Permanent Employee.

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

5. Probationary Employee.

A period of six (6) months following initial appointment during which the employer may determine

employee competency in the position to which appointed. The final date of the probationary period may be extended upon the written mutual agreement of the County, the affected employee and the Union. Such extension shall not exceed six (6) months beyond the end of the regular probationary period.

6. Temporary Employee.

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

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

ARTICLE 3

RECOGNITION

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

Specifically excluded from the bargaining unit are temporary employees.

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

ARTICLE 4

MANAGEMENT RIGHTS

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

ARTICLE 5

UNION SECURITY AND CHECK OFF

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

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

a. 0.4615 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

b. 0.4615 of the current monthly service fee, in lieu of dues, from any employee who is a member of the bargaining unit and who has not joined the Union within thirty (30) days of becoming an employee. This service fee shall be segregated by the Union and used on a pro-rata basis solely to defray the cost of its services in negotiating and administering this contract.

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

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

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

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

ARTICLE 5

ARTICLE 6

NO STRIKE

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

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

ARTICLE 6

ARTICLE 7

HOLIDAYS

1. Holidays.

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

- 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 and private sectors plus:
- New Year's Day (January 1st)
- Dr. Rev. Martin Luther King Jr.'s Birthday (3rd Monday in January)
- Washington's Birthday (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans' Day (November 11th or date of County observance)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th)
- Four (4) hours on either Christmas Eve or New Year's Eve at the discretion of the employee with the consent of employee's supervisor, provided that if the supervisor determines that holiday usage on either date is impracticable, the employee shall be credited with four (4) hours of Personal Holiday.
- 2 Personal Holidays
  After six (6) months of employment Personal Holidays may be used and shall be two (2) days off per year available at the discretion of the employee with the consent of his or her employer. Personal Holiday time will be charged in accordance with the uniform time charging provision of Article 14. In all cases, Personal Holidays must be taken by the end of each fiscal year (June 30th).

2. Holiday Observance.

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

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

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

3. Holiday Pay.

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

4. Holiday During Leave.

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

5. Holiday Work.

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

ARTICLE 8

VACATION LEAVE

1. Accrual.

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

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

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

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

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

2. Vacation Times.

Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the County and requirement for vacation relief, employees shall have the right to determine vacation times, but in any case, vacation times shall be selected on the basis of seniority; however, each employee will be permitted to exercise his or her right of seniority only once. Sign up for vacation shall be in weekly increments. Used vacation shall be charged in accordance with the uniform time charging provisions of Article 14.

3. Termination or Death.

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

ARTICLE 9

SICK LEAVE

1. Accrual.

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

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

2. Incentive Conversion.

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

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

3. Bereavement Leave.

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

4. Reporting of Sick Leave.

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

5. Disability Insurance.

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

ARTICLE 10

OTHER LEAVES

1. Leave of Absence.

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

Employees who have been granted leave of absence and who for any reason fail to return to work at the expiration of said leave of absence shall be considered as having resigned their positions with the County, and their positions shall thereupon be declared vacated, except and unless the employees prior to the expiration of their leave of absence have made application for and have been granted extension of said leaves or have furnished evidence that they are unable to return to work by reason of sickness or physical disability.

2. Jury Duty.

Employees shall be granted leave with full pay in lieu of jury fees any time they are required

to report for jury duty. Any payment received from the court as jury fees shall be returned to the County promptly upon receipt. If employees are excused or dismissed prior to noon, they shall report for work.

3. Voting Time.

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

4. Union Business.

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the County shall, at the written request of the Union, be recommended in accordance with the leave provisions set forth in Multnomah County Code 3.10.260 or its successor for a leave of absence exceeding thirty (30) days. Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union.

5. Educational Leave.

After completing one (1) year of service, employees upon request may be granted leaves of absence without pay for educational purposes at an accredited school when it is related to their employment. The period

of such leave of absence shall not exceed one (1) year, but it may be renewed or extended upon the request of the employee when necessary.

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

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

6. Military Leave.

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

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

7. Reimbursement.

The County will reimburse an employee for the cost of tuition for any course of study taken on the employee's own time which, in the County's judgment, is related to the employee's position and will result in improved performance, subject to the County's budgetary limitations and priorities. Employees shall apply for approval of the request for reimbursement at least five (5) days prior to the proposed enrollment. If approved prior to enrollment, the County will make reimbursement within thirty (30) days after proof of satisfactory completion of the course.

ARTICLE 11

HEALTH AND WELFARE

1. Medical-Hospital.

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

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

Coverage shall include employees and their immediate families, i.e., wife/husband and eligible dependent children.

2. Dental Plan.

The County agrees to contribute monthly on behalf of each eligible employee the monthly premium for the group dental service program offered by a certified Health Maintenance Organization, or to provide at no cost to the employee a plan of benefits comparable to dental benefits currently enjoyed by eligible employees.

It is expressly understood by all parties that benefit levels currently provided by carriers shall be maintained, and any modification to current benefit levels or components therein must be mutually agreed upon by all parties before implementing. Coverage shall include the employees and their immediate families i.e., wife/husband and eligible dependent children.

3. Eligible Employees

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

4. Retirees.

Persons who retire from Multnomah County employment at age 60 or after with ten (10) years of County employment, but before they are eligible for Medicare, shall be carried by the County on the group medical-hospital plan until such time as the person is eligible for Medicare, subject to the limitations of Sections 1 and 5 of this Article. Retired employees shall be provided the option of continuing these coverages on a self-pay basis on the first day of the month following their 65th birthdays.

5. 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) for each employee. Upon retirement, employees with fifteen (15) or more years of service will be provided with two thousand dollars ($2,000) coverage. Employees shall designate their beneficiaries.

6. Health and Welfare Labor/Management Consortium.

The County and Union jointly agree to maintain a health and welfare committee/consortium to review, explore and advise bargaining unit members in respect to fringe benefits and cost effective use of those benefits.

The County and Union will work together with the County's professional benefits consultant to maintain and further develop a state of the art health and welfare program that meets the needs of bargaining unit members, with emphasis on cost efficiency, effectiveness and cost containment in relationship to revenues allocated for fringe benefits.

The County shall have exclusive right in determining whether or not increases to present level of benefits are within budget constraints and priorities.

ARTICLE 12

PENSIONS

1. PERS.

The County shall continue to participate in the Oregon Public Employees Retirement System (PERS) pursuant to the Intergovernmental Integration Agreement between the County and PERS, dated January 22, 1982.

2. Pick-Up.

The County shall continue to "pick-up" the required employee contributions as provided in ORS 237.075.

3. Sick Leave in Application to Final Average Salary

In accordance with the terms of ORS 237.153 one half of the value of accumulated sick leave with pay will be applied to final average salary for the purpose of pension benefit determination.

ARTICLE 13

WORKERS' COMPENSATION AND SUPPLEMENTAL BENEFITS

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

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

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

a. Supplemental benefits shall only be payable for those days compensable under Workers' Compensation Law as time loss on an approved claim.

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.

Supplemental benefits shall only be payable for those days compensable under Workers' Compensation Law as time loss on an approved claim. For employees with approved claims, supplemental benefits shall be paid for

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

4. If a 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.

ARTICLE 13

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.

ARTICLE 14

HOURS OF WORK

1. Work Day.

a. The regular hours of work each shift shall be consecutive except for interruptions for meal periods.

b. Employees on a five (5) day per week work schedule shall work eight (8) hours per day excluding the meal period. (Winter Schedule)

c. Employees on a four (4) day per week work schedule shall work ten (10) hours per day excluding meal period. (Summer Schedule)

2. Work Week.

a. Regular.

Regular work week shall consist of consecutive days, Monday through Friday, of the same number of consecutive hours per day with consecutive days off. In no case shall the work week be for more than forty (40) hours excluding the meal period.

b. Continuous Operations.

Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is

regularly scheduled work for twenty-four (24) hours a day, seven (7) days a week. The work week for employees engaged in continuous operations shall consist of five (5) consecutive days, with two (2) designated days off.

3. Work Schedules.

Work schedules showing the employee's shift, work days and hours shall be posted on all department bulletin boards at all times. All employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Except for emergency situations, and during the duration of the emergency, work schedules for any work shift shall not be changed unless the changes are posted for ten (10) work days.

4. Reduced Work Week.

In the event that the financial budget situation of the County requires a reduced work week for employees covered by this Agreement, the parties agree to meet and discuss scheduling problems which may arise. Such meeting shall be held prior to implementation of the reduced work week.

5. Rest Periods.

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half

(1/2) shift. Rest periods shall be scheduled at the middle of each one half (1/2) shift whenever feasible. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on the next succeeding shift when it is anticipated the overtime is expected to extend a minimum of one and one-half (1-1/2) hours. In addition, they shall be granted the regular rest period that occurs during the shift.

6. Meal Periods.

All employees shall be granted a meal period of not less than thirty (30) minutes during each work shift. Whenever practicable, meal periods shall be scheduled in the middle of the shift. The County shall provide a meal to any employee who is requested to and does work two (2) hours beyond his regular quitting time.

7. Clean-Up Time.

Employees occupying labor, trades or craft positions shall be granted adequate personal clean-up time prior to the end of each work shift. The County shall provide the required facilities for the employees' clean-up. Neither party to this Agreement shall construe "clean-up time" to mean "quit-early time" or "leave-early time".

8. Uniform Time Charging Provisions

a. Rounding Rule

Time charged for all leaves and compensation for time worked under the terms of this Agreement shall be subject to rounding to the nearest quarter of an hour in accordance with the following rules:

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 15, Wages.

(3) Leaves

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

(4) Management and Employee Rights

The right of management to discipline employees for tardiness is not waived by the above rounding provisions, nor shall the above provision be construed as a right for management to extend the end of the working day beyond the normally scheduled ending time.

ARTICLE 15

WAGES

1. Wages and Classification Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Addendum A.

When any position covered by this Agreement not listed on the wage schedule is established, the County may designate a job classification and pay rate for the position. In the event the Union does not agree that the classification and/or rate is proper, the Union shall have the right to submit the issue as a grievance at Step III of the Grievance Procedure. Whenever a supervisor instructs an employee to replace another employee in a higher classification and perform such work for more than one (1) shift, the employee shall be paid for all such work at the rate of pay assigned to the higher classified work in the appropriate step, according to the promotional policy, if any.

2. Pay Period.

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

3. When workers are performing work on a structure at or above the 90 foot level, where scaffolding or special safety devices are used, the wage rate for such work shall be double the straight time hourly rate.

When the aforementioned work is performed on an overtime basis or on a holiday, the rate of pay shall be triple the straight time hourly rate.

4. Reporting Time.

Any employee who is scheduled to report for work and who presents himself for work as scheduled, but where work is not available for him, shall be excused from duty and paid at his regular rate for a day's work.

5. Call-In Time.

Any employee called to work outside his regular shift shall be paid for a minimum of four (4) hours at the rate of time and one-half (1-1/2).

6. Overtime.

Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

a. When scheduled to work five (5) days a week:

(1) All authorized work performed in excess of eight (8) hours in any work day.

(2) All authorized work performed in excess of forty (40) hours in any work week.

(3) All work performed on employee's sixth (6th) day shall be paid for at the rate of time and one-half (1-1/2) and the seventh (7th) day at double-time rate, provided the employee has worked such overtime on the sixth (6th) day as was offered to him or her for that day.

b. When scheduled to work four (4) days a week:

(1) All authorized work performed in excess of ten (10) hours in any work day.

(2) All authorized work performed in excess of forty (40) hours in any work week.

(3) All work performed on employee's fifth (5th) day shall be paid for at the rate of time and one-half (1-1/2) and the sixth (6th) and seventh (7th) days at the double-time rate, provided that the double-time rate shall be paid only when the employee has worked such overtime on the fifth (5th) day as was offered to him or her on that day. If an employee declines to work on the fifth (5th) day, the sixth (6th) day shall be paid at

the rate of time and one-half (1-1/2) and the seventh (7th) day at the double-time rate.

(4) Overtime worked shall be calculated in accordance with the uniform time charging provisions of Article 14.

7. Distribution.

Overtime work shall be distributed equally among employees within the same job classification in each agency; provided, however, that exceptions may be made subject to mutual approval of the County and the Union.

A record of overtime hours worked by or offered to each employee shall be posted on the department bulletin board each month.

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.

8. Mileage Pay.

Whenever employees are required to work at any location other than their permanent place of reporting, they shall be paid at the rate of twenty cents ($0.20) per mile or the rate deductible under current Federal Internal Revenue Service regulations, whichever is

higher, for the use of their personal transportation from their permanent reporting place to and from the temporary new location. All employees shall be allowed pay from the time of reporting to their permanent reporting place, and this shall end when they return to their permanent reporting place. The five permanent reporting places shall be: 1) Multnomah County Courthouse; 2) bridge shops; 3) Donald E. Long Home; 4) Justice Center; or 5) Yeon Shops.

9. Parking.

Whenever employees are required to report to the Courthouse on a temporary basis in their private vehicle, the County shall provide parking.

10. Stand By.

When employees are directed to stand by on a weekend or holiday, they shall be paid four (4) hours pay for each twenty-four (24) hour period at the straight time rate of pay in addition to any other compensation to which they may be entitled.

11. Shift Differential.

In addition to the established wage rates, the County shall pay an hourly premium of thirty-five cents ($0.35) to employees for all hours worked on shifts beginning between the hours of 3:00 p.m. and 11:00 p.m.

For all hours worked on shifts beginning between 11:00 p.m. and 6:00 a.m., the County shall pay an hourly premium of fifty-five cents ($0.55) to employees for each hour worked during that period. Relief shifts will be paid sixty-five cents ($0.65) per hour for all hours worked.

ARTICLE 15

ARTICLE 16

DISCIPLINARY ACTION

1. Employees may, be subject to disciplinary action by suspension, oral or written reprimand, demotion, reduction in pay, or dismissal; provided, however, that such action shall take effect only after the appointing authority gives written notice of the action and cause to the employee and mails such notice to the Union. This notice provision shall not apply to oral or written reprimands; provided, however, that a copy of any written reprimand must be mailed to the Union on the date of issuance.

2. Any permanent, nonprobationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to appeal the action through the Grievance Procedure. The standard of review of disciplinary actions appealed under this section shall be the "in good faith for cause" standard.

3. Personnel Files.

a. An employee or his or her representative, with written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or his or her authorized representative shall be given a copy of any materials in his or her personnel file.

b. Except as provided below, an employee may request and have removed from his or her personnel file any letter of reprimand more than three (3) years old.

c. All derogatory material resulting in disciplinary action which is five (5) years old or more shall be removed from the employee's personnel file and destroyed.

ARTICLE 17

SETTLEMENT OF DISPUTES

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

> Step I: After first attempting to resolve the grievance informally, any employee or the Union may present in writing such grievance to the employee's Section or Division head through the immediate supervisor within ten (10) working days of the alleged contractual violation. If, at the time of the alleged violation, the employee or his or her representative is unaware of its occurrence, a grievance may be presented in writing within ten (10) working days of the time the employee first has knowledge or should have had knowledge of its occurrence. A grievance may not be initiated concerning an event after sixty (60) days have elapsed; however, in no way is this provision to be interpreted as affecting the pursuance of grievances which are of a continuing nature (i.e., the breach continues and is not a single isolated incident). The grievance notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The supervisor shall then attempt to adjust the matter and respond, in writing, to the employee or his or her representative within five (5) working days.
>
> Step II: If the grievance has not been answered or resolved, it may be presented in writing by the employee or his or her representative to the department head within ten (10) working days after the response is due from the supervisor. The department head shall respond to the employee or his or her representative, in writing, within five (5) working days.

Step III: If the grievance has not been answered or resolved at Step II, it may be presented, in writing, by the grievant to the County Chair, or his or her designee(s), within ten (10) working days after the response of the department head is due. The County Chair, or his or her designee(s), shall respond in writing to the grievant within five (5) working days.

County Grievances: When the County has a grievance, it may be presented in writing to the Union through the County Executive or his or her representative. The parties will each then promptly appoint two (2) persons to serve as a Board of Adjustment to consider the grievance of the County and resolve the dispute. If the Board of Adjustment is unable to resolve the dispute within ten (10) days of the notification to the Union, then the County may request arbitration under Step V of this Grievance Procedure, by written notice to the other party. This procedure for County grievances is not exclusive and the County expressly retains the right to alternately proceed with any other action, including court proceedings, it may deem in its discretion to be advisable or warranted.

Step IV: If the grievance has not been answered or resolved at Step III, either party may, within ten (10) working days after the expiration of time limit specified in Step III, request arbitration by written notice to the other party.

Step V: Arbitration. After the grievance has been submitted to arbitration, the parties, or their representatives, shall jointly request the Oregon Mediation and Conciliation Service for a list of the names of seven (7) arbitrators. The parties shall select an arbitrator from the list by mutual agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names; the order of striking to be determined by lot. One day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.

No less than five (5) days prior to the scheduled arbitration, the parties shall submit to the designated arbitrator a signed stipulation of the issue before the arbitrator. In the event the parties are unable to stipulate the issue in dispute, each party shall, not later than four (4) days prior to the scheduled arbitration, submit to the arbitrator and the other party a signed statement of the issue that party asserts is in dispute.

The arbitrator shall be requested to begin taking evidence and testimony within twenty-five (25) days after submission of the request for arbitration; and he shall be requested to issue their decision within thirty (30) days after the conclusion of testimony and argument. The parties hereby vest the arbitrator with authority to compel the attendance of witnesses on behalf of either party by issuance of a subpoena, the cost of which shall be borne by the party requesting the subpoena.

The arbitrator's decision shall be final and binding, but he or she shall have no power to alter, modify, amend, add to, or detract from the terms of the Contract. His or her decision shall be within the scope and terms of the Contract and in writing. Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior to the date the grievance was first filed with the supervisor, and it shall state the effective date of the award.

Expense for the arbitration shall be borne by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, on the condition that it pays for the record and makes copies available without charge to the other party and the arbitrator.

Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. A grievance may be terminated at any time upon receipt of a signed statement from the aggrieved party that the matter has been resolved.

2. Stewards and the Processing of Grievances.

a. Employees selected or elected by the Union as employee representatives shall be known as "Stewards". The names of the stewards and the names of other Union representatives who may represent employees shall be certified in writing to the County by the Union. Stewards may investigate and process grievances during working hours without loss of pay. All efforts will be made to avoid disruptions and interruptions of work.

b. Departure from the established Grievance Procedure outlined in this Article by any employee shall automatically nullify the Union's obligation to process the grievance.

ARTICLE 18

GENERAL PROVISIONS

1. No Discrimination.

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin or political affiliation. It is further agreed that there will be no discrimination against the handicapped unless bona fide job related reasons exist. The Union shall share equally with the County the responsibility for applying the provisions of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

The County and the Union agree not to interfere with the rights of employees to become members or refrain from becoming members of the Union, and there shall be no discrimination, interference, restraint or coercion by the County or Union or any County or Union representative against any employee because of Union membership or any employee activity in an official capacity on behalf of the Union, or for any other cause,

provided such activity or other cause does not interfere with the effectiveness and efficiency of County operations in serving and carrying out its responsibility to the public.

2. Bulletin Boards.

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

3. Visits by Union Representatives.

The County agrees that the Business Manager or their Assistant, accredited representatives of the International Brotherhood of Electrical Workers, Local 48, AFL-CIO, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct Union business.

4. Changes in Existing Conditions.

The County will solicit and be receptive to the input of the Union regarding changes in existing working conditions proposed by the County, and any such changes shall not be made for arbitrary or capricious reasons.

ARTICLE 18

Any unresolved dispute as to the reasonableness of a change in existing working conditions shall be resolved through the grievance procedure.

Whenever any existing conditions are changed, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days prior to becoming effective.

5. Rules.

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

b. The County agrees to furnish each employee in the bargaining unit with a copy of the Collective Bargaining Agreement sixty (60) days after the signing of this Agreement.

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

d. The County shall provide new employees a copy of the Agreement and rules at time of hire.

e. Any dispute as to the reasonableness of any new rule, or any dispute involving discrimination in the application of new or existing rules may be resolved through the grievance procedure.

6. Tool Replacement.

The County agrees to replace all tools furnished by employees when such tools become damaged beyond usability or are lost or stolen while on the job. A "proof of loss by theft" statement must be signed by the employee prior to recovery for theft.

7. Uniforms and Protective Clothing.

If an employee is required to wear a uniform, protective clothing or any type of protective device, such uniform, protective clothing or protective device shall be furnished by the County; the cost of maintaining the uniform or protective clothing or device including initial tailoring, shall be paid by the County, in accordance with the current practice. The County will provide and maintain protective clothing for any employee required to work in sewer manholes.

8. Seniority.

a. Seniority will be determined as follows:

(1) Total length of continuous service within the affected job classification within the affected department; if a tie occurs, then

(2) Total length of continuous service within the affected Department; if a tie occurs, then

(3) Total length of continuous service within the County; if a tie occurs, then

(4) Score on the last performance evaluation awarded under the system to be developed in accordance with MCC 3.10.130; if no system exists, then score on original entrance examination.

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

(1) Part-time work within the same classification will be counted on a prorated hourly basis.

(2) Time spent on authorized leave without pay that exceeds thirty (30) calendar days will not count.

(3) Time spent in a trainee capacity (e.g., PEP, WIN, CETA, or other state or federally funded programs) will not be included.

(4) Time spent in a classification in previous government service will be included if the employee transferred in accordance with ORS 236.610 through 236.650.

(5) Time spent on layoff will not count.

c. Seniority shall be forfeited by discharge for cause or voluntary termination.

ARTICLE 18

d. On May 15 of each year, the County shall furnish to the Union sufficient copies of a seniority roster of all employees assigned to the classifications listed in Addendum A.

e. Employees may protest their seniority designation through the grievance procedure outlined in this agreement.

9. Merger or Consolidation.

Prior to any merger or consolidation of any Division, Bureau, or Department by the County with any other governmental agency, the County shall notify and consult with the Union.

10. Reduction in Force.

Layoffs will be in accordance with Multnomah County Code 3.10.250 or its successor and the Personnel Rules pertaining thereto.

11. Contract Work.

a. Unless mutually agreed, the County will not contract out or subcontract any work now performed by employees covered by this Agreement when such would result in loss of employment by any bargaining unit employee(s) and the County is unable to find suitable or comparable alternate employment for the employee(s). However, this

provision shall not apply to contracting out or subcontracting work when such was anticipated and considered as a part of and during budget procedures.

b. If during the budget procedure contracting or subcontracting is considered, the County agrees to meet with the Union to discuss the effect of such action prior to the discussion of such proposals by the budget committee.

c. The County further agrees to meet with the Union, at its request, to explore the alternative of work force reduction by attrition. The County also agrees that to the extent practicable transfers shall be made to open vacancies and re-employment of employees affected by such action shall occur for as long as they are so qualified in accordance with established layoff guidelines. The Union agrees to assist the County in minimizing the impact on such affected employees.

12. Safety Rules.

When workers are employed on electrical work in manholes or in vaults, there shall be one or more journeymen electricians present at all times to assist him. Workers shall be provided with all approved safety devices. On or immediately adjacent to all energized

circuits of four hundred forty (440) volts or more, two (2) or more journeymen electricians must work together, as a safety measure.

The County will furnish all safety devices necessary to comply with existing and future State and Federal safety requirements. No employee shall be disciplined for refusal to violate the Safety Codes or the laws of the State of Oregon.

13. Supremacy of Contract.

To the extent allowable by law, whenever a conflict arises between this Agreement and Multnomah County Code 3.10 et. seq. or its successor, this Agreement shall prevail.

14. Work Assignment Vacancies.

Employees shall be granted at their request preference of assignment among the bridge, signal and general service crews according to their respective seniority. Changes may be made only when a permanent vacancy occurs.

15. Performance Evaluation Process

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

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

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

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

ARTICLE 19

STANDARDS

The County may establish reasonable job performance standards, and may, from time to time, revise them. Such standards shall be individually stated to each affected employee, in order to assure advance comprehension and understanding of performance requirements. No employee shall be subject to disciplinary action for failure to meet standards of performance unless such employee has been fully advised of such expected performance standards in advance of the work period in question.

ARTICLE 20

SAVINGS CLAUSE AND FUNDING

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

2. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are, therefore, contingent upon sources of revenue and annual budget approval. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by

this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget request pursuant to established budget procedures. This Section 2 and County action hereunder shall not be subject to the Resolution of Disputes Procedures hereinbefore set out.

ARTICLE 20

ARTICLE 21

ENTIRE AGREEMENT

Entire Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by the rules and regulations of the Employee Services Division and by Multnomah County Code 3.10, or its successor. The County and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within

the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

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

ARTICLE 22

TERMINATION

This Agreement shall be effective as of the 1st day of July, 1988, and shall remain in full force and effect through the 30th day of June, 1991, and shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing between January 1, 1991, and March 1, 1991, that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 8th day of September, 1988.

FOR THE UNION

Business Manager-Fin. Secy.
Local 48, AFL-CIO

International Brotherhood
of Electrical Workers

MULTNOMAH COUNTY, OREGON
CHAIR

BY
County Chair

MULTNOMAH COUNTY, OREGON
BOARD OF COMMISSIONERS

BY
Commissioner

BY
Commissioner

BY
Commissioner

BY
Commissioner

NEGOTIATED BY:

Kenneth Upton
Labor Relations Manager
Multnomah County, Oregon

APPROVED AS TO FORM:

Laurence Kressel
County Counsel
Multnomah County, Oregon

2193F

ADDENDUM A

WAGES AND CLASSIFICATIONS

ELECTRICAL WORKERS

Effective July 1, 1988

---

1. Wages.

a. July 1, 1988.

Effective July 1, 1988 the rates and ranges of employees covered by this Agreement shall be increased three and two tenths percent (3.2%), and they shall be compensated in accordance with the attached table.

b. July 1, 1989.

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

(% increase in CPI)	=	(%)
((National Urban Wage Earners)		(increase)
(and Clerical Workers Index -)		(in each)
(March 1988 to March 1989))		(wage rate)

The minimum adjustment made shall be two percent (2%).

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

c. July 1, 1990.

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

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

The minimum adjustment made shall be two percent (2%).

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

d. "No Less Than" Guarantee

Notwithstanding the provisions of sections "a", "b", and "c" above, in no event shall the general wage increase granted to employees in this bargaining unit be less than that granted to Local 88, AFSCME, AFL-CIO in each of the fiscal years cited.

2. Reopener.

In the event that the County's estimated general fund resources in the executive budget for 1989-1990 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, due to any passage of property tax limitation measures, the terms of Section "1.b." above shall not be implemented and negotiations will commence on or before April 15, 1989, for substitute terms for Addendum A, Section 1. b.

ADDENDUM A

In the event that the County's estimated general fund resources in the executive budget for 1990-1991 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, due to any passage of property tax limitation measures, the terms of Section "1.c", above shall not be implemented and negotiations will commence on or before April 15, 1990, for substitute terms for Addendum A, Section 1. c.

3. Leadworker.

In a department where three (3) or more electricians are employed or work together without on site supervision there will be a leadworker assigned. Assignment and selection of such leadworker shall be at the sole discretion of the County.

ADDENDUM A

WAGES AND CLASSIFICATIONS

ELECTRICAL WORKERS

Effective July 1, 1988

CLASS TITLE	HOURLY WAGE RATE	HOURLY PENSION CONTRIBUTION (6%)	TOTAL HOURLY WAGE AND PENSION RATE
ELECTRICIAN (3061)/ ELECTRONIC TECH. (6143)	$16.42	$0.99	$17.41
LEADWORKER (4100)/ CHIEF ELETRONIC TECH. (6144)	$17.85	$1.07	$18.92
ELECTRONIC TECH. ASST. (6142) (6 STEPS)	$11.35	$0.68	$12.03
	11.69	0.70	12.39
	12.04	0.72	12.76
	12.40	0.74	13.14
	12.78	0.77	13.55
	13.16	0.79	13.95

ADDENDUM B

MULTNOMAH COUNTY OREGON

Employee Organization Membership Dues

Payroll Deduction Authorization Plan

I, _____, having voluntarily elected to become a member of _____, do hereby authorize Multnomah County as my employer to deduct from my accrued earnings the amount of $_____ per month.

This deduction shall be made only if my accrued earnings are sufficient to cover the above amount after all other authorized payroll deductions have been made.

I agree to indemnify, defend and hold the County harmless against any claims made or suits instituted against Multnomah County as a result of this authorization.

I understand that I may withdraw this authorization at such time as I terminate my membership in the above indicated employee organization or desire to make other payment arrangements directly with the employee organization involved.

Signed:_____ Date:_____
Name of Employee Month Day Year

Name of Employee Organization: _____

ADDENDUM B

83
516

MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

September 8, 1988

Ms. Linda Alexander, Director
Department of General Services
1120 SW Fifth
Portland, OR

Dear Ms. Alexander:

Be it remembered, that at a meeting of the Board of County Commissioners held September 8, 1988, the following action was taken:

In the matter of the Ratification of the Collec-)
tive Bargaining Agreement with the Brotherhood of)
Painters and Allied Trades of American Painter)
District Council 55, for period July 1, 1988 to)
June 30, 1991 R-6)

The above-entitled matter having come before the Board and full consideration having been given thereto, upon motion of Commissioner Miller, duly seconded by Commissioner Casterline, it is unanimously

ORDERED that Multnomah County, Oregon enter into the above-entitled Agreement tendered to and before the Board this date, and that the Board of County Commissioners be and they are hereby authorized and directed to enter into said Agreement for and on behalf of Multnomah County, Oregon.

Commissioner McCoy commended Employee Relations staff for obtaining three year contracts for all the above agreements, and stated that now there will be time for staff to devote to issues other than negotiation.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Labor Relations

DATE SUBMITTED September 1, 1988

(For Clerk's Use)
Meeting Date 9-8-88
Agenda No. R-6

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Painters Collective Bargaining Agreement

Informal Only* _____ (Date)

Formal Only September 8, 1988 (Date)

DEPARTMENT General Services DIVISION Labor Relations

CONTACT Kenneth Upton TELEPHONE 248-5015

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Kenneth Upton

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

Request approval of the 1988-1991 collective bargaining agreement with the Painters.

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

ACTION REQUESTED:

[ ] INFORMATION ONLY [ ] PRELIMINARY APPROVAL [ ] POLICY DIRECTION [XX] RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 20 minutes

IMPACT:

XX PERSONNEL

[X] FISCAL/BUDGETARY

[ ] General Fund

Other _____

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1988 SEP -2 AM 9:43

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Linda Alexander

BUDGET / PERSONNEL David C. Warren

COUNTY COUNSEL (Ordinances, Resolution, Agreements, Contracts)

OTHER Kenneth Upton, Labor Relations Manager
(Purchasing, Facilities Management, etc.)

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

1988 - 1991

AGREEMENT

BETWEEN

MULTNOMAH COUNTY, OREGON

AND

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES

AFL-CIO, CLC, DISTRICT COUNCIL 55

Labor Relations Section
1120 S.W. Fifth, 14th Floor
Portland, OR 97204-1976

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A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

and

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES,

AFL-CIO, CLC, DISTRICT COUNCIL 55

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and International Brotherhood of Painters and Allied Trades, AFL-CIO, CLC, District Council 55, hereinafter referred to as the Union.

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

The parties agree as follows:

ARTICLE 2

RECOGNITION

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

2. The parties acknowledge that certain members of the bargaining unit work on a seasonal basis performing bridge maintenance painting work. These members are identified in Addendum A. Articles 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 18(8), and Addendum A, Sections 1 - 4, of this Agreement shall not be applicable to members in these classifications.

ARTICLE 3

UNION SECURITY AND CHECK OFF

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

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

a. 0.4615 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

b. 0.4615 of the current monthly service fee, in lieu of dues, or such lesser amount as determined by Subsection "d." below, from any employee who is a member of the bargaining unit and who has not joined the Union within thirty (30) days of becoming an employee. This service fee shall be segregated by the Union and used on a pro-rata basis solely to defray the cost of its services in negotiating and administering this contract.

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

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

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

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

ARTICLE 3

ARTICLE 4

MANAGEMENT RIGHTS

The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the department, determining the levels of service and methods of operation including subcontracting 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 5

NO STRIKE

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or at any location in the County 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 in the County by any labor organization when called upon to cross such picket line in the line of duty. Any employee engaging in any activity in violation of this Article shall be subject to immediate disciplinary action or discharge. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross the picket line when directed to perform work which does not properly fall within the scope and jurisdiction of this local Union.

ARTICLE 6

HOLIDAYS

1. Holidays.

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

- New Year's Day (January 1st)
- Dr. Rev. Martin Luther King Jr.'s Birthday (3rd Monday in January)
- Washington's Birthday (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans' Day (November 11th or day of County Observance)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th)
- 2 Personal Holidays - Personal holiday time will be charged in accordance with the uniform time charging provision of Article 13.

  After six (6) months of employment Personal Holidays may be used and shall be two (2) days off per year available at the discretion of the employee with the consent of his or her employer. In all cases, Personal Holidays must be taken by the end of each fiscal year (June 30th).

2. Holiday Observance.

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

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

3. Holiday Pay.

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

4. Holiday During Leave.

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

5. Holiday Work.

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

6. Holiday During Week.

If the holiday occurs between two (2) working days, it may be shifted to the beginning or the end of a week to prevent disrupting a project, at the County's discretion.

ARTICLE 7

VACATION LEAVE

1. Accrual.

Each full-time employee is entitled and shall earn annual vacation leave credit from the first full pay period of employment. However, employees are not entitled to any leave with pay until they have been employed for a period of twelve (12) months of service.

Vacation credits shall be earned in accordance with the following schedule:

a. Less than 10,440 straight time hours (five (5) years) of continuous service, .0385 hours per hour worked, cumulative to 200 hours. After six (6) months of service, an employee shall be entitled to two (2) weeks (i.e., eighty (80) hours) vacation.

b. 10,440 straight time hours (five (5) years), but less than 20,880 straight time hours (ten (10) years) of continuous service, .0577 hours per hour worked, cumulative to 240 hours; and shall be entitled to three (3) weeks (i.e., one hundred twenty (120) hours) vacation.

c. 20,880 straight time hours (ten (10) years), but less than 31,320 straight time hours (fifteen (15) years) of continuous service, .0769 hours per hour worked cumulative to 320 hours; and shall be entitled to four (4) weeks (i.e., one hundred sixty (160) hours) vacation.

d. 31,320 or more straight time hours (fifteen (15) years) of continuous service, .0961 hours per hour worked cumulative to 400 hours; and shall be entitled to five (5) weeks (i.e., two hundred (200) hours) vacation.

2. Vacation Times.

Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the County and requirement for vacation relief, employees shall have the right to determine vacation times, but in any case, vacation times shall be selected on the basis of seniority; however, each employee will be permitted to exercise his or her right of seniority only once. Sign up for vacation shall be in weekly increments. Used vacation shall be charged in accordance with the uniform time charging provisions of Article 13.

3. Termination or Death.

After six (6) months of service, upon the termination of an employee for any reason, all accumulated vacation shall be paid to the employee.

In the event of the death of the employee, all accumulated vacation shall be paid to the employee's beneficiary. Such payment shall be paid directly to an employee's beneficiary as designated on employee's Life Insurance enrollment card.

ARTICLE 8

SICK LEAVE

1. Accrual.

Employees shall accrue sick leave at the rate of .0461 hours for each hour worked, to be used in the event of their illness or the illness of a member of their immediate household. Sick leave may be accrued up to a maximum of one hundred eighty (180) days.

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

2. Bereavement Leave.

An employee shall be granted not more than three (3) days leave of absence with full pay in the event of death in the immediate family of the employee to make household adjustments or to attend funeral services. For purposes of Bereavement Leave, an employee's immediate family shall be defined as spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, or brother-in-law. In relationships other than those set forth above, under exceptional circumstances, such leave of absence may be granted by the County Chair upon request.

3. Reporting of Sick Leave.

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

4. Disability Insurance.

Any employee covered by this Agreement may participate in the short term disability insurance program; the monthly premium to be paid individually through payroll deduction.

ARTICLE 9

OTHER LEAVES

1. Leave of Absence.

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

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

2. Jury Duty.

Employees shall be granted leave with full pay in lieu of jury fees any time they are required

to report for jury duty. If an employee is excused or dismissed prior to end of the normal work shift, he shall report back to work if practicable. Procedures for reporting back to work shall be as specified by the division head.

3. Voting Time.

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

4. Union Business.

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the County shall, at the written request of the Union, be recommended in accordance with the leave provisions set forth in Multnomah County Code 3.10.260 or its successor for a leave of absence exceeding thirty (30) days. Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union.

5. Educational Leave.

After completing one (1) year of service, an employee, upon request, may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to his or her employment.

The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended upon the request of the employee when necessary.

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

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

6. Military Leave.

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

ARTICLE 10

HEALTH AND WELFARE

1. Medical-Hospital.

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

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

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

2. Dental Plan.

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

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

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

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

3. Eligible Employees

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

4. 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 the Multnomah County with at least ten (10) years 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 by payroll deduction with premiums varying according to age of the employee. Insured employees will be provided a certificate evidencing such insurance.

5. Retirees.

Persons who retire from Multnomah County employment at age 60 or after with ten (10) years of County employment, but before they are eligible for Medicare, shall be carried by the County on the group health plan until such time as the person is eligible for Medicare subject to the limitations of Sections above. Retired employees shall be provided the option of continuing these coverages on a self-pay basis on the first day of the month following his or her birthday.

6. Health and Welfare Labor/Management Consortium.

The County and Union jointly agree to maintain a health and welfare committee/consortium to review, explore and advise bargaining unit members in respect to fringe benefits and cost effective use of those benefits.

The County and Union will work together with the County's professional benefits consultant to maintain and further develop a state of the arts health and welfare program that meets the needs of bargaining unit members, with emphasis on cost efficiency, effectiveness, and cost containment in relationship to revenues allocated for fringe benefits.

The County shall have exclusive right in determining whether or not increases to present level of benefits are within budget constraints and priorities.

ARTICLE 11

PENSIONS

1. PERS.

The County shall continue to participate in the Oregon Public Employees Retirement System (PERS) pursuant to the Intergovernmental Integration Agreement between the County and PERS, dated January 22, 1982.

2. Pick-Up.

The County shall continue to "pick-up" the required employee contributions (six percent 6%) as provided in ORS 237.075.

3. Sick Leave in Application to Final Average Salary

In accordance with the terms of ORS 237.153, one half of the value of accumulated sick leave with pay will be applied to final average salary for the purpose of pension benefit determination.

ARTICLE 12

WORKERS' COMPENSATION AND SUPPLEMENTAL BENEFITS

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

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

3. The County shall supplement the amount of 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 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.

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. Supplemental benefits shall only be payable for those days compensable under Workers' Compensation Law as time loss on an approved claim. For employees with approved claims, supplemental benefits shall be paid for no more than three hundred and twenty (320) hours of the employee's regular working hours or for a period equal to

the amount of accrued sick leave hours at the time of injury, whichever is greater. Such payments shall not be chargeable to accrued sick leave.

4. If a 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 by 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 supplement benefits paid, throughout the period that the employee receives such benefits.

ARTICLE 13

HOURS OF WORK

1. Regular Hours.

The regular hours of work each day shall be consecutive except for interruptions for meal periods.

2. Work Day.

a. The regular hours of work each shift shall be consecutive except for interruptions for meal periods.

b. Employees on a five (5) day per week work schedule shall work eight (8) hours per day excluding the meal period. (Winter Schedule)

c. Employees on a four (4) day per week work schedule shall work ten (10) hours per day excluding meal period. (Summer Schedule)

3. Work Week.

The work week shall consist of consecutive days. In no case shall the work week be for more than forty (40) hours excluding the meal period.

4. Work Schedules.

Work schedules showing the employee's shift, work days, and hours shall be posted on all department bulletin boards at all times. Except as otherwise

provided by this Section, work schedules for any work shift shall not be changed unless the changes are posted for ten (10) work days. This posting requirement shall not apply (a) in emergency situations and during the duration of the emergency, or (b) when the employee and his or her supervisor mutually agree to waive the posting requirement in writing.

5. Reduced Work Week.

In the event that the financial budget situation of the County requires a reduced work week for employees covered by this Agreement, the parties agree to meet and discuss scheduling problems which may arise prior to implementation of the reduced work week.

6. Rest Periods.

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. Rest periods shall be scheduled at the middle of each one half (1/2) shift whenever feasible. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on the next succeeding shift when it is anticipated the overtime is expected to extend a minimum of one and one-half (1-1/2) hours. In addition, they shall be granted the regular rest period that occurs during the shift.

7. Meal Periods.

All employees shall be granted a meal period of not less than thirty (30) minutes during each work shift. Whenever practicable, meal periods shall be scheduled in the middle of the shift. The County shall provide any employee who is requested to and does work two (2) hours beyond his regular quitting time, time off for his or her meal.

8. Uniform Time Charging Provisions

a. Rounding Rule

Time charged for all leaves and compensation for time worked under the terms of this Agreement shall be subject to rounding to the nearest quarter of an hour in accordance with the following rules:

a. 0 - 7 minutes rounds to 0 hours

b. 8 - 15 minutes rounds to 1/4 hour

b. Applications

(1) Lateness

An employee who is seven (7) minutes or less late shall be paid for a full shift. An employee who is eight (8) to fifteen (15) minutes late shall not be paid for one quarter (1/4) of an hour.

(2) Working Over

An employee who works over less than eight (8) minutes shall not be compensated. An employee who works eight (8) to fifteen (15) minutes over shall be compensated one quarter (1/4) of an hour at the appropriate rate of pay in accordance with Article 15: Wages and Classification.

(3) Leaves

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

(4) Management and Employee Rights

The right of management to discipline employees for tardiness is not waived by the above rounding provisions, nor shall the above provision be construed as a right for management to extend the end of the working day beyond the normally scheduled ending time.

9. Clean-Up Time.

Employees shall be granted adequate personal clean-up time prior to the end of each work shift. The County shall provide the required facilities for the employee's cleanup time. Neither party to this Agreement shall construe "clean-up time" to mean "quit-early time" or "leave-early time".

ARTICLE 14

STANDARDS

The County may establish reasonable job performance standards, and may, from time to time, revise them. Such standards shall be individually stated to each affected employee in order to assure advance comprehension and understanding of performance requirements. No employee shall be subject to disciplinary action for failure to meet standards of performance unless such employee has been fully advised of such expected performance standards, in advance of the work period in question.

ARTICLE 15

WAGES AND CLASSIFICATION SCHEDULE

1. Wages and Classification Schedule.

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Addendum A.

When any position covered by this Agreement not listed on the wage schedule is established, the County may designate a job classification and pay rate for the position. Whenever an employee performs any work for more than thirty (30) days in a classification above that in which the employee is normally classified, the employee shall be paid for such work at the rate assigned to the higher classified work in the appropriate step, according to the promotional policy, if any.

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

3. Reporting Time. Any employee who is scheduled to report for work as scheduled, but where work is not available for him or her, shall be excused from duty and paid at his or her regular rate for a day's work.

4. Call-In Time. Any employee called to work outside his or her regular shift shall be paid for a minimum of two (2) hours at the rate of time and one-half (1-1/2).

5. Overtime. Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

a. All authorized work performed in excess of eight (8) hours in any work day.

b. All authorized work performed in excess of forty (40) hours in any work week.

c. Overtime worked shall be calculated in accordance with the uniform time charging provisions of Article 13.

d. All work performed on employee's sixth (6th) day shall be paid for at the rate of time and one-half (1-1/2) and the seventh (7th) day at double-time rate, provided the employee has worked a full shift on the employee's sixth (6th) day.

6. Distribution. Overtime work shall be distributed equally among employees within the same job classification in each agency; provided, however, that exceptions may be made subject to mutual approval of the County and the Union.

A record of overtime hours worked by or offered to each employee shall be posted on the department bulletin board each month.

There shall be no discrimination against any employee who declines to work overtime. Overtime work shall be voluntary except in cases where, in the County's judgment, the public health, safety and welfare may be jeopardized.

7. Mileage Pay. Whenever an employee is required to work at any location other than his or her permanent place of reporting, he or she shall be paid at the rate of twenty cents ($0.20) per mile from his or her permanent reporting place for the use of his or her personal transportation to and from the temporary new locations. All employees shall be allowed pay from the time of reporting to their permanent reporting place, and this shall end when they return to their permanent reporting place.

8. Height Time Differential Pay. When employees covered by this Agreement are performing painting on a structure at or above the fifty (50) foot level directly above the ground, floor, roadway, roof or water, the wage rate for such work shall be that to which the employee is normally entitled plus an additional fifty cents ($0.50) differential for each hour that the employee is performing such work.

9. Shift Differential. In addition to the established wage rates, the County shall pay an hourly premium of twenty cents ($0.20) to employees for all hours worked on shifts between the hours of 3:00 p.m. and 11:00 p.m. For all hours worked on shifts beginning 11:00 p.m. and 6:00 a.m., the County shall pay an hourly premium of twenty-five cents ($0.25) to employees for each hour worked during that period.

10. Parking. Whenever the employee is required to report to the Courthouse on a temporary basis in his private vehicle, the County shall provide parking.

11. Spray Painting and Toxic Vinyl Premium. Any employee covered by this Agreement who performs spray painting or applies toxic vinyls while silk screening shall receive a premium of twenty-five cents ($0.25) for each hour he performs such work, provided that such premium shall be paid only if the employee wears a respirator.

12. Coverwear for Maintenance Painter. The County agrees to continue the practice of providing appropriate laundered coverwear for employees covered by this Agreement.

ARTICLE 16

DISCIPLINARY ACTION

1. Employees may be subject to disciplinary action by suspension, oral or written reprimand, demotion, reduction in pay, or dismissal; provided, however, that such action shall take effect only after the appointing authority gives written notice of the action and cause to the employee and mails such notice to the Union. This notice provision shall not apply to oral or written reprimands, provided, however, that a copy of any written reprimand must be mailed to the Union on the date of issuance.

2. Any permanent, non-probationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to appeal the action through the Grievance Procedure.

The standard of review of disciplinary actions appealed under this section shall be the "in good faith for cause" standard.

ARTICLE 17

SETTLEMENT OF DISPUTES

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

Step I: After first attempting to resolve the grievance informally, any employee or the Union may present in writing such grievance to the employee's section or division head through the immediate supervisor within ten (10) working days of its occurrence; if at that time the individual employee or his or her representative is unaware of the grievance, it may be presented in writing within ten (10) working days of the time the employee first has knowledge or should have had knowledge of its occurrence. The notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The supervisor shall then attempt to adjust the matter and respond, in writing, to the employee or his or her representative within five (5) working days.

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

Step III: If the grievance has not been answered or resolved at Step II, it may be presented, in writing, by the grievant to the Director of the Employee Services Division, or his or her designee(s),

within ten (10) working days after the response of the department head is due. The Chairman of the Board of County Commissioners, or his or her designee(s), shall respond in writing to the grievant within five (5) working days.

County Grievances: When the County has a grievance, it may be presented in writing to the Union through the Director of the Employee Services Division or his or her representative. The parties will each then promptly appoint two (2) persons to serve as a Board of Adjustment to consider the grievance of the County and resolve the dispute. If the Board of Adjustment is unable to resolve the dispute within ten (10) days of the notification to the Union, then the County may request artibration under Step V of this Grievance Procedure, by written notice to the other party. This procedure for County grievances is not exclusive and the County expressly retains the right to alternately proceed with any other action, including court proceedings, it may deem in its discretion to be advisable or warranted.

Step IV: If the grievance has not been answered or resolved at Step III, either party may, within ten (10) working days after the expiration of time limit specified in Step III, request arbitration by written notice to the other party.

Step V: Arbitration. After the grievance has been submitted to arbitration, the parties, or their representatives, shall jointly request the Oregon Mediation and Conciliation Service for a list of the names of seven (7) arbitrators. The parties shall select an arbitrator from the list by mutual agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names; the order of striking to be determined by lot. One day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.

The arbitrator shall be requested to begin taking evidence and testimony within twenty-five (25) days after submission of the request for arbitration; and he or she shall be requested to issue his or her decision within thirty (30) days after the conclusion of testimony and argument. The parties hereby vest the arbitrator with authority to compel the attendance of witnesses on behalf of either party by issuance of a subpoena, the cost of which shall be borne by the party requesting the subpoena.

The arbitrator's decision shall be final and binding, but he or she shall have no power to alter, modify, amend, add to, or detract from the terms of the Contract. His or her decision shall be within the scope and terms of the Contract and in writing. Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior to the date the grievance was first filed with the supervisor, and it shall state the effective date of the award.

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 shall be certified in writing to the County by the Union. Stewards

may investigate and process grievances during working hours without loss of pay and all efforts will be made to avoid disruptions and interruptions of work.

b. Departure from the established Grievance Procedure outlined in this Article by any employee shall automatically nullify the Union's obligation to process the grievance.

c. In no event may the Union or the aggrieved employee initiate a grievance under the procedure so outlined in this Article where more than sixty (60) days have elapsed since the occurrence of the grievance; 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).

ARTICLE 18

GENERAL PROVISIONS

1. No Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin or political affiliation. It is further agreed that there will be no discrimination against the handicapped unless bona fide job-related reasons exist. The Union shall share equally with the County the responsibility for applying the provisions of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

The County and the Union agree not to interfere with the rights of employees to become members or refrain from becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the County or the Union or any County or Union representative against any employee because of Union membership or any employee activity in an official capacity on behalf of the Union, or for any other cause, provided such activity or

other cause does not interfere with the effectiveness and efficiency of County operations in serving and carrying out its responsibility to the public.

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

3. Visits by Union Representatives. The County agrees that the Business Manager or his or her Assistant, accredited representatives of the International Brotherhood of Painters and Allied Trades, AFL-CIO, CLC, District Council 55, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct Union business.

4. Rules.

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

b. The County agrees to furnish each employee in the bargaining unit with a copy of the Bargaining Agreement sixty (60) days after the signing of this Agreement.

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

d. New employees covered by this Agreement shall be provided a copy of the Agreement and rules at time of hire.

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.

5. Seniority.

a. Seniority will be determined as follows:

(1) Total length of continuous service within the affected job classification within the affected department; if a tie occurs, then

(2) Total length of continuous service within the affected Department; if a tie occurs, then

(3) Total length of service within the County; if a tie occurs, then

(4) Score on the last performance evaluation awarded under the system to be developed in accordance with Multnomah County Code 3.10.130; if no system exists, then score on original entrance examination.

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

(1) Part-time work within the same classification will be counted on a pro-rated hourly basis.

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

(3) Time spent in a trainee capacity (e.g., PEP, WIN, or other state or federally funded programs) will not be included.

(4) Time spent in classification in previous government service will be included if the employee transferred in accordance with ORS 236.610 through 236.650.

(5) Time spent on layoff will not count.

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

d. On May 15 of each year, the County shall furnish to the Union sufficient copies of a seniority roster of all employees assigned to the classifications listed in appendix "A" hereunder and yearly by May 15 thereafter.

e. Employees may protest their seniority designation through the grievance procedure outlined in this Agreement.

6. Reduction in Force. Layoffs will be in accordance with Multnomah County Code 3.10.250 or its successor and the Personnel Rules pertaining thereto.

7. County-Union Meetings. The County Chair, or his or her representative(s) shall meet at mutually convenient times with the Union committee. All such meetings shall be held during normal working hours on County premises without loss of pay and the parties will so schedule such meetings as far as practical to avoid disruptions and interruption of work. The Union committee shall consist of not more than three (3) members selected by the Union.

8. Safety Devices. The County will furnish all safety devices necessary to comply with existing and future state and federal safety requirements. No employee shall be disciplined for refusal to violate the safety codes or the laws of the State of Oregon.

9. Contract Work. The County agrees that Painter's District Council No. 55 will be notified a reasonable period of time in advance of any contracting or subcontracting of work done by employees covered by this Agreement.

ARTICLE 18

10. Supremacy of Contract. To the extent allowable by law, whenever a conflict arises between this Agreement and Multnomah County Code 3.10, et seq., or its successor, this Agreement shall prevail.

11. Performance Evaluation Process

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

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

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

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

ARTICLE 19

SAVINGS CLAUSE AND FUNDING

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

2. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are, therefore, contingent upon sources of revenue and annual budget approval. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee

any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget request pursuant to established budget procedures. This Section 2 and County action hereunder shall not be subject to the Resolution of Disputes Procedures hereinbefore set out.

ARTICLE 19

ARTICLE 20

ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by the rules and regulations of the Employee Services Division and by Multnomah County Code 3.10, et seq., or its successor. The County and the Union for the life of this agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this agreement, even

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

Nothing in this article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement, nor shall the Union and the County Chair, or his or her designee(s) for Labor Relations, be precluded from voluntarily entering into memoranda of understanding, interpretation, or exception concerning matters of contract administration.

ARTICLE 21

TERMINATION

This Agreement shall be effective as of the 1st day of July, 1988, and shall remain in full force and effect through the 30th day of June, 1991, and shall be automatically renewed from year-to-year thereafter, unless either party notifies the other in writing between January 1, 1991, and March 1, 1991, that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 8th day of September, 1988.

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES, AFL-CIO, CLC, DISTRICT COUNCIL 55

Benjamin R. McClain
Executive Secretary
International Brotherhood of Painters and Allied Trades, AFL-CIO, CLC, District Council No. 55

Chuck V. Hord
Business Manager
Paint Makers, Sign, Display, Truck Painters, & Allied Trades Local 1094 of Washington and Oregon, AFL-CIO

MULTNOMAH COUNTY, OREGON
BOARD OF COMMISSIONERS

County Chair

Commissioner

Commissioner

Commissioner

Commissioner

NEGOTIATED BY:

Ken Upton
Labor Relations Manager
Labor Relations Division
Multnomah County, Oregon

APPROVED AS TO FORM:

Laurence Kressel, County Counsel
Multnomah County, Oregon

ADDENDUM A

WAGES AND CLASSIFICATIONS

SIGN PAINTERS & BRIDGE MAINTENANCE PAINTERS

Effective July 1, 1988

---

1. Wages.

a. July 1, 1988.

Effective July 1, 1988, the rates and ranges of employees covered by this Agreement shall be increased three and two tenths percent (3.2%), and they shall be compensated in accordance with the attached table.

b. July 1, 1989.

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

(% increase in CPI)		(%)
((National Urban Wage Earners)	=	(increase)
(and Clerical Workers Index -)		(in each)
(March 1988 to March 1989))		(wage rate)

The minimum adjustment made shall be two percent (2%).

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

c. July 1, 1990

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

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

The minimum adjustment made shall be two percent (2%).

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

d. "No Less Than" Guarantee

Notwithstanding the provisions of sections "a", "b', and "c" above, in no event shall the general wage increase granted to employees in this bargaining unit be less than that granted to Local 88, AFSCME, AFL-CIO in each of the fiscal years cited.

2. Reopeners.

In the event that the County's estimated general fund resources in the executive budget for 1989-1990 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget due to any passage of property tax limitation measures, the terms of Section "1.b." above shall not be implemented and negotiations will commence on or before April 15, 1989, for substitute terms for Addendum A, Section 1.b.

ADDENDUM A

In the event that the County's estimated general fund resources in the executive budget for 1990-1991 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget due to any passage of property tax limitation measures, the terms of Section "1.c", above shall not be implemented and negotiations will commence on or before April 15, 1990, for substitute terms for Addendum A, Section c.

3. Leadworker.

In a department where three (3) or more painters are employed or work together without on site supervision, there will be a leadworker assigned. Assignment and selection of such leadworker shall be at the sole discretion of the County.

4. Leadworker - Sign Shop.

Assignment and selection of the Sign Shop Lead Worker shall be at the sole discretion of the County. The Sign Shop Lead Worker shall be compensated at 6.8% of his hourly pay rate when assigned to perform Lead Worker duties.

5. Bridge Maintenance Painting.

Compensation for employees in the Bridge Maintenance Painter and Foreman classes shall be in accordance with the Oregon State and Southwest Washington Agreement for the Painting Industry (May 5, 1986 through March 31, 1989) or it successor, to include any amendments.

. The District Council agrees to provide the County the thirty (30) days advance notice of any change of compensation in the Area Agreement. The District Council also agrees to provide the County every six (6) months an hourly wage statement affecting Bridge Maintenance Painters and Supervisor (Foreman).

ADDENDUM A ATTACHMENT

COMPENSATION

Effective July 1, 1988

CLASS TITLE/ NUMBER	HOURLY WAGE RATE EFFECTIVE [7/1/86] 7/1/88	HOURLY PENSION CONTRIBUTION (6 PERCENT)	TOTAL HOURLY WAGE AND PENSION RATE
SIGN PAINTER 3105	$13.02	$0.78	$13.80

ADDENDUM B

MULTNOMAH COUNTY OREGON

Employee Organization Membership Dues

Payroll Deduction Authorization Plan

I, _____, having voluntarily elected to become a member of _____, do hereby authorize Multnomah County as my employer to deduct from my accrued earnings the amount of $_____ per month.

This deduction shall be made only if my accrued earnings are sufficient to cover the above amount after all other authorized payroll deductions have been made.

I agree to indemnify, defend and hold the County harmless against any claims made or suits instituted against Multnomah County as a result of this authorization.

I understand that I may withdraw this authorization at such time as I terminate my membership in the above indicated employee organization or desire to make other payment arrangements directly with the employee organization involved.

Signed:_____ Date:_____

Name of Employee Month Day Year

Name of Employee Organization:_____

ADDENDUM C

DEFINITIONS

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

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

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

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

c. For purposes of determining what constitutes a break in employment after July 1, 1975,

continuous service is terminated by voluntary termination, involuntary termination due to expiration of a layoff list, or discharge for cause.

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

ADDENDUM C

84
5/161

MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

September 8, 1988

Ms. Linda Alexander, Director
Department of General Services
1120 SW Fifth
Portland, OR

Dear Ms. Alexander:

Be it remembered, that at a meeting of the Board of County Commissioners held September 8, 1988, the following action was taken:

In the matter of the Ratification of the Collec-)
tive Bargaining Agreement with the International)
Union of Operating Engineers Local 87, AFL-CIO,)
for period July 1, 1988 to June 30, 1991 R-7)

The above-entitled matter having come before the Board and full consideration having been given thereto, upon motion of Commissioner Miller, duly seconded by Commissioner Casterline, it is unanimously

ORDERED that Multnomah County, Oregon enter into the above-entitled Agreement tendered to and before the Board this date, and that the Board of County Commissioners be and they are hereby authorized and directed to enter into said Agreement for and on behalf of Multnomah County, Oregon.

Commissioner McCoy commended Employee Relations staff for obtaining three year contracts for all the above agreements, and stated that now there will be time for staff to devote to issues other than negotiation.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Labor Relations

DATE SUBMITTED September 1, 1988

(For Clerk's Use)
Meeting Date 9-8-88
Agenda No. R-7

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Local 87 (Operating Engineers) Collective Bargaining Agreement

Informal Only* _____ (Date)

Formal Only September 8, 1988 (Date)

DEPARTMENT General Services DIVISION Labor Relations

CONTACT Kenneth Upton TELEPHONE 248-5015

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Kenneth Upton

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

Request approval of the 1988-1991 collective bargaining agreement with Local 87, AFL-CIO.

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

ACTION REQUESTED:

[ ] INFORMATION ONLY [ ] PRELIMINARY APPROVAL [ ] POLICY DIRECTION [xx] RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 20 minutes

IMPACT:

XX PERSONNEL

[x] FISCAL/BUDGETARY

[ ] General Fund

Other _____

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1988 SEP -2 AM 9:43

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Sandra D. Alexander

BUDGET / PERSONNEL David C. Olson

COUNTY COUNSEL (Ordinances, Resolution, Agreements, Contracts)

OTHER Kenneth Upton, Labor Relations Manager
(Purchasing, Facilities Management, etc.)

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

1988 - 1991

AGREEMENT

BETWEEN

MULTNOMAH COUNTY, OREGON

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 87, AFL-CIO

Labor Relations Section
1120 S.W. Fifth, Suite 1430
Portland, OR 97204-1976

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A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 87, AFL-CIO

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and International Union of Operating Engineers, Local 87, AFL-CIO, hereinafter referred to as the Union.

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

The parties agree as follows:

ARTICLE 2

DEFINITIONS

1. Cause.

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

2. Continuous Service.

Means uninterrupted employment with Multnomah County subject to the following provisions:

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

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

c. For purposes of determining what constitutes a break in employment after July 1, 1975,

continuous service is terminated by voluntary termination, involuntary termination due to expiration of a layoff list, or discharge for cause.

3. Supervisory Employee.

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

4. Permanent Employee.

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

5. Probationary Employee.

A period of six (6) months following initial appointment during which the employer may determine employee competency in the position to which appointed. The final date of the probationary period may be extended

upon the written mutual agreement of the County, the affected employee and the Union. Such extension shall not exceed six (6) months beyond the end of the regular probationary period.

6. Temporary Employee.

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

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

ARTICLE 3

RECOGNITION

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

Specifically excluded from the bargaining unit are temporary employees.

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

ARTICLE 4

MANAGEMENT RIGHTS

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

ARTICLE 5

UNION SECURITY AND CHECK OFF

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

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

a. 0.4615 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

b. 0.4615 of the current monthly service fee, in lieu of dues, from any employee who is a member of the bargaining unit and who has not joined the Union within thirty (30) days of becoming an employee. This service fee shall be segregated by the Union and used on a pro-rata basis solely to defray the cost of its services in negotiating and administering this contract.

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

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

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

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

ARTICLE 5

ARTICLE 6

NO STRIKE

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or at any location where County services are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Union will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross a picket line when directed to perform work which does not properly fall within the scope and jurisdiction of this Local Union. Any employee engaging in any activity in violation of this Article shall be subject to immediate disciplinary action, including discharge, by the County without application of the grievance procedure of this Agreement.

ARTICLE 7

HOLIDAYS

1. Holidays.

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

- Any day the President of the United States and/or the Governor of Oregon declares a holiday for all employees employed in the public sector.
- New Year's Day (January 1st)
- Dr. Rev. Martin Luther King Jr.'s Birthday (3rd Monday in January)
- Washington's Birthday (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans' Day (November 11th or date of County observance)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th)
- Four (4) hours on either Christmas Eve or New Year's Eve at the discretion of the employee with the consent of employee's supervisor, provided that if the supervisor determines that holiday usage on either date is impracticable, the employee shall be credited with four (4) hours of Personal Holiday.
- 2 Personal Holidays
  After six (6) months of employment, Personal Holidays may be used and shall be two (2) days off per year available at the discretion of the employee with the consent of his or her employer. Personal Holiday time will be charged in accordance with the uniform time charging provisions of Article 14. In all cases, Personal Holidays must be taken by the end of each fiscal year (June 30th).

2. Holiday Observance.

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

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

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

3. Holiday Pay.

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

4. Holiday During Leave.

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

5. Holiday Work.

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

ARTICLE 8

VACATION LEAVE

1. Accrual.

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

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

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

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

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

2. Vacation Times.

Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the County and requirement for vacation relief, employees shall have the right to determine vacation times, but in any case, vacation times shall be selected on the basis of seniority; however, each employee will be permitted to exercise his right of seniority only once. Sign up for vacation shall be in weekly increments. Used vacation shall be charged in accordance with the uniform time charging provisions of Article 14.

3. Termination or Death.

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

ARTICLE 9

SICK LEAVE

1. Accrual.

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

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

2. Incentive Conversion.

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

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

3. Bereavement Leave.

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

4. Reporting of Sick Leave.

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

5. Disability Insurance.

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

ARTICLE 10

OTHER LEAVES

1. Leave of Absence.

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

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

2. Jury Duty.

Employees shall be granted leave with full pay in lieu of jury fees any time they are required

to report for jury duty. Any payment received from the court as jury fees shall be returned to the County promptly upon receipt. If an employee is excused or dismissed prior to noon, he or she shall report for work.

3. Voting Time.

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

4. Union Business.

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the County shall, at the written request of the Union, be recommended in accordance with the leave provisions set forth in Multnomah County Code 3.10.260 or its successor for a leave of absence exceeding thirty (30) days. Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union.

5. Educational Leave.

After completing one (1) year of service, an employee, upon request, may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to his or her employment. The

period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended upon the request of the employee when necessary.

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

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

6. Military Leave.

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

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

7. Reimbursement.

The County will reimburse an employee for the cost of tuition for any course of study taken on the employee's own time which, in the County's judgment, is related to the employee's position and will result in improved performance, subject to the County's budgetary limitations and priorities. Employees shall apply for approval of the request for reimbursement at least five (5) days prior to the proposed enrollment. If approved prior to enrollment, the County will make reimbursement within thirty (30) days after proof of satisfactory completion of the course.

ARTICLE 11

HEALTH AND WELFARE

1. Medical-Hospital.

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

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

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

2. Dental Plan.

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

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

It is expressly understood by all parties that benefit levels currently provided by carriers shall be maintained, and any modification to current benefit levels or components therein must be mutually agreed upon by all parties before implementing. Coverage shall include the employee and his or her immediate family i.e., wife or husband and eligible dependent children.

3. Eligible Employees.

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

4. Retirees.

Persons who retire from Multnomah County employment at or after age 60 with ten (10) years of County employment, but before they are eligible for Medicare, shall be carried by the County on the group medical-hospital plan until such time as the person is eligible for Medicare, subject to the limitations of

Sections 1 and 5 of this Article. Retired employees shall be provided the option of continuing these coverages on a self-pay basis on the first day of the month following his or her 65th birthday.

5. 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) for each employee. Upon retirement, employees with fifteen (15) or more years of service will be provided with two thousand dollars ($2,000) coverage. Employees shall designate their beneficiaries.

6. Health and Welfare Labor/Management Consortium.

The County and Union jointly agree to maintain a health and welfare committee/consortium to review, explore, and advise bargaining unit members in respect to fringe benefits and cost effective use of those benefits.

The County and Union will work together with the County's professional benefits consultant to maintain and further develop a state of the arts health and welfare

program that meets the needs of bargaining unit members, with emphasis on cost efficiency, effectiveness, and cost containment in relationship to revenues allocated for fringe benefits.

The County shall have exclusive right in determining whether or not increases to present level of benefits are within budget constraints and priorities.

ARTICLE 12

PENSIONS

1. PERS.

The County shall continue to participate in the Oregon Public Employees Retirement System (PERS) pursuant to the Intergovernmental Integration Agreement between the County and PERS, dated January 22, 1982.

2. Pick-Up.

The County shall continue to "pick-up" the required employee contributions as provided in ORS 237.075.

3. Sick Leave in Application to Final Average Salary

In accordance with the terms of ORS 237.153, one half of the value of accumulated sick leave with pay will be applied to final average salary for the purpose of pension benefit determination.

ARTICLE 13

WORKERS' COMPENSATION AND SUPPLEMENTAL BENEFITS

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

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

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

a. Supplemental benefits shall only be payable for those days compensable under Worker's Compensation Law as time loss on an approved claim.

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

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

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

4. If a Worker's Compensation claim is denied or if the employee accepts a compromise settlement of a disputed claim, the employee's absence from work shall, to the extent not compensated as Worker's Compensation time loss by paid from and charged against his or her sick leave.

5. If a Worker's Compensation claim which has been denied is later held compensable upon appeal, any time loss benefits shall be reimbursed by the employee to the County and the employee's sick leave account credited with an equivalent number of days.

6. Nothing in this Article may be construed to permit borrowing of sick leave not accrued by and available to the employee.

7. The County shall continue to provide medical and dental benefits for employee and dependent(s) from the first day of occupational disability subject to the

limitations of the Health and Welfare Article, if any, for a period of one year 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 supplement benefits paid, throughout the period that the employee receives such benefits.

ARTICLE 14

HOURS OF WORK

1. Work Day.

a. The regular hours of work each shift shall be consecutive except for interruptions for meal periods.

b. Employees on a five (5) day per week work schedule shall work eight (8) hours per day excluding the meal period. (Winter Schedule)

c. Employees on a four (4) day per week work schedule shall work ten (10) hours per day excluding meal period. (Summer Schedule)

2. Work Week.

a. Regular.

Regular work week shall consist of consecutive days, Monday through Friday, of the same number of consecutive hours per day with consecutive days off. In no case shall the work week be for more than forty (40) hours excluding the meal period.

b. Continuous Operations.

Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is

regularly scheduled work for twenty-four (24) hours a day, seven (7) days a week. The work week for employees engaged in continuous operations shall consist of five (5) consecutive days, with two (2) designated days off.

3. Work Schedules.

Work schedules showing the employee's shift, work days, and hours shall be posted on all department bulletin boards at all times. All employees shall be scheduled to work on a regular work shift and each shift shall have regular starting and quitting times. Except for emergency situations and during the duration of the emergency, work schedules for any work shift shall not be changed unless the changes are posted for ten (10) work days.

4. Reduced Work Week.

In the event that the financial budget situation of the County requires a reduced work week for employees covered by this Agreement, the parties agree to meet and discuss scheduling problems which may arise. Such meeting shall be held prior to implementation of the reduced work week.

5. Rest Periods.

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. Rest periods shall be scheduled at the middle of each one half (1/2) shift whenever feasible. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on the next succeeding shift when it is anticipated the overtime is expected to extend a minimum of one and one-half (1-1/2) hours. In addition, they shall be granted the regular rest period that occurs during the shift.

6. Meal Periods.

All employees shall be granted a meal period of not less than thirty (30) minutes during each work shift. Whenever practicable, meal periods shall be scheduled in the middle of the shift. The County shall provide a meal to any employee who is requested to and does work two (2) hours beyond his or her regular quitting time.

7. Uniform Time Charging Provisions

a. Rounding Rule

Time charged for all leaves and compensation for time worked under the terms of this Agreement shall be subject to rounding to the nearest quarter of an hour in accordance with the following rules:

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 15, Wages.

(3) Leaves

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

(4) Management and Employee Rights

The right of management to discipline employees for tardiness is not waived by the above rounding provisions, nor shall the above provision be construed as a right for management to extend the end of the working day beyond the normally scheduled ending time.

8. Clean-Up Time.

Employees occupying labor, trades, or craft positions shall be granted adequate personal clean-up time prior to the end of each work shift. The County shall provide the required facilities for the employee's clean-up. Neither party to this Agreement shall construe "clean-up time" to mean "quit-early time" or "leave-early time".

ARTICLE 15

WAGES

1. Wages and Classification Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Addendum A.

When any position covered by this Agreement not listed on the wage schedule is established, the County may designate a job classification and pay rate for the position. In the event the Union does not agree that the classification and/or rate is proper, the Union shall have the right to submit the issue as a grievance at Step III of the Grievance Procedure. Whenever a supervisor instructs an employee to replace another employee in a higher classification and perform such work for more than one (1) shift, the employee shall be paid for all such work at the rate of pay assigned to the higher classified work in the appropriate step, according to the promotional policy, if any.

2. Pay Period.

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

3. Hazardous or Obnoxious Work.

Employees performing hazardous or obnoxious work, not a part of their normal duties, shall be paid a premium of One Dollar ($1.00) per hour in addition to their regular rate of pay for all hours during which they are required to perform this type of work. This pay shall be in addition to any other rate that may apply to the job. The job classification to which this provision shall apply shall be mutually agreed upon by the Union and the County. If the parties cannot agree, the matter shall be submitted as a grievance at Step III of the grievance procedure.

4. Reporting Time.

Any employee who is scheduled to report for work and who presents himself for work as scheduled, but where work is not available for him, shall be excused from duty and paid at his regular rate for a day's work.

5. Call-In Time.

Any employee called to work outside his regular shift shall be paid for a minimum of four (4) hours at the rate of time and one-half (1-1/2).

6. Overtime.

Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

a. When scheduled to work five (5) days a week:

(1) All authorized work performed in excess of eight (8) hours in any work day.

(2) All authorized work performed in excess of forty (40) hours in any work week.

(3) All work performed on employee's sixth (6th) day shall be paid for at the rate of time and one-half (1-1/2) and the seventh (7th) day at double-time rate, provided the employee has worked such overtime on the sixth (6th) day as was offered to him for that day.

b. When scheduled to work four (4) days a week:

(1) All authorized work performed in excess of ten (10) hours in any work day.

(2) All authorized work performed in excess of forty (40) hours in any work week.

(3) All work performed on employee's fifth (5th) day shall be paid for at the rate of time and one-half (1-1/2) and the sixth (6th) and seventh (7th) days at the double-time rate, provided that the double-time rate shall be paid only when the employee has worked such overtime on the fifth (5th) day as was offered to him on that day. If an employee declines to work on the fifth (5th) day, the sixth (6th) day shall be paid at the rate of time and one-half (1-1/2) and the seventh (7th) day at the double-time rate.

(4) Overtime worked shall be calculated in accordance with the uniform time charging provisions of Article 14.

7. Distribution.

Overtime work shall be distributed equally among employees within the same job classification in each agency; provided, however, that exceptions may be made subject to mutual approval of the County and the Union.

A record of overtime hours worked by or offered to each employee shall be posted on the department bulletin board each month.

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.

8. Mileage Pay.

Whenever an employee is required to work at any location other than his or her permanent place of reporting, he or she shall be paid at the rate of twenty cents ($0.20) per mile or the rate deductible under current Federal Internal Revenue Service regulations, whichever is higher, for the use of his or her personal transportation from his or her permanent reporting place to and from the temporary new location. All employees shall be allowed pay from the time of reporting to their permanent reporting place, and this shall end when they return to their permanent reporting place. The four permanent reporting places shall be: Yeon Shops, the Ford Building, Justice Center/Courthouse, and the Donald E. Long Home.

9. Shift Differential.

In addition to the established wage rates, the County shall pay an hourly premium of thirty-five cents ($0.35) to employees for all hours worked on shifts beginning between the hours of 3:00 p.m. and 11:00 p.m.

For all hours worked on shifts beginning between 11:00 p.m. and 6:00 a.m., the County shall pay an hourly premium of fifty-five cents ($0.55) to employees for each hour worked during that period. Relief shifts will be paid sixty-five cents ($0.65) per hour for all hours worked.

ARTICLE 16

DISCIPLINARY ACTION

1. Employees may, be subject to disciplinary action by suspension, oral or written reprimand, demotion, reduction in pay, or dismissal; provided, however, that such action shall take effect only after the appointing authority gives written notice of the action and cause to the employee and mails such notice to the Union. This notice provision shall not apply to oral or written reprimands; provided, however, that a copy of any written reprimand must be mailed to the Union on the date of issuance.

2. Any permanent, nonprobationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to appeal the action through the Grievance Procedure.

The standard of review of disciplinary actions appealed under this section shall be the "in good faith for cause" standard.

3. Personnel Files.

a. An employee or his or her representative, with written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or his or her authorized representative shall be given a copy of any materials in his or her personnel file.

b. Except as provided below, an employee may request and have removed from his or her personnel file any letter of reprimand more than three (3) years old.

c. All derogatory material resulting in disciplinary action which is five (5) years old or more shall be removed from the employee's personnel file and destroyed.

ARTICLE 17

SETTLEMENT OF DISPUTES

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

> Step I: After first attempting to resolve the grievance informally, any employee or the Union may present in writing such grievance to the employee's Section or Division head through the immediate supervisor within ten (10) working days of the alleged contractual violation. If, at the time of the alleged violation, the employee or his or her representative is unaware of its occurrence, a grievance may be presented in writing within ten (10) working days of the time the employee first has knowledge or should have had knowledge of its occurrence. A grievance may not be initiated concerning an event after sixty (60) days have elapsed; however, in no way is this provision to be interpreted as affecting the pursuance of grievances which are of a continuing nature (i.e., the breach continues and is not a single isolated incident). The grievance notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The supervisor shall then attempt to adjust the matter and respond, in writing, to the employee or his or her representative within five (5) working days.
>
> Step II: If the grievance has not been answered or resolved, it may be presented in writing by the employee or his or her representative to the department head within ten (10) working days after the response is due from the supervisor.

The department head shall respond to the employee or his or her representative, in writing, within five (5) working days.

Step III: If the grievance has not been answered or resolved at Step II, it may be presented, in writing, by the grievant to the County Chair, or his or her designee(s), within ten (10) working days after the response of the department head is due. The County Chair, or his or her designee(s), shall respond in writing to the grievant within five (5) working days.

County Grievances: When the County has a grievance, it may be presented in writing to the Union through the County Executive or his or her representative. The parties will each then promptly appoint two (2) persons to serve as a Board of Adjustment to consider the grievance of the County and resolve the dispute. If the Board of Adjustment is unable to resolve the dispute within ten (10) days of the notification to the Union, then the County may request arbitration under Step V of this Grievance Procedure by written notice to the other party. This procedure for County grievances is not exclusive and the County expressly retains the right to alternately proceed with any other action, including court proceedings, it may deem in its discretion to be advisable or warranted.

Step IV: If the grievance has not been answered or resolved at Step III, either party may, within ten (10) working days after the expiration of time limit specified in Step III, request arbitration by written notice to the other party.

Step V: Arbitration. After the grievance has been submitted to arbitration, the parties, or their representatives, shall jointly request the Oregon Mediation and Conciliation Service for a list of the names of seven (7) arbitrators. The parties shall select an arbitrator from the list by mutual agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of

names; the order of striking to be determined by lot. One day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.

No less than five (5) days prior to the scheduled arbitration, the parties shall submit to the designated arbitrator a signed stipulation of the issue before the arbitrator. In the event the parties are unable to stipulate the issue in dispute, each party shall, not later than four (4) days prior to the scheduled arbitration, submit to the arbitrator and the other party a signed statement of the issue that party asserts is in dispute.

The arbitrator shall be requested to begin taking evidence and testimony within twenty-five (25) days after submission of the request for arbitration; and he or she shall be requested to issue his or her decision within thirty (30) days after the conclusion of testimony and argument. The parties hereby vest the arbitrator with authority to compel the attendance of witnesses on behalf of either party by issuance of a subpoena, the cost of which shall be borne by the party requesting the subpoena.

The arbitrator's decision shall be final and binding, but he or she shall have no power to alter, modify, amend, add to, or detract from the terms of the Contract. His or her decision shall be within the scope and terms of the Contract and in writing. Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior to the date the grievance was first filed with the supervisor, and it shall state the effective date of the award.

Expense for the arbitration shall be borne by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, on the condition that it pays for the record and makes copies available without charge to the other party and the arbitrator.

Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. A grievance may be terminated at any time upon receipt of a signed statement from the aggrieved party that the matter has been resolved.

2. Stewards and the Processing of Grievances.

a. Employees selected or elected by the Union as employee representatives shall be known as "Stewards". The names of the stewards and the names of other Union representatives who may represent employees shall be certified in writing to the County by the Union. Stewards may investigate and process grievances during working hours without loss of pay. All efforts will be made to avoid disruptions and interruptions of work.

b. Departure from the established Grievance Procedure outlined in this Article by any employee shall automatically nullify the Union's obligation to process the grievance.

ARTICLE 18

GENERAL PROVISIONS

1. No Discrimination.

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, or political affiliation. It is further agreed that there will be no discrimination against the handicapped unless bona fide job related reasons exist. The Union shall share equally with the County the responsibility for applying the provisions of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

The County and the Union agree not to interfere with the rights of employees to become members or refrain from becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the County or Union or any County or Union representative against any employee because of Union membership or any employee activity in an official capacity on behalf of the Union, or for any other cause,

provided such activity or other cause does not interfere with the effectiveness and efficiency of County operations in serving and carrying out its responsibility to the public.

2. Bulletin Boards.

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

3. Visits by Union Representatives.

The County agrees that the Business Manager or his or her Assistant, accredited representatives of the International Brotherhood of Operating Engineers, Local 87, AFL-CIO, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct Union business.

4. Changes in Existing Conditioning.

The County will solicit and be receptive to the input of the Union regarding changes in existing working conditions proposed by the County, and any such changes shall not be made for arbitrary or capricious reasons.

Any unresolved dispute as to the reasonableness of a change in existing working conditions shall be resolved through the grievance procedure.

Whenever any existing conditions are changed, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days prior to becoming effective.

5. Rules.

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

b. The County agrees to furnish each employee in the bargaining unit with a copy of the Collective Bargaining Agreement sixty (60) days after the signing of this Agreement.

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

d. The County shall provide new employees a copy of the Agreement and rules at time of hire.

e. Any dispute as to the reasonableness of any new rule, or any dispute involving discrimination in the application of new or existing rules may be resolved through the grievance procedure.

ARTICLE 18

6. Tool Replacement.

The County agrees to replace all tools furnished by employees when such tools become damaged beyond usability or are lost or stolen while on the job. A "proof of loss by theft" statement must be signed by the employee prior to recovery for theft.

7. Uniforms and Protective Clothing.

If an employee is required to wear a uniform, protective clothing, or any type of protective device, such uniform, protective clothing, or protective device shall be furnished by the County; the cost of maintaining the uniform or protective clothing or device including initial tailoring, shall be paid by the County, in accordance with the current practice. The County will provide and maintain protective clothing for any employee required to work in sewer manholes.

8. Seniority.

a. Seniority will be determined as follows:

(1) Total length of continuous service within the affected job classification within the affected department; if a tie occurs, then

(2) Total length of continuous service within the affected Department; if a tie occurs, then

(3) Total length of continuous service within the County; if a tie occurs, then

(4) Score on the last performance evaluation awarded under the system to be developed in accordance with MCC 3.10.130; if no system exists, then score on original entrance examination.

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

(1) Part-time work within the same classification will be counted on a pro-rated hourly basis.

(2) Time spent on authorized leave without pay that exceeds thirty (30) calendar days will not count.

(3) Time spent in a trainee capacity (e.g., PEP, WIN, CETA, or other state or federally funded programs) will not be included.

(4) Time spent in classification in previous government service will be included if the employee transferred in accordance with ORS 236.610 through 236.650.

(5) Time spent on layoff will not count.

c. Seniority shall be forfeited by discharge for cause or voluntary termination.

d. On May 15 of each year, the County shall furnish to the Union sufficient copies of a seniority roster of all employees assigned to the classifications listed in Addendum A.

e. Employees may protest their seniority designation through the grievance procedure outlined in this agreement.

9. Reduction in Force.

Layoffs will be in accordance with Multnomah County Code 3.10.250 or its successor and the Personnel Rules pertaining thereto.

10. Contract Work.

a. Unless mutually agreed, the County will not contract out or subcontract any work now performed by employees covered by this Agreement when such would result in loss of employment by any bargaining unit employee(s) and the County is unable to find suitable or comparable alternate employment for the employee(s). However, this provision shall not apply to contracting out or subcontracting work such was anticipated and considered as a part of and during budget procedures.

b. If during the budget procedure contracting or subcontracting is considered, the County agrees to meet with the Union to discuss the effect of such action prior to the discussion of such proposals by the budget committee.

c. The County further agrees to meet with the Union, at its request, to explore the alternative of work force reduction by attrition. The County also agrees that to the extent practicable transfers shall be made to open vacancies and re-employment of employees affected by such action shall occur for as long as they are so qualified in accordance with established layoff guidelines. The Union agrees to assist the County in minimizing the impact on such affected employees.

11. Shift Assignment.

Whenever there is more than one shift within the same job classification, employees shall be granted, at their request, preference of shift including days off according to their respective seniority within the affected classification of the division; provided, however, that following original selection of shift, changes may be made only when a vacancy occurs on another shift, and further provided that the employee is qualified to perform the duties set forth in the job description for the position on the other shift.

Disputes concerning the qualifications of an employee to select a shift may be filed as a grievance in accordance with Article 17.

12. Safety Rules.

The County will furnish all safety devices necessary to comply with existing and future State and Federal Safety requirements. No employee will be disciplined for refusal to violate the Safety Codes or the Laws of the State of Oregon.

13. Supremacy of Contract.

To the extent allowable by law, whenever a conflict arises between this Agreement and Multnomah County Code 3.10 et. seq. or its successor, this Agreement shall prevail.

14. Performance Evaluation Process

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

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

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

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

ARTICLE 19

SAVINGS CLAUSE AND FUNDING

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

2. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are, therefore, contingent upon sources of revenue and annual budget approval. The County has no intention of cutting the

wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget request pursuant to established budget procedures. This Section 2 and County action hereunder shall not be subject to the Resolution of Disputes Procedures hereinbefore set out.

ARTICLE 20

ENTIRE AGREEMENT

Entire Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions, and terms affecting unit employees in their employment relationship with the County shall be governed by the rules and regulations of the Employee Relations Division and by Multnomah County Code 3.10, or its successor. The County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even

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

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

ARTICLE 21

TERMINATION

This Agreement shall be effective as of the 1st day of July, 1988, and shall remain in full force and effect through the 30th day of June, 1991, and shall be automatically renewed from year-to-year thereafter, unless either party notifies the other in writing between January 1, 1991, and March 1, 1991, that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 8th day of September, 1988.

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 87, AFL-CIO

BY _____
Business Agent

MULTNOMAH COUNTY, OREGON
BOARD OF COMMISSIONERS

BY _____
County Chair

BY _____
Commissioner

BY _____
Commissioner

BY _____
Commissioner

BY _____
Commissioner

NEGOTIATED BY:

_____
Kenneth Upton
Labor Relations Manager
Multnomah County, Oregon

APPROVED AS TO FORM:

_____
Laurence Kressel
County Counsel
Multnomah County, Oregon

2196F

ADDENDUM A

WAGES AND CLASSIFICATIONS

OPERATING ENGINEERS

Effective July 1, 1988

---

1. Wages.

a. July 1, 1988.

Effective July 1, 1988, the rates and ranges of employees covered by this Agreement shall be increased three and two tenths percent (3.2%), and they shall be compensated in accordance with the attached table.

b. July 1, 1989.

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

(% increase in CPI)		(%)
((National Urban Wage Earners)	=	(increase)
(and Clerical Workers Index -)		(in each)
(March 1988 to March 1989))		(wage rate)

The minimum adjustment made shall be two percent (2%).

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

c. July 1, 1990.

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

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

The minimum adjustment made shall be two percent (2%).

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

d. "No Less Than" Guarantee

Notwithstanding the provisions of sections "a", "b', and "c" above, in no event shall the general wage increase granted to employees in this bargaining unit be less than that granted to Local 88, AFSCME, AFL-CIO in each of the fiscal years cited.

2. Reopener.

In the event that the County's estimated general fund resources in the executive budget for 1989-1990 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, due to any passage of property tax limitation measures, the terms of Section "1.b." above shall not be implemented and negotiations will commence on or before April 15, 1989, for substitute terms for Addendum A, Section 1. b.

ADDENDUM A

In the event that the County's estimated general fund resources in the executive budget for 1990-1991 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, due to any passage of property tax limitation measures, the terms of Section "1.c", above shall not be implemented and negotiations will commence on or before April 15, 1990, for substitute terms for Addendum A, Section 1. c.

3. LeadworkerA

In a department where three (3) or more engineers are employed or work together without on site supervision there will be a leadworker assigned. Assignment and selection of such leadworker shall be at the sole discretion of the County. The Lead pay for the engineer leadworker shall be calculated by increasing the base hourly pay rate by six percent (6%).

ADDENDUM A ATTACHMENT

WAGES AND CLASSIFICATIONS

OPERATING ENGINEERS

Effective July 1, 1988

CLASS TITLE	HOURLY WAGE RATE	HOURLY PENSION CONTRIBUTION (6%)	TOTAL HOURLY WAGE AND PENSION RATE
PLANT MAINTENANCE ENGINEER (6120)	$13.19	$0.79	$13.98
HVAC ENGINEER (6121)	$13.97	$0.84	$14.81

ADDENDUM B

MULTNOMAH COUNTY OREGON

Employee Organization Membership Dues

Payroll Deduction Authorization Plan

I, _____, having voluntarily elected to become a member of _____, do hereby authorize Multnomah County as my employer to deduct from my accrued earnings the amount of $_____ per month.

This deduction shall be made only if my accrued earnings are sufficient to cover the above amount after all other authorized payroll deductions have been made.

I agree to indemnify, defend and hold the County harmless against any claims made or suits instituted against Multnomah County as a result of this authorization.

I understand that I may withdraw this authorization at such time as I terminate my membership in the above indicated employee organization or desire to make other payment arrangements directly with the employee organization involved.

Signed:_____ Date:_____
Name of Employee Month Day Year

Name of Employee Organization: _____

ADDENDUM B

84/F161

MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

September 8, 1988

Mr. John Angell, Director
Department of Justice Services
1120 SW Fifth
Portland, OR

Dear Mr. Angell:

Be it remembered, that at a meeting of the Board of County Commissioners held September 8, 1988, the following action was taken:

Request of the Director of Justice Services for approval of Budget Modification DJS #4 making an appropriation transfer in the amount of $4,938 within District Attorney from Capital Outlay to Personal Services, and reclassifying two Office Assistant II positions to Office Assistant III positions in the Child Support Unit R-8

Commissioner Kafoury explained this transfer will assist the District Attorney to reclassify two secretaries to reflect duties being performed. She moved, duly seconded by Commissioner Miller, unanimously

ORDERED that said request be approved, and budget modification be implemented.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
District Attorney
Employee Relations

BUDGET MODIFICATION NO. DJS #4

(For Clerk's Use) Meeting Date 9/8/88
Agenda No. R-8

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR September 20, 22, 1988 (Date)

DEPARTMENT Justice Services DIVISION District Attorney
CONTACT Kelly Bacon TELEPHONE 248-3105
*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Kelly Bacon

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

Reclassification of OA 2 positions in the Child Suppor Unit, DA's Office

(Estimated Time Needed on the Agenda)

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

[X] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification would increase the personal services budget by creating two (2) new office assistant 3 positions and deleting two (2) existing office assistant 2 positions. These position reclassifications are the result of additional duties and responsibilities assigned to clerical personnel to operate in the collection and enforcement of child support obligations.

The capital outlay appropriation has been reduced to provide funding for the increased personnel costs.

BOARD OF COUNTY COMMISSIONERS
1988 AUG 31 AM 9:11
MULTNOMAH COUNTY
OREGON

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

None

To Budget 9/32/88.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

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

After this modification $_____

Originated By	Date	Department Director	Date
		John Angell	
Finance/Budget	Date	Employee Relations	Date
Tony Kodad		Lynda H. Wrigley	8/29/88
Board Approval		for colette Summers	Date
Barbara E. Jones	9/8/88		

0543B/7-85

EXPENDITURE
TRANSACTION EB [ ] GM [ ] TRANSACTION DATE_____ ACCOUNTING PERIOD _____ BUDGET FY____

Document Number	Action	Fund	Agency	Organi-zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		156	020	2432		240B	5100			3,492		Permanent
		156	020	2432		240B	5500			1,315		Fringe
		156	020	2432		240B	5550			131		Insurance
		156	020	2432		240B	8400			(4,938)		Capital Outlay
		400	040	7231			6580			131		Claims Paid
TOTAL EXPENDITURE CHANGE										0		TOTAL EXPENDITURE CHANGE

REVENUE
TRANSACTION RB [ ] GM [ ] TRANSACTION DATE_____ ACCOUNTING PERIOD _____ BUDGET FY____

Document Number	Action	Fund	Agency	Organi-zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		400	040	7231			6602			131		Svc Reimb (GF to Ins. Fd)
TOTAL REVENUE CHANGE												TOTAL REVENUE CHANGE

0543B/7-85

PERSONNEL DETAIL FOR BUD MOD NO. DJS #3

Note this says #3 but was attached to DJS #4 for approval on the 5/18/88 BD

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full action affects onl this year.)

FTE Increase (Decrease)	POSITION TITLE	Annualized BASE PAY Increase (Decrease)	Annualized FRINGE Increase (Decrease	Annualized TOTAL Increase (Decrease)
2.0	Office Assistant 3	36,680	15,152	51,832
(2.0)	Office Assistant 2	(32,019)	(13,230)	(45,249)
	TOTAL CHANGE (ANNUALIZED)	4,661	1,922	6,583

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Full Time Positions, Part-Time, Overtime, or Premium	Explanation of Change	Current FY BASE PAY Increase (Decrease)	Current FY FRINGE Increase (Decrease	Current FY TOTAL Increase (Decrease)
2.0	OA 3 - 9 mos.	27,510	11,364	38,874
(2.0)	OA 2 - 9 mos.	24,016	9,916	(33,932)
Total		3,490	1,448	4,938

84
5/61

MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

September 8, 1988

Mr. John Angell, Director
Department of Justice Services
1120 SW Fifth
Portland, OR

Dear Mr. Angell:

Be it remembered, that at a meeting of the Board of County Commissioners held September 8, 1988, the following action was taken:

In the matter of ratification of an intergovernmental agreement between the Sheriff's Office and the City of Portland Police Bureau for fingerprinting and photographing of individuals arrested for crimes, for period July 1, 1988 to June 30, 1989 R-9

Upon motion of Commissioner Kafoury, duly seconded by Commissioner Miller, it is unanimously

ORDERED that said intergovernmental agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Sheriff
Finance
Purchasing
Harriet Weber

DATE SUBMITTED 8/29/88

AUG 24 1988

(For Clerk's Use)
Meeting Date 9/8/88
Agenda No. R-9

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Intergovernmental Agreement

Informal Only* Augsut 30, 1988 (Date)

Formal Only September 1, 1988 (Date)

DEPARTMENT Sheriff's Office **DIVISION**

CONTACT Bill Wood 248-5145/Sally Anderson **TELEPHONE** 255-3600

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

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

Intergovernmental Agreement between Multnomah County Sheriff's Office and City of Portland, Police Bureau. City to provide services to fingerprint and photograph individuals arrested for crimes.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
88 AUG 31 AM 9:11

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other

To Marcia 9/30/88

RECEIVED
AUG 25 1988
DEPARTMENT OF
JUSTICE SERVICES

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: John Angell
Fred B. Pearce/sw

BUDGET / PERSONNEL See CAF

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) See CAF

OTHER
(Purchasing, Facilities Management, etc.)

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

PD 92

MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See instructions on reverse side)

TYPE I

- ☐ Professional Services under $10,000
- ☐ Revenue
- ☐ Grant Funding
- ☒ Intergovernmental Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

TYPE II

- ☐ Professional Services over $10,000 (RFP, Exemption)
- ☐ PCRB Contract
- ☐ Maintenance Agreement
- ☐ Licensing Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

RETURN TO BARBARA ERLER

Contact Person Chief Joseph S. Golden Phone 248-5129 Date 6/30/88

Department Mult. Co. Sheriff's Office Division Corrections Branch Bldg/Room 119/307

Description of Contract The City of Portland, Police Bureau, to provide services to fingerprint and photograph individuals arrested for crimes.

RFP/BID # _____ Date of RFP/BID _____ Date of Exemption _____

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name ~~City of Portland~~
Mailing Address ~~1111 S.W. Second Avenue~~
~~Portland, Oregon 97204~~
Phone ~~796-3362~~
Employer ID# or SS# _____

Effective Date July 1, 1988

Termination Date June 30, 1989

Total Amount of Agreement $ 160,113

Payment Terms
☐ Lump Sum $ _____
☐ Monthly $ _____
☐ Other $ _____

☐ Requirements contract-requisition required
Purchase Order No. _____

Required Signatures:

Department Head Fred B Peters Date 7-13-88

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date 7-17-88

Budget Office _____ Date 7/24/88

County Executive/Sheriff _____ Date 7-25-88

TRANSACTION CODE	P O	AGENCY		PO DATE (m m d d y y)	ACCOUNTING PERIOD (m m y y)	BUDGET FY (y y)	ACTION ☐ Original Entry (E) ☐ Adjustment (M)
VENDOR CODE	VENDOR NAME				TOTAL AMOUNT	$	

LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
	200449	100	020	3814		6110				$	
										$	
										$	
										$	

WHITE – PURCHASING CANARY – INITIATOR PINK – CLERK OF THE BOARD GREEN – FINANCE GOLDENROD – BUDGET

CITY/COUNTY IDENTIFICATION AGREEMENT

The City of Portland (Portland Police Bureau and the County of Multnomah) and the Sheriff agree as follows:

A. GENERAL SCOPE

The Multnomah County Sheriff (hereinafter referred to as Sheriff) maintains within the Multnomah County Detention Center a reception unit which fingerprints and photographs individuals arrested and incarcerated for crimes. The City of Portland Bureau of Police (hereinafter referred to as Police) maintains an Identification Section which has expertise in fingerprinting and photographing individuals arrested for crimes.

The Sheriff requires adequate and proper fingerprinting and photographing of individuals processed through the Reception Unit.

Oregon revised statutes in Chapter 190 provides for intergovernmental agreements. Therefore, the Sheriff and Police agree to the following:

1. The Sheriff and Police agree to maintain an effective identification process for the purpose of fingerprinting and photographing arrested persons.

2. The Police agree to assign one identification technician to the Reception Unit each working shift. The identification technician shall operate within the Reception Unit on a seven day per week, 24 hour per day basis. The Sheriff agrees to pay wages and fringe of no less than three identification technicians.

3. The Police shall bill the Sheriff for an amount of $160,113 for fiscal year 1988-89; this billing shall be in four equal amounts and submitted to the Sheriff by September 30, 1988; December 31, 1988; March 31, 1989; and June 1, 1989. (The last quarter billing is earlier, in order to facilitate payment within the fiscal year.) The Sheriff shall send payment no later than thirty (30) days after receipt of each quarterly billing. In no event shall the total amount under this agreement exceed $160,113.

4. The Police shall have administrative authority for the establishment of standards of performance of identification technicians, standards for the processing of photographs and fingerprints and other matters that are directly related to the technical aspect of the identification process.

   The Sheriff shall have the administrative authority for directing the identification process (fingerprinting and photographing) of persons brought into the Reception Unit of the Multnomah County Detention Center. The Reception Unit shall remain a function of the Multnomah County Sheriff's Office and the booking process is a responsibility of the Sheriff.

   In event of a dispute between the parties as to the extent and nature of the duties and functions of personnel assigned to the Reception Center the resolution shall be made by the Chief of Police and the Sheriff or their delegated representatives.

5. The Sheriff agrees to provide adequate work space for police for the performance of the identification processing including photography, fingerprint classifying and telephonic communications.

6. The Police agree to furnish all photography equipment and supplies, maintain fingerprint equipment and supplies, and handle all administrative duties involving fingerprint cards and photographs.

7. The Police agree to provide the Sheriff with identification photographs upon request.

8. All police personnel transferred to the Reception Unit Identification Section shall remain employees of the Police Bureau. The County shall not be called upon to assume any liability for the direct payment of any salaries, wages, insurance, or other compensation or indemnity to any police employee for any injury or sickness arising out of his participation in this section. No police employee shall have any County pension or other status rights under the provision of County employment.

9. Both parties are subject to the Oregon State Tort Claims Act, ORS 30.265, et. seq. The scope and limits of any and all liability for injury or damaged property of any third person shall be imposed in accordance with this law.

B. TERM

This agreement shall extend from July 1, 1988, through, and including, June 30, 1989, unless earlier terminated in accordance with Section C of this agreement.

C. TERMINATION

1. This agreement may be terminated upon 60 days mutual written consent of the parties or upon 90 days written notice by one party.

2. Termination under any provision of this paragraph shall not affect any rights, obligations, or liability of the City or County which accrued prior to such termination.

D. MODIFICATION

This agreement may be modified by mutual consent of the parties. Any modification to provisions of this agreement shall be reduced to writing and signed by the parties.

E. INTEGRATION

This agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements.

F. NOTICES

All notices pursuant to the terms of the agreement shall be addressed as follows:

Notices to the City: Richard Walker, Chief, Bureau of Portland Police.

Notices to County: Fred B. Pearce, Sheriff, Multnomah County Sheriff's Office.

COUNTY OF MULTNOMAH, OREGON

By

Fred B. Pearce, Sheriff

7-25-88
Date

By

Date

Approved as to Form:

Laurence Kressel
County Counsel for Multnomah County

By

CITY OF PORTLAND, OREGON

By

Mayor J. E. Bud Clark

8/9/88
Date

By

Auditor, City of Portland

Date

Approved as to Form:

Jeffrey L. Rogers
City Attorney

By

R Williams, deputy

0660e/8304A

ORDINANCE No. 161075

*Contract with Multnomah County for mutual operation of a criminal identification process.

The City of Portland ordains;

Section 1. The Council finds:

1. In the past, the City and Multnomah County have mutually cooperated in an agreement to carry out fingerprinting and photographing processes for identification of alleged criminals.

2. The City and the County desire to continue that cooperation and to enter into an agreement concerning it.

NOW, THEREFORE, the Council directs:

a. That the Mayor and the City Auditor are authorized to execute an agreement with Multnomah County for mutual cooperation in providing fingerprinting and photographing services, on the terms and conditions set forth in the Agreement, a copy of which, marked Exhibit A, is attached to this ordinance.

Section 2. The Council declares that an emergency exists in that for effective law enforcement the mutual cooperation between the City and the County are necessary; therefore, this ordinance shall be in effect from its passage by Council.

Passed by the Council, JUL 27 1988

Mayor J.E. Bud Clark
TWilliams:kbr
July 14, 1988

BARBARA CLARK
Auditor of the City of Portland
By _____ Deputy

CITY/COUNTY IDENTIFICATION AGREEMENT

The City of Portland (Portland Police Bureau and the County of Multnomah) and the Sheriff agree as follows:

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The Sheriff requires adequate and proper fingerprinting and photographing of individuals processed through the Reception Unit.

Oregon revised statutes in Chapter 190 provides for intergovernmental agreements. Therefore, the Sheriff and Police agree to the following:

1. The Sheriff and Police agree to maintain an effective identification process for the purpose of fingerprinting and photographing arrested persons.

2. The Police agree to assign one identification technician to the Reception Unit each working shift. The identification technician shall operate within the Reception Unit on a seven day per week, 24 hour per day basis. The Sheriff agrees to pay wages and fringe of no less than three identification technicians.

3. The Police shall bill the Sheriff for an amount of $160,113 for fiscal year 1988-89; this billing shall be in four equal amounts and submitted to the Sheriff by September 30, 1988; December 31, 1988; March 31, 1989; and June 1, 1989. (The last quarter billing is earlier, in order to facilitate payment within the fiscal year.) The Sheriff shall send payment no later than thirty (30) days after receipt of each quarterly billing. In no event shall the total amount under this agreement exceed $160,113.

4. The Police shall have administrative authority for the establishment of standards of performance of identification technicians, standards for the processing of photographs and fingerprints and other matters that are directly related to the technical aspect of the identification process.

   The Sheriff shall have the administrative authority for directing the identification process (fingerprinting and photographing) of persons brought into the Reception Unit of the Multnomah County Detention Center. The Reception Unit shall remain a function of the Multnomah County Sheriff's Office and the booking process is a responsibility of the Sheriff.

   In event of a dispute between the parties as to the extent and nature of the duties and functions of personnel assigned to the Reception Center the resolution shall be made by the Chief of Police and the Sheriff or their delegated representatives.

5. The Sheriff agrees to provide adequate work space for police for the performance of the identification processing including photography, fingerprint classifying and telephonic communications.

6. The Police agree to furnish all photography equipment and supplies, maintain fingerprint equipment and supplies, and handle all administrative duties involving fingerprint cards and photographs.

7. The Police agree to provide the Sheriff with identification photographs upon request.

8. All police personnel transferred to the Reception Unit Identification Section shall remain employees of the Police Bureau. The County shall not be called upon to assume any liability for the direct payment of any salaries, wages, insurance, or other compensation or indemnity to any police employee for any injury or sickness arising out of his participation in this section. No police employee shall have any County pension or other status rights under the provision of County employment.

9. Both parties are subject to the Oregon State Tort Claims Act, ORS 30.265, et. seq. The scope and limits of any and all liability for injury or damaged property of any third person shall be imposed in accordance with this law.

B. TERM

This agreement shall extend from July 1, 1988, through, and including, June 30, 1989, unless earlier terminated in accordance with Section C of this agreement.

C. TERMINATION

1. This agreement may be terminated upon 60 days mutual written consent of the parties or upon 90 days written notice by one party.

2. Termination under any provision of this paragraph shall not affect any rights, obligations, or liability of the City or County which accrued prior to such termination.

D. MODIFICATION

This agreement may be modified by mutual consent of the parties. Any modification to provisions of this agreement shall be reduced to writing and signed by the parties.

E. INTEGRATION

This agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements.

F. NOTICES

All notices pursuant to the terms of the agreement shall be addressed as follows:

Notices to the City: Richard Walker, Chief, Bureau of Portland Police.

Notices to County: Fred B. Pearce, Sheriff, Multnomah County Sheriff's Office.

COUNTY OF MULTNOMAH, OREGON

By

Fred B. Pearce

Fred B. Pearce, Sheriff

7-25-88

Date

By

Date

CITY OF PORTLAND, OREGON

By

J. Bud Clark

Mayor J. E. Bud Clark

8/9/88

Date

By

Barbara Clark

Auditor, City of Portland

8/12/88

Date

Approved as to Form:

Laurence Kressel
County Counsel for Multnomah County

By

Approved as to Form:

Jeffrey L. Rogers
City Attorney

By

T. Williams, deputy

0660e/8304A

ORDINANCE No. 161075

*Contract with Multnomah County for mutual operation of a criminal identification process.

The City of Portland ordains;

Section 1. The Council finds:

1. In the past, the City and Multnomah County have mutually cooperated in an agreement to carry out fingerprinting and photographing processes for identification of alleged criminals.

2. The City and the County desire to continue that cooperation and to enter into an agreement concerning it.

NOW, THEREFORE, the Council directs:

a. That the Mayor and the City Auditor are authorized to execute an agreement with Multnomah County for mutual cooperation in providing fingerprinting and photographing services, on the terms and conditions set forth in the Agreement, a copy of which, marked Exhibit A, is attached to this ordinance.

Section 2. The Council declares that an emergency exists in that for effective law enforcement the mutual cooperation between the City and the County are necessary; therefore, this ordinance shall be in effect from its passage by Council.

Passed by the Council, JUL 27 1988

Mayor J.E. Bud Clark
TWilliams:kbr
July 14, 1988

BARBARA CLARK
Auditor of the City of Portland
By _____ Deputy

DATE SUBMITTED _____ AUG 25 1988

(For Clerk's Use)
Meeting Date 9/8/88
Agenda No. R-10

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: INTERGOVERNMENTAL AGREEMENT

Informal Only* September 6 (Date)

Formal Only September 8 (Date)

DEPARTMENT Sheriff's Office **DIVISION** _____

CONTACT Bill Wood/Sally Anderson **TELEPHONE** 255-3600X 248-5145

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

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

Intergovernmental agreement with Portland Community College to provide GED instructin for inmates within the correctional facilities in addition to instructional hours currently being provided and funded by PCC.

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

☐ PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other _____

To Denise 9/30/88

RECEIVED
AUG 29 1988
DEPARTMENT OF
JUSTICE SERVICES

BOARD OF COUNTY COMMISSIONERS 1988 SEP -1 AM 8:55 MULTNOMAH COUNTY OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Sally Anderson/mw

BUDGET / PERSONNEL See CAF

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) See CAF

OTHER _____
(Purchasing, Facilities Management, etc.)

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

PD 92

MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See instructions on reverse side)

TYPE I

- ☐ Professional Services under $10,000
- ☐ Revenue
- ☐ Grant Funding
- ☒ Intergovernmental Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

TYPE II

- ☐ Professional Services over $10,000 (RFP, Exemption)
- ☐ PCRB Contract
- ☐ Maintenance Agreement
- ☐ Licensing Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Bill Wood Phone 248-3256 Date 6/21/88

Department Sheriff's Office Division Corrections Bldg/Room 119/307

Description of Contract Provide GED instruction for inmates within the correctional facilities in addition to instructional hours currently being provided and funded by PCC.

RFP/BID # _____ Date of RFP/BID _____ Date of Exemption _____

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name Portland Community College
Mailing Address 1200 S.W. 49th Avenue
Portland, Oregon 97219
Phone 777-8020
Employer ID# or SS# 93-057-5187

Effective Date July 1, 1988

Termination Date June 30, 1989

Total Amount of Agreement $ 12,000.00

Payment Terms
- ☐ Lump Sum $ _____
- ☐ Monthly $ _____
- ☒ Other $ as billed monthly

☐ Requirements contract-requisition required
Purchase Order No. _____

Required Signatures:

Department Head Fred B. Pearce* Date 6/28/88

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel Sandra Duffy Date 6-29-88

Budget Office Jamy Tedder Date 7/6/88

County Executive/Sheriff FB Pearce Date 7-21-88

TRANSACTION CODE	P O	AGENCY		PO DATE (m m d d y y)	ACCOUNTING PERIOD (m m y y)	BUDGET FY (y y)	ACTION ☐Original Entry (E) ☐Adjustment (M)
VENDOR CODE		VENDOR NAME			TOTAL AMOUNT	$	

LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
	201108	100	020	4130			6110			$	
										$	
										$	
										$	

WHITE – PURCHASING CANARY – INITIATOR PINK – CLERK OF THE BOARD GREEN – FINANCE GOLDENROD – BUDGET

INTERGOVERNMENTAL AGREEMENT

PORTLAND COMMUNITY COLLEGE - MULTNOMAH COUNTY

GED INSTRUCTION AGREEMENT

This agreement, made and entered into by Portland Community College and Multnomah County, a home rule subdivision of the State of Oregon; hereinafter referred to as County; deals with the provision of educational instruction for inmates leading to a General Equivalency Diploma. The following provisions shall comprise this agreement.

I. RECITATION

A. Portland Community College, a college sanctioned by the State of Oregon to provide GED instruction and testing, maintains a GED/ABE instructional program both on campus and in other locations.

B. The County desires to maintain a GED instructional program for inmates in the County correctional facilities.

C. ORS Chapter 190 provides for intergovernmental cooperative agreements for the performance of functions and activities of either party by the other, in the interest of furthering economy and efficiency in local government, and into that end declares that the provisions of ORS 190.003 to 190.110 shall be literally construed.

II. SERVICES TO BE PROVIDED

A. Portland Community College shall perform as follows:

1. All existing instructional hours currently being provided to the County correctional facilities shall be maintained:

a). MCDC - 15 instructional + 5 preparation weekly during the school year.

b). MCRC - 5 instructional + 3 specialized training weekly during the school year.

2. An additional commitment of 528 hours of instruction shall be provided to inmates in the correctional facilities-MCDC, MCRC, and the Courthouse Jail (Addendum I-instructional schedule).

3. Portland Community College shall provide state qualified and County approved instructors available to the correctional facilities fifty two (52) weeks per year, including Christmas, spring and summer college break periods.

4. All instructional personnel must allow a criminal record check to be performed and must be cleared for jail access by the Multnomah County Sheriff's Office prior to being considered County approved, as noted in item three above.

5. GED instruction shall be provided within the identified correctional facilities on a schedule jointly developed by Portland Community College and the County.

6. Portland Community College agrees to maintain and provide the County necessary statistical information regarding the persons tutored, sessions held and other information necessary to maintain GED instructional reports.

B. The County shall perform as follows:

1. The Multnomah County Sheriff's Office, Corrections Branch, shall consider for jail clearance all instructors referred by Portland Community College for facility assignment. An approval or disapproval decision shall be provided to Portland Community College.

2. The County shall provide instructional materials necessary for GED instruction for inmates.

3. The County shall provide assistance in the development of an instructional schedule and assistance necessary to operate within a correctional facility.

4. The County agrees to provide Portland Community College reports necessary to maintain adequate time and employee records.

C. Compensation Rates and Mode of Payment:

1. For the duration of this annual agreement the County shall pay to Portland Community College, upon receipt of a monthly request for payment, $23.78 per hour for the additional instructional hours and $14.74 per hour for additional preparation hours rendered during the previous month. The hourly rate includes school fringe benefits at 30%. Fees associated with this agreement shall not exceed $12,000 throughout the agreement period.

III. CONSTRAINTS

A. It is understood and agreed that any and all instructors from Portland Community College are employees of Portland Community College and are not employees, agents, or representatives of the County for any purpose.

B. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

C. Portland Community College shall adhere to all applicable laws, regulations and policies relating to equal employment opportunity, nondiscrimination in services, and affirmative action; including all regulations implementing Executive Order No. 11246 of the President of the United States; Section 402 of the Vietnam Readjustment Assistance Act of 1974; and Section 503 of the Rehabilitation Act of 1973. County shall maintain copies of said laws and regulations on file with it's duly-appointed Affirmative Action Officer.

IV. AGREEMENT TERM AND TERMINATION

A. This agreement shall apply from July 1, 1988, through and including June 30, 1989, and is subject to renewal.

B. This agreement may be terminated prior to the expiration of the agreed-upon terms:

1. By mutual written consent of the parties.

2. Either party may unilaterally terminate this agreement on one month's written notice.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on the 1st day of July, 1988.

PORTLAND COMMUNITY COLLEGE

Dr. Daniel F. Moriarty, President

Date: 6/1/88

APPROVED AS TO FORM

LARRY KRESSEL
County Counsel for
Multnomah County, Oregon

By: Sandra Duffy 6-29-88

MULTNOMAH COUNTY, OREGON

Sheriff Fred B. Pearce

Date: 7-21-88

WTW/jmt/7701A

CERTIFICATE OF COMPLIANCE WITH ORS 305.380-.385

The undersigned provider of goods, services, or real estates to Multnomah County hereby certifies under penalty of purgery that to the best of my knowledge, the undersigned is not in violation of any Oregon Tax Laws Ascribed in ORS 305.380 (4).

Dated: 8/1/84

By:

1932B

GED INSTRUCTION CONTRACT

COMPENSATION CALCULATIONS

County Paid Hours - 528 hours

Instructional - 423 hours

Preparation - 105 hours

Instructional

423 hours x 18.29 = $ 7,736.67

Preparation

105 hours x 11.34 = $1,190.70

$ 8,927.37

Benefit (30%) $ 2,678.21
(Includes 2% Training/Conf.)

$11,605.58

Billing shall be by instructional hours and preparation hours.

		Rate*		Amount Due
Instructional Hours	_____	x 23.78	=	_____
Preparation Hours	_____	x 14.74	=	_____
		Total Amount Due	=	_____

*Includes 30% fringe.

WTW/jmt/7766A

ADDENDUM I

WEEKLY INSTRUCTIONAL SCHEDULE

	HOURS			HOURS	
	PCC	COUNTY		PCC	COUNTY
July 1	-	4			
4	-	22	Jan. 2	20	2
11	-	22	9	20	2
18	-	22	16	20	2
25	-	22	23	20	2
Aug. 1	-	22	30	20	2
8	-	22	Feb. 6	20	2
15	-	22	13	20	2
22	-	22	20	20	2
29	-	22	27	20	2
Sept.5	-	22	March 6	20	2
12	-	22	13	-	22
19	-	22	20	-	22
26	20	2	27	20	2
Oct. 3	20	2	April 3	20	2
10	20	2	10	20	2
17	20	2	17	20	2
24	20	2	24	20	2
31	20	2	May 1	20	2
Nov. 7	20	2	8	20	2
14	20	2	15	20	2
21	20	2	22	20	2
28	20	2	29	20	2
Dec. 5	20	2	June 5	-	22
12	-	22	12	-	22
19	-	22	19	-	22
26	-	22	26	-	22
			Total Hours	620	528

PCC - Hours provided by PCC.

County - Hours funded by the County through this agreement.

WTW/src/7760a

85
J/101

MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

September 8, 1988

Mr. John Angell, Director
Department of Justice Services
1120 SW Fifth
Portland, OR

Dear Mr. Angell:

Be it remembered, that at a meeting of the Board of County Commissioners held September 8, 1988, the following action was taken:

Notice of Intent to file for continuation of)
Victims of Crime Act money for placement of)
half-time advocate, located in Juvenile Court)
and assists victims of juvenile offenders R-11)

Upon motion of Commissioner Kafoury, duly seconded by Commissioner Miller, it is unanimously

ORDERED that said Notice of Intent be approved.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
District Attorney

DATE SUBMITTED August 29, 1988

(For Clerk's Use) 9/8/88
Meeting Date R-11
Agenda No. _____

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: VOCA Grant Money

Informal Only* September 6, 1988 (Date)

Formal Only September 8, 1988 (Date)

DEPARTMENT Justice Services DIVISION District Attorney/Victims Assist.

CONTACT Doug Beloof/Kelly Bacon TELEPHONE 248-3222

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Bacon/Beloof

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

Renewal of Victims of Crime Act money for placement of a half-time advocate. The advocate is located at juvenile court and assists victims of juvenile offenders. This is a continuation of current grant. This does not create a new position but continues funding for existing position within the Victims Assistance Program.

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5'

IMPACT:

☒ PERSONNEL

☒ FISCAL/BUDGETARY

☐ General Fund

☐ Other _____

original
D Keeley
Bacon
9/30/88

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON
1988 SEP -1 AM 8 56

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Agree

BUDGET / PERSONNEL Tony Godland Susan Ayers

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Sandra Duffy 8-23-88

OTHER _____
(Purchasing, Facilities Management, etc.)

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

(8/84)

BOARD OF
COUNTY COMMISSIONERS

1988 SEP -1 AM 8:56

MULTNOMAH COUNTY
OREGON

NOTICE OF INTENT

TO: Multnomah County Commissioners

DEPARTMENT/CONTACT: Justice Services/District Attorney/
Victims Assistance/Douglass Beloof

GRANTOR AGENCY: State Department of Justice as local representative for Federal Government's "Victim of Crime Act" money (VOCA)

BEGINNING DATE OF GRANT: October 1, 1988

PROJECT TITLE: Victim Advocacy for Victims of Juvenile Offenders

PROJECT DESCRIPTION/GOALS: Provide a half-time advocate at juvenile court to assist victims of juvenile offenders. Assistance will range from short-term crisis intervention to support in juvenile justice system to assistance with crime victims compensation claim. This part-time position should assist 869 victims of crime during the twelve months.

PROJECT BUDGET: $20,000.00

REPORTING AND BILLING REQUIREMENTS: Usual

GRANT DURATION: Twelve months - until September 30, 1989

PERSONNEL DETAIL:

Classification	Annual Base	Fringe	Total
Victim Advocate (6247)	$14,072	$4,788	$18,860

MATERIALS AND SERVICES/CAPITAL EQUIPMENT: Education and Training (6310) $795.00

COMMENTS: Continuation of VOCA money to Multnomah County Victims Assistance

GRANT MANAGER: _____ Signature _____ Date

BUDGET DIVISION: _____ Signature 8/29/88 Date

FINANCE DIVISION: _____ Signature 8/29/88 Date

PERSONNEL DIVISION: _____ Signature 8/30/88 Date

DEPARTMENT DIRECTOR: _____ Signature 8/30/88 Date

B.

OREGON'S SUB-GRANT APPLICATION COVER SHEET
Federal Victims of Crime Act

1. LEGAL APPLICANT/RECIPIENTS

a. Applicant Name: MULTNOMAH COUNTY VICTIMS ASSISTANCE PROGRAMS

b. Organization Unit: MULTNOMAH COUNTY DISTRICT ATTORNEY

c. Street/ P.O. Box: 1021 S.W. 4th ROOM 804

d. City	e. Zip Code	f. County
PORTLAND	97204	MULTNOMAH

g. Name of Contact Person	Telephone No.
DOUGLASS EVAN BELOOF	503-248-3222

2. TYPE OF APPLICANT

a. [X] Public Agency
- [X] Local or,
- [ ] State

b. [ ] Nonprofit Organization - If applicant is a non-profit organization please attach to back of this page a copy of the following:
1) Articles of Incorporation
2) IRS Determination Letter
3) 1986 Income Tax Return or 1987 Income Statement & Balance Sheet

3. APPLICATION FOR VOCA FUNDS IN PROGRAM SERVICE CATEGORY

[ ] Domestic Violence [ ] Sexual Assault [ ] Child Abuse [X] General Victim Assistance

4. TYPE OF APPLICATION

[ ] New Applicant (did not recieve 1987 VOCA fund)
[X] Renewal-Same category (received 1987 VOCA funds)
[ ] Renewal-NEW category (received 1987 VOCA funds)

5. TYPE OF PROGRAM

[X] Existing Program: If program is existing, please give the date the program was established: 11-1-74.
[ ] New Program: If program is new, please give the "start up" date: ___-___-___.

6. SERVICE AREA

a. Current Geographical Service Area	b. Proposed Geographical Service Area
MULTNOMAH COUNTY - Pop. 562,000	

7. BUDGET

a. Abbreviated proposed project budget

Total federal VOCA funds requested	$ 20,000.00
Total cash match	$
Total in-kind match (existing only)	$ 8,749.00
TOTAL VOCA PROJECT	$ 28,749.00

8. PROGRAM STAFF

a. Number of paid staff F/Y 1987-88: 12 b. Number of volunteer hours contributed F/Y 1987-88: 13,796

9. CERTIFICATION

I hereby certify to the best of my knowledge and belief that the data in this application are true and correct and that this document has been authorized by the governing body of the applicant organization.

Applicant's Name: Michael D. Schrunk MICHAEL D. SCHRUNK Title: DISTRICT ATTORNEY

Authorized Signature: Gladys McCoy GLADYS MCCOY Title: COUNTY CHAIR Date: 7-26-88

Received By DOJ: ___-___-___

VOCA - II
DOJ 6/88

D.

VICTIMS OF CRIME ACT (VOCA)
BUDGET PROPOSAL
For the Period October 1, 1988 through September 30, 1988

Acct. No.	Acct. Name	Organizational Total	VOCA PROJECT BUDGET		
REVENUE			Requested VOCA Funds 75% +	Source of VOCA Match 25% =	Total VOCA Project 100%
801	Federal Funds (List)				
		20,000 (VOCA)	20,000		20,000
803	State Funds	110,369 (VAPAG)			
805	Local Funds	213,010		2,649 (1)	2,649
807	Inkind			6,100 (2,3)	6,100
809	Other (List)				
	TOTAL REVENUE	343,379	20,000	8,749	28,749
EXPENSES					
	PERSONAL SERVICES				
901	Salaries	230,928	14,072	2,649 (1)	16,721
903	Benefits	89,738	4,788		4,788
905	Contractual				
	MATERIALS & SERVICES				
910	Travel	650			
911	Training	600	400		400
912	Office Supplies	2,500		200	200
913	Postage	3,248		264	264
914	Printing & Copying	2,500	740 (4)		
915	Telephone	9,475		410	410
916	Equipment Rental				
	Professional Services	3,740		5,226 (2)	5,226
920	CAPITAL OUTLAY				
930	EMERGENCY SERVICES				
940	RENT/OCCUPANCY/SPACE				
950	AUDIT COSTS				
	TOTAL EXPENDITURES	343,379	20,000	8,749	28,749

1. OA II @ 7.28 hr
2. Volunteers 30 hrs per wk @ 3.35 hr
3. Postage, supplies, telephone
4. Brochures for victims of juvenile crime

PROBLEM STATEMENT II: Only aplicants who received 1987 VOCA funds and are reapplying for 1988 VOCA funds to continue VOCA project in the same service category are required to complete and return this statement.

Problem Statement II should describe impact of 1987 VOCA funds and continuation of problem as set out in 1986 VOCA application. Your original proposal will be used as a reference. Statement should include, but is not limited to, any modification in service components utilized to address existing problem, explain why modification necessary to continue 1987 VOCA project with 1988 VOCA funds. An estimated time line for implementing services is required.

(Limit two typewritten pages.)

Problem Statement II - Current Program

Juveniles were again responsible for a higher proportion of crime in 1988, according to the Report of Criminal Offenses and Arrest, Oregon Law Enforcement Data System. In the report juveniles are responsible for 8.4% of Crimes against persons, 46.9% of crimes against property and 44.6% of behavioral crimes. Often crimes precipitate victim involvement in the often confusing criminal justice system.

The 1987 VOCA funds received by the Multnomah County Victims Assistance Program allowed the placement of a part-time victim advocate at juvenile court. This juvenile victims advocate (JVA) assists victims in the juvenile justice system. The assistance is provided to victims of every age. The nature of the assistance ranges from guiding victims through the court process to assisting victims with compensation to resource referral within and without the juvenile court system.

In the past nine months the JVA has been able to assist 512 victims of juvenile offenders. (The original goal had been 535 victims in 12 months.) This VOCA grant will have assisted more than 869 victims within the 1987-88 grant period.

A formal procedure has been established for the District Attorney's Office to refer cases to the JVA. Currently cases handled informally are referred to the victim advocate at the discretion of the juvenile court counselor. The JVA is still actively working with the juvenile court to improve victim awareness of the program and the referral system.

This part-time position has provided victim services to hundreds of victims who otherwise would be inadequately served.

Problem Statement II - Continuation

The continuation of VOCA funds for 1988 will provide for a continuation of the basic services outlined in the 1986 application as well as a continuation of developments outlined in the 1987 application.

Youth gang activity is becoming prevalent in Multnomah County. Many youth gang offenders are juveniles. Renewed funding would allow the JVA to become better trained, more familiar with community resources, and able to assist victims of gang offenses with this relatively new but growing problem area.

Recognizing that juveniles continue to commit a great number of crimes, the entire twelve months would be used to insure quality treatment for at least 869 victims of juvenile offenders by the JVA and volunteers.

CRIME VICTIM COMPENSATION STATEMENT: All applicants are required to complete and return this statement.

Statement should describe effect of expanded Crime Victims' Compensation Program benefits and define systematic procedure to ensure all eligible clients/victims have access to benefits through your program.

(Limit one typewriten page.)

The expanded compensation program benefits do not create a separate source of potential funds for this grant applicant. None of the VOCA funds requested, or provided in the past, are used to directly compensate crime victims.

Our program receives crime victim referrals from many sources. All victims are informed of the compensation program benefits, either in person or by mail. Our program provides pamphlets, brochures, and applications for compensation to victims of crime. When needed we provide assistance to victims in the application process.

8586
J.161

MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

September 8, 1988

Mr. John Angell, Director
Department of Justice Services
1120 SW Fifth
Portland, OR

Dear Mr. Angell:

Be it remembered, that at a meeting of the Board of County Commissioners held September 8, 1988, the following action was taken:

In the matter of Board support for a prohibition of firearms in Housing Authority of Portland Housing R-12) — RESOLUTION #88-162

Commissioner Kafoury explained the Housing Authority of Portland wishes to provide a safer environment in their housing facilities by imposing limitations on the possession of firearms, and has requested County support for that action. She expressed her concern about the impact on a "very vulnerable population". Even though the Resolution is only for support, she feels it may be discriminatory and/or unconstitutional.

Commissioner Miller moved, duly seconded by Commissioner Anderson, that the above-entitled matter be approved.

John Angell, Director of Justice Services, in response to Commissioner Kafoury's question, stated he has no information about specific impacts on this population. He reported the drive-by shootings in the Northeast have not involved guns being used in defense of life.

Commissioner Kafoury further clarified her concern is that the Board is not focusing on getting rid of firearms for all County citizens, but instead is focusing on a specific population.

Mr. Angell said that at a meeting held last week, the North/Northeast residents were supportive of attaching the regulation to leases. In addition, the Board would be supporting landlord's rights to put in lease provisions they believe would protect life and property; and that this is not just a handgun prohibition.

Commissioner Kafoury said staff is researching ways for the County to assist the City of Portland in the enforcement of registration laws, which is not currently being enforced.

Mr. Angell said he feels that some of this activity is a result of 1) a young man in an apartment who shot his mother with a gun he thought was inoperable; and 2) a drive-by shooting in which there is still a question whether the person shot was from those living in the Housing Authority rather than the drive-by individuals.

Commissioner Miller explained a Board discussion was held last Tuesday regarding whether the intent of the constitution was for the right to establish a militia, or for the right of individuals to bear arms. The other concern would be the 14th Amendment which states "equal treatment, under the law", and whether the County would have the right to deny individuals the right to bear arms. She stated, the Board is not saying, "People need to have guns in their homes to be safe"; and said she will support this Resolution in order to test the rights of landlord's and/or individuals. Getting handguns out of society is one of her priorities, but her present goal is to "test the waters."

Commissioner Casterline said her concern is whether or not the Housing Authority will increase its security system, and suggested this may be a way to allay the fear of residents that they will not be protected.

Mr. Angell reported Don Clark, Housing Authority of Portland Director, expects to have increased funding for additional security at HAP facilities.

Commissioner Casterline expressed her concern regarding the rule, that if firearms were found, owners would be evicted within 24 hours. She feels this regulation could be challenged based upon current eviction notice regulations. In her opinion, all those who are messing with a gun, need to be evicted immediately.

Commissioner Anderson stated she feels there will be some constitutional challenges, and that some of those living close to the Housing Authority facilities will have hand guns in their homes. Oregon gun control is very liberal, and less restrictive than Federal regulations. Gun control of any kind is considered a topic in which those who bring up the issue probably will be "crucified", but she feels it is time to begin discussions.

John Nichols, representing National Rifle Association and Oregon Pistol and Rifle Association, reported both organizations do not push the idea that everyone should have a gun in their home, but

that if one wishes to do so, one has the right. He feels restricting guns in the Housing Authority is both discriminatory and racial, but that it is probably the time to air the issues. The Attorney General has issued an opinion that this regulation is unconstitutional. He stated he opposes the Resolution.

Dot Nichols, resident of North Portland, reported there are many laws on the books to deal with the problem; and that she feels criminals feel they don't pay for crimes, and can do whatever they want. It is not a matter of taking a gun away from the law-abiding citizen, but taking them away from people committing the crimes. The emphasis should be on doing something about those who are committing crimes rather than taking guns away from law-abiding citizens. She suggested enforcing the laws on the books to deal and deal with the criminals, but not take away the citizens rights to bear arms.

Commissioner McCoy said it is significant that residents overwhelmingly support the Resolution, and that there must be a way to protect all citizens from people who use guns against others. One of her greatest concerns is the number of children who have access to firearms, and are killing other children.

At this time, the motion was considered, and it is unanimously

ORDERED that said Resolution be approved.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Sheriff
District Attorney
Commissioner Kafoury

DATE SUBMITTED September 1, 1988

(For Clerk's Use)
Meeting Date 9/8/88
Agenda No. R-12

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Housing Authority Rules Restricting Firearms

Informal Only* 9/6/1988 (Date)

Formal Only 9/8/1988 (Date)

DEPARTMENT Justice Services DIVISION

CONTACT John Angell TELEPHONE 248 3701

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD John Angell

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

A resolution of support for changing leases in HAP housing to restrict possession of firearms.

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

☐ PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

☐ Other

To DJS/Sheriff/DA/K Bacon
9/30/88

1988 SEP -1 AM 11:59
MULTNOMAH COUNTY OREGON
BOARD OF COUNTY COMMISSIONERS

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: John Angell

BUDGET / PERSONNEL

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts)

OTHER
(Purchasing, Facilities Management, etc.)

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

R-12
9/8/88

Firearm-related Revisions to Proposed New Lease

The last two sentences of Section VII B on page 5 are replaced by:

The possession of any firearm by the Resident, his family or guest within any unit, on Authority property including common areas, or in any public area that is adjacent to Authority property, is prohibited, and is grounds for eviction after 24 hours' notice as described in Section VIII D. "Firearm" does not include a collector's item which has been rendered inoperable. The Authority will store any firearm possessed by a tenant in a secure place. The Resident, his family or guest shall not engage in any activity which involves firearms, illegal drugs, or violence, including but not limited to the crimes listed in Section VIII D. Such activity is hereby defined as conduct which is outrageous in the extreme, and is grounds for eviction after 24 hours' notice as described in Section VIII D.

Section VIII D 5 on page 10 is replaced by:

5. The Resident, his family member or guest possesses any firearm within any unit, on Authority property including common areas, or in any public area that is adjacent to Authority property.

6. The Resident, his family member or guest commits, within any unit, on Authority property including common areas, or in any public area that is adjacent to Authority property, a crime involving violence, firearms, or drugs, or is convicted of such a crime committed anywhere. Such crimes include but are not limited to assault, coercion, riot, harassment, intimidation, pointing a firearm, attempt or intent to use a dangerous weapon, carrying a concealed weapon, unlawful possession of a concealable weapon or machine gun, ex-convict in possession of a firearm or switchblade, unlawful possession of armor-piercing ammunition, possession of a firearm in a park or school or public building, possession of a loaded firearm on a public street or in a vehicle, unlawful discharge of a firearm, frequenting a place where illegal drugs are used, and manufacture or delivery of illegal drugs.

7. The Resident, his family member or guest commits, in any unit, on Authority property including common areas, or in any public area that is adjacent to Authority property, a crime involving prostitution, gambling, theft, criminal mischief, forgery, disorderly conduct, racketeering activity, or the purchase or possession of liquor by a person under the age of 21.

9/08/88

RECEIVED FROM JANE McGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS · MULTNOMAH COUNTY, OREGON

SHERIFF

ORDER SUPPORTING PROHIBITION OF FIREARMS IN HAP (#88-162)

R-12

W L Walden

Form CC-2 PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

BOARD OF
COUNTY COMMISSIONERS

1988 OCT -5 AM 10: 34

MULTNOMAH COUNTY
OREGON

86-87
J161

MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

September 8, 1988

Ms. Linda Alexander, Director
Department of General Services
1120 SW Fifth
Portland, OR

Dear Ms. Alexander:

Be it remembered, that at a meeting of the Board of County Commissioners held September 8, 1988, the following action was taken:

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, on a roll call vote, the following matter was considered by unanimous consent:

In the Matter of Proclaiming the Week of October 3-8, 1988, as Minority Enterprise Development Week R-13)	RESOLUTION #88-163

Commissioner Casterline moved, duly seconded by Commissioner Anderson, that the above-entitled matter be approved.

Lillie Walker, Purchasing Director, introduced Grace Gallegoes, Minority Enterprise Development Committee Chair, who extended her thanks to the County for joining the City of Portland and the State of Oregon in acknowledging and recognizing the economic contributions made by Minority Businesses to the community. She noted a recognition luncheon is held annually where contributions made by minority businesses in Oregon are acknowledged. This week is proclaimed and honored with activities and festivities throughout the nation. She read the Resolution.

Ms. Walker requested a picture be taken of the Board signing the Resolution. The Board agreed.

At this time, the motion was considered, and upon a roll call vote, it is unanimously

ORDERED that said Resolution be approved.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin BY
Jane McGarvin
Clerk of the Board

jm
cc: Purchasing

SUPPLEMENTAL AGENDA THURSDAY, SEPTEMBER 8, 1988

Request to consider the following matter by unanimous consent:

R-13 Resolution in the Matter of Proclaiming the Week of October 3-8, 1988, as Minority Enterprise Development Week.

DATE SUBMITTED _____

UNANIMOUS CONSENT

(For Clerk's Use)
Meeting Date 9/8/88
Agenda No. R-13
unan Cons.

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: RESOLUTION

Informal Only * _____ (Date)

Formal Only _____ (Date)

DEPARIMENT Minority Enterprise Development Committee

CONTACT Lillie Walker TELEPHONE 248-5111

*Name(s) OF PERSON MAKING PRESENTATION TO BOARD Lillie Walker

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

Request of Board of County Commissioners to issue Resolution proclaiming the week of October 3 through 8, 1988, as Minority Enterprise Development Week.

ACTION REQUESTED: 88-163

___INFORMATION ONLY ___PRELIMINARY APPROVAL ___POLICY DIRECTION _X_ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 minutes

IMPACT:

PERSONNEL

___ FISCAL/BUDGETARY

___ GENERAL FUND

OTHER _____

BOARD OF COUNTY COMMISSIONERS
1988 SEP -2 AM 9:51
MULTNOMAH COUNTY OREGON

SIGNATURES:

DEPARIMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Gladys McCoy bd

BUDGET / PERSONNEL _____ /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts)

OTHER _____
(Purchasing, Facilities Management, etc.)

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

PRESS LIST

DATE 9/6/84

THE FOLLOWING WERE CALLED THIS DATE REGARDING:

a) Meeting _____
b) Executive Meeting _____
c) Other Unanimous Consent R-13

Signed Lynell Stanton

KOIN	Channel 6	243-6614	Assignment Desk ✓
KGW	Channel 8	226-5111	Assignment Desk ✓
KATU	Channel 2	231-4260	Assignment Desk ✓
KPTV	Channel 12	222-9921	News Desk ✓
KEX	1190 A.M.	222-1929	Newsroom/Message ✓
KSGO	1520 A.M.	223-1441	News Desk ✓
KXL	750 A.M.	231-0750	Newsroom/Message ✓
KGW	62 A.M.	226-5095	News Desk ✓
K-103 FM		643-5103	Newsroom ✓
KXYQ - 105		226-6731	✓
OREGONIAN		221-8566	Harry Bodine ✓
GRESHAM OUTLOOK		665-2181	Robin Franzen ✓
SKANNER		287-3562	Patrick Mazza ✓
CABLE		667-7636	✓

84
5161

MULTNOMAH COUNTY OREGON

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

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POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

September 8, 1988

Mr. John Angell, Director
Department of Justice Services
1120 SW Fifth
Portland, OR

Dear Mr. Angell:

Be it remembered, that at a meeting of the Board of County Commissioners held September 8, 1988, the following action was taken:

In the matter of ratification of an intergovern-)
mental agreement between the Sheriff's Office and)
Portland Community College to provide GED in-)
struction for inmates within the correctional)
facilities in addition to instructional hours)
currently being provided and funded by PCC, for)
period July 1, 1988 to June 30, 1989 R-10)

Upon motion of Commissioner Kafoury, duly seconded by Commissioner Casterline, it is unanimously

ORDERED that said intergovernmental agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Harriet Weber
Sheriff's Office