



Multnomah County Oregon

Board of Commissioners & Agenda

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BOARD OF COMMISSIONERS

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OCTOBER 2 & 4, 2007 BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

| | |
|---------|---|
| Pg 2 | 7:30 a.m. Tuesday Local Public Safety Coordinating Council Executive Committee |
| Pg 2 | 9:00 a.m. Tuesday Executive Session |
| Pg 2 | 10:00 a.m. Tuesday Work Session to Review Chair's Priorities |
| Pg 3 | 9:30 a.m. Thursday Opportunity for Public Comment on Non-Agenda Matters |
| Pg 4 | 9:50 a.m. Thursday Resolution Authorizing Continuation of an Intergovernmental Agreement to Share Business Income Tax Revenue with the Cities of Gresham, Troutdale, Fairview, and Wood Village |
| Pg 4 | 10:20 a.m. Thursday Approval of the 2007- 2011 Labor Agreement between Multnomah County and AFSCME Local 88 |

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Thursday, 9:30 AM, (LIVE) Channel 30
Saturday, 10:00 AM, Channel 29
Sunday, 11:00 AM, Channel 30
Tuesday, 8:15 PM, Channel 29

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(503) 667-8848, ext. 332 for further info
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Tuesday, October 2, 2007 - 7:30 AM to 9:00 AM
Multnomah Building, Third Floor Conference Room 315
501 SE Hawthorne Boulevard, Portland

LOCAL PUBLIC SAFETY COORDINATING COUNCIL EXECUTIVE COMMITTEE MEETING

A quorum of the Multnomah County Board of Commissioners *may* be attending the Local Public Safety Coordinating Council Executive Committee meeting. This meeting is open to the public. For agenda topics and/or further information, contact Judith Shiprack at (503) 988-5894 or Carol Wessinger at (503) 988-5217.

Tuesday, October 2, 2007 - 9:00 AM
Multnomah Building, Sixth Floor Commissioners Conference Room 635
501 SE Hawthorne Boulevard, Portland

IF NEEDED EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners will meet in Executive Session Pursuant to ORS 192.660(2)(d),(e) and/or (h). Only Representatives of the News Media and Designated Staff are allowed to attend. News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Session. No Final Decision will be made in the Session. Presented by County Attorney Agnes Sowle. 15-55 MINUTES REQUESTED.
-

Tuesday, October 2, 2007 - 10:00 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

WORK SESSION

- WS-1 Work Session to Review Chair's Priorities. Chair Ted Wheeler, Staff. 90 MINUTES REQUESTED.

Thursday, October 4, 2007 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM

DEPARTMENT OF COUNTY HUMAN SERVICES

- C-1 Budget Modification DCHS-10 Reclassifying a 1 FTE Program Development Specialist Position to a Program Development Specialist Senior, as determined by the Class/Comp Unit of Central Human Resources

REGULAR AGENDA

PUBLIC COMMENT - 9:30 AM

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

COUNTY ATTORNEY'S OFFICE – 9:30 AM

- R-1 Authorizing Settlement of Construction Contract Claim

DEPARTMENT OF COUNTY HUMAN SERVICES – 9:32 AM

- R-2 Budget Modification DCHS-08 Decreasing Developmental Disabilities Services Division Federal/State Appropriation by \$51,432,240 to Reflect State of Oregon Payment Process Changes
- R-3 Budget Modification DCHS-11 Increasing the Department of County Human Services SUN Schools Budget by \$110,000 in Title III Federal Forest Payment Funding

DEPARTMENT OF HEALTH – 9:36 AM

- R-4 Budget Modification HD-10 Appropriating \$229,543 in Revenue from the Bill and Melinda Gates Foundation to the Health Department for Research and Evaluation Services

DEPARTMENT OF COMMUNITY JUSTICE – 9:38 AM

- R-5 Budget Modification DCJ-08 Removing the Robert Wood Johnson Foundation Revenue for Reclaiming Futures from the Fiscal Year 2008 Budget

SHERIFF'S OFFICE – 9:40 AM

- R-6 Budget Modification MCSO-04 Requesting Appropriation of \$201,870 in Contingency Funds Earmarked to Fund 2 FTE Enforcement Deputies for the Warrants Resolution Project [Postponed from 09/27/07]

NON-DEPARTMENTAL - 9:50 AM

- R-7 RESOLUTION Authorizing Continuation of an Intergovernmental Agreement to Share Business Income Tax Revenue with the Cities of Gresham, Troutdale, Fairview, and Wood Village

DEPARTMENT OF COUNTY MANAGEMENT – 10:20 AM

- R-8 Approval of the 2007-2011 Labor Agreement between Multnomah County and AFSCME Local 88

BOARD COMMENT

Opportunity (as time allows) for Commissioners to provide informational comments to Board and public on non-agenda items of interest or to discuss legislative issues.



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 10-04-07
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 10/04/07
Agenda Item #: C-1
Est. Start Time: 9:30 AM
Date Submitted: 09/21/07

BUDGET MODIFICATION: DCHS - 10

Budget Modification DCHS-10 Reclassifying a 1 FTE Program Development Specialist Position to a Program Development Specialist Senior, as determined by the Class/Comp Unit of Central Human Resources

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

| | | | |
|-------------------------|----------------------------|------------------------|---------------------------|
| Requested Meeting Date: | <u>October 4, 2007</u> | Amount of Time Needed: | <u>N/A</u> |
| Department: | <u>DCHS</u> | Division: | <u>Community Services</u> |
| Contact(s): | <u>Mary Li</u> | | |
| Phone: | <u>988-6295</u> | Ext. | <u>26787</u> |
| | | I/O Address: | <u>167/200</u> |
| Presenter(s): | <u>Consent Agenda Item</u> | | |

General Information

1. What action are you requesting from the Board?

The Department of County Human Services recommends approval of a budget modification, DCHS-10, reclassifying a position from Program Development Specialist to Program Development Specialist Senior, in the Housing Stabilization program offer #25133, as determined by the Class/Comp unit of Central Human Resources.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

This modification reflects a Class/Comp decision on a reclassification request initiated by the Department of County Human Services, Community Services Division Manager. After over a year, and two unsuccessful recruitment attempts, it was determined that the skill set needed for the position needed to be revised. The job description was revised to more accurately reflect the work required by the funding source and submitted to the Class/Comp unit of Central Human Resources for review. Upon their review it was determined that the classification of Program Development Senior was a more appropriate classification for this position. The change impacts Program Offer #25133, Housing Stabilization.

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

This reclassification results in an annual cost increase of \$12,570. The position has been vacant however, and the resulting salary savings in Fiscal Year '08 will cover the increased costs of the upward reclassification for the remainder of the fiscal year. As a result, there will not be a net increase to the Fiscal Year '08 budget.

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

n/a

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

n/a

ATTACHMENT A

Budget Modification

If the request is a **Budget Modification**, please answer all of the following in detail:

- What revenue is being changed and why?

N/A

- What budgets are increased/decreased?

There will be no financial change in Fiscal Year '08. The increase in ongoing fiscal years will be \$12,570.

- What do the changes accomplish?

Approval of a classification decision from Human Resources Class/Comp that better reflects the functions and duties of this position.

- Do any personnel actions result from this budget modification? Explain.

Reclassification of a 1.0 FTE Program Development Specialist to a Program Development Specialist Senior. The position is budgeted in the Community Services Housing Stabilization program offer #25133. The position is currently vacant and a recruitment to fill will commence upon Board approval of the reclassification.

- How will the county indirect, central finance and human resources and departmental overhead costs be covered?

n/a

- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?

Assuming continued Board purchase of a program offer, services are considered to be on-going.

- If a grant, what period does the grant cover?

n/a

- If a grant, when the grant expires, what are funding plans?

n/a

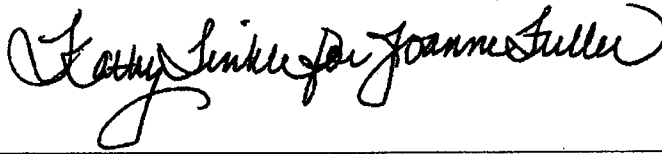
| |
|---|
| <p><i>NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.</i></p> |
|---|

ATTACHMENT B

BUDGET MODIFICATION: DCHS - 10

Required Signatures

**Elected Official
or Department/
Agency Director:**



Date: 09/19/07

Budget Analyst:



Date: 09/25/07

Department HR:



Date: 09/21/07

Countywide HR:

Date:

ANNUALIZED PERSONNEL CHANGE

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

| | | | | | | ANNUALIZED | | | |
|-------|-------|-------------|---------------------------------|-----------------|-------------|--------------|--------------|------------|---------------|
| Fund | Job # | HR Org Unit | Position Title | Position Number | FTE | BASE PAY | FRINGE | INSUR | TOTAL |
| 32178 | 6021 | 63258 | Prog Dev Spec | 712700 | (0.82) | (39,709) | (12,743) | (10,630) | (63,082) |
| 1000 | 6021 | 63258 | Prog Dev Spec | 712700 | (0.18) | (8,461) | (2,715) | (2,265) | (13,441) |
| | | | | | | | | | 0 |
| 32178 | 6088 | 63258 | Prog Dev Spec Sr | 712700 | 0.71 | 39,709 | 12,743 | 10,630 | 63,082 |
| 1000 | 6088 | 63258 | Prog Dev Spec Sr | 712700 | 0.29 | 17,565 | 5,636 | 2,811 | 26,012 |
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| | | | TOTAL ANNUALIZED CHANGES | | 0.00 | 9,104 | 2,921 | 546 | 12,571 |

CURRENT YEAR PERSONNEL DOLLAR CHANGE

Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.

| | | | | | | CURRENT YEAR | | | |
|------|-------|-------------|--------------------------|-----------------|------|--------------|--------|-------|-------|
| Fund | Job # | HR Org Unit | Position Title | Position Number | FTE | BASE PAY | FRINGE | INSUR | TOTAL |
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| | | | TOTAL CURRENT FY CHANGES | | 0.00 | 0 | 0 | 0 | 0 |



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COUNTY
MANAGEMENT
CENTRAL HUMAN RESOURCES
CLASSIFICATION/COMPENSATION UNIT

MULTNOMAH BUILDING
501 SE HAWTHORNE BLVD, 4th floor
PORTLAND OR 97214

PHONE (503) 988-5015
FAX (503) 988-3009
TDD (503) 988-5170

To: Mary Li, Community Services Director
From: Joi Doi, Class/Comp Unit, Central HR (503/4) *Joi E. Doi*
Date: August 28, 2007 (replaces August 20, 2007 notice)
Subject: Reclassification Request #804

We have completed our review of your request and the decision is outlined below.

Request Information:

Date Request Received: August 20, 2007

Current Classification: Program Development Spec.

Job Class Number: 6021

Pay Grade: 25

Position Number: 712700

Requested Classification: Program Dev. Spec. Sr.

Job Class Number: 6088

Pay Grade: 31

Request is: ☒ Approved as Requested
☐ Approved - Revised
☐ Denied

Effective Date: Pending Board approval

Allocated Classification: Program Dev. Spec. Sr.
Pay Range: \$54,100.08 - \$66,607.20 annually

Job Class Number: 6088
Pay Grade: 31

Please note this classification decision is subject to all applicable requirements stated in MC Personnel Rule 5-50 and may require Board of County Commissioners approval. This decision is considered preliminary until such approval is received.

Position Information:

☒ Vacant - see New / Vacant Section
☐ Filled & incumbent reclassified - see Employee Information Section
☐ Filled & incumbent not reclassified with position - See New/Vacant Section

New/Vacant Position Information: (If reclassification is approved for vacant position)

Position is vacant or incumbent not reclassified with position, position must be filled in accordance with the normal appointment procedures. If position is reclassified due to reorganization, a limited recruitment process may be conducted. Please consult with the Department Human Resources Unit for assistance.

Employee Information:

Name of Incumbent Employee: NA
New Job Class Seniority Date: NA

| Date | Grade | Step | Rate | Action | Union / Mgmt / Executive |
|------|-------|------|------|--------|--------------------------------|
| | | | | | |
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Employees who are reclassified with their position will be placed within the salary range for the new classification. Compensation will be determined in accordance with applicable bargaining agreement or MC Personnel Rule 4-10. Any compensation or seniority adjustments will be processed in accordance with applicable bargaining agreement or MC Personnel Rule 2-80 and 4-10.

Per MC Personnel Rule 5-50-030, when the position is reclassified downward, the employee will be placed on the recall list for reappointment to the higher classification. The employee's Department Human Resource Unit will originate and process required documentation. Contact your Department HR Unit for additional information.

Reason for Classification Decision:

This is a new and currently vacant position, responsible for providing organizational, policy, procedure, and lead direction at the department level, in coordinating interdivisional and interagency coordination for DCHS' Housing Partnership program. It will work closely with the City of Portland's Housing Bureau, the Portland Development Commission, the Coordinating Council for the 10 Year Plan to End Homelessness, and the State and other community advocacy groups where needed to advocate housing for vulnerable clients who are homeless or at high risk of homelessness. This is the advanced journey level class in the Program Development Specialist series with the senior level responsible for providing technical program expertise and for the assumption of complex interagency duties/assignments.

If you have any questions, please feel free to contact me at 503-988-3241.

cc: Employee or Supervisor
HR Maintainer/HR Manager
Local 88 or appropriate Union
Class Comp File Copy

Kim Pasquinelli

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

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

MEETING DATE: 4 OCT 07

SUBJECT: ANIMAL SERVICES

AGENDA NUMBER OR TOPIC: NOV- AGENDA

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: ROGER TROEN

ADDRESS: 4226 N MONTANA AV

CITY/STATE/ZIP: PORTLAND OR 97217

PHONE: DAYS: 503/287-7894 EVES: _____

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: RARE-KILL

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

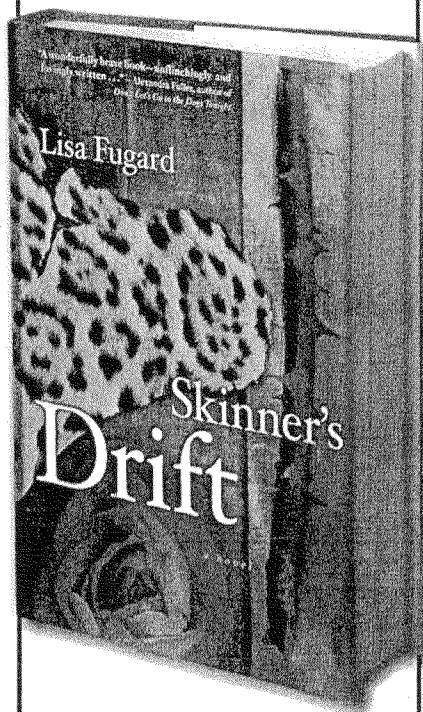
1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

"Riveting...
heartbreaking...
worthy
of Tolstoy."

—Allegra Goodman,
The New York Times Book Review



"A wonderfully
brave book—unflinchingly
and lovingly written."

—Alexandra Fuller, author of *Don't Let's
Go to the Dogs Tonight*

"Lisa Fugard's narrative of
apartheid politics
and family tragedy
could not be more
engrossing."

—*Entertainment Weekly*

"A fine and admirable
accomplishment."

—Carolyn See, *The Washington Post*

"The spirit of commitment
to telling it straight truly
enlightens this
passionate book."

—O, *The Oprah Magazine*



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ANNALS OF PUBLIC POLICY

TROUBLEMAKERS

What pit bulls can teach us about profiling.

BY MALCOLM GLADWELL

One afternoon last February, Guy Clairoux picked up his two-and-a-half-year-old son, Jayden, from day care and walked him back to their house in the west end of Ottawa, Ontario. They were almost home. Jayden was straggling behind, and, as his father's back was turned, a pit bull jumped over a back-yard fence and lunged at Jayden. "The dog had his head in its mouth and started to do this shake," Clairoux's wife, JoAnn Hartley, said later. As she watched in horror, two more pit bulls jumped over the fence, joining in the assault. She and Clairoux came running, and he punched the first of the dogs in the head, until it dropped Jayden, and then he threw the boy toward his mother. Hartley fell on her son, protecting him with her body. "JoAnn!" Clairoux cried out, as all three dogs descended on his wife. "Cover your neck, cover your neck." A neighbor, sitting by her window, screamed for help. Her partner and a friend, Mario Gauthier, ran outside. A neighborhood boy grabbed his hockey stick and threw it to Gauthier. He began hitting one of the dogs over the head, until the stick broke. "They wouldn't stop," Gauthier said. "As soon as you'd stop, they'd attack again. I've never seen a dog go so crazy. They were like Tasmanian devils." The police came. The dogs were pulled away, and the Clairouxes and one of the rescuers were taken to the hospital. Five days later, the Ontario legislature banned the ownership of pit bulls. "Just as we wouldn't let a great white shark in a swimming pool," the province's attorney general, Michael Bryant, had said, "maybe we shouldn't have these animals on the civilized streets."

Pit bulls, descendants of the bulldogs used in the nineteenth century for bull baiting and dogfighting, have been bred for "gameness," and thus a lowered inhibition to aggression. Most dogs fight as a last resort, when staring

and growling fail. A pit bull is willing to fight with little or no provocation. Pit bulls seem to have a high tolerance for pain, making it possible for them to fight to the point of exhaustion. Whereas guard dogs like German shepherds usually attempt to restrain those they perceive to be threats by biting and holding, pit bulls try to inflict the maximum amount of damage on an opponent. They bite, hold, shake, and tear. They don't growl or assume an aggressive facial expression as warning. They just attack. "They are often insensitive to behaviors that usually stop aggression," one scientific review of the breed states. "For example, dogs not bred for fighting usually display defeat in combat by rolling over and exposing a light underside. On several occasions, pit bulls have been reported to disembowel dogs offering this signal of submission." In epidemiological studies of dog bites, the pit bull is overrepresented among dogs known to have seriously injured or killed human beings, and, as a result, pit bulls have been banned or restricted in several Western European countries, China, and numerous cities and municipalities across North America. Pit bulls are dangerous.

Of course, not all pit bulls are dangerous. Most don't bite anyone. Meanwhile, Dobermans and Great Danes and German shepherds and Rottweilers are frequent biters as well, and the dog that recently mauled a Frenchwoman so badly that she was given the world's first face transplant was, of all things, a Labrador retriever. When we say that pit bulls are dangerous, we are making a generalization, just as insurance companies use generalizations when they charge young men more for car insurance than the rest of us (even though many young men are perfectly good drivers), and doctors use generalizations when they tell overweight middle-aged men to get their cholesterol checked

(even though many overweight middle-aged men won't experience heart trouble). Because we don't know which dog will bite someone or who will have a heart attack or which drivers will get in an accident, we can make predictions only by generalizing. As the legal scholar Frederick Schauer has observed, "painting with a broad brush" is "an often inevitable and frequently desirable dimension of our decision-making lives."

Another word for generalization, though, is "stereotype," and stereotypes are usually not considered desirable dimensions of our decision-making lives. The process of moving from the specific to the general is both necessary and perilous. A doctor could, with some statistical support, generalize about men of a certain age and weight. But what if generalizing from other traits—such as high blood pressure, family history, and smoking—saved more lives? Behind each generalization is a choice of what factors to leave in and what factors to leave out, and those choices can prove surprisingly complicated. After the attack on Jayden Clairoux, the Ontario government chose to make a generalization about pit bulls. But it could also have chosen to generalize about powerful dogs, or about the kinds of people who own powerful dogs, or about small children, or about back-yard fences—or, indeed, about any number of other things to do with dogs and people and places. How do we know when we've made the right generalization?

In July of last year, following the transit bombings in London, the New York City Police Department announced that it would send officers into the subways to conduct random searches of passengers' bags. On the face of it, doing random searches in the hunt for terrorists—as opposed to being guided by generalizations—seems like a silly idea. As a columnist in *New York* wrote at the time, "Not just 'most' but nearly every jihadi who has attacked a Western European or American target is a young Arab or Pakistani man. In other words, you can predict with a fair degree of certainty what an Al Qaeda terrorist looks like. Just as we have always known what Mafiosi look like—even as we understand that only an infinitesimal frac-

tion of Italian-Americans are members of the mob."

But wait: do we really know what mafiosi look like? In "The Godfather," where most of us get our knowledge of the Mafia, the male members of the Corleone family were played by Marlon Brando, who was of Irish and French ancestry, James Caan, who is Jewish,

blows herself up in the subway station. So whom do you profile? Look at New York City. Forty per cent of New Yorkers are born outside the country. Look at the diversity here. Who am I supposed to profile?"

Kelly was pointing out what might be called profiling's "category problem." Generalizations involve match-



Generalizations about dangerous breeds ignore other, more predictive risk factors.

and two Italian-Americans, Al Pacino and John Cazale. To go by "The Godfather," mafiosi look like white men of European descent, which, as generalizations go, isn't terribly helpful. Figuring out what an Islamic terrorist looks like isn't any easier. Muslims are not like the Amish: they don't come dressed in identifiable costumes. And they don't look like basketball players; they don't come in predictable shapes and sizes. Islam is a religion that spans the globe.

"We have a policy against racial profiling," Raymond Kelly, New York City's police commissioner, told me. "I put it in here in March of the first year I was here. It's the wrong thing to do, and it's also ineffective. If you look at the London bombings, you have three British citizens of Pakistani descent. You have Germaine Lindsay, who is Jamaican. You have the next crew, on July 21st, who are East African. You have a Chechen woman in Moscow in early 2004 who

ing a category of people to a behavior or trait—overweight middle-aged men to heart-attack risk, young men to bad driving. But, for that process to work, you have to be able both to define and to identify the category you are generalizing about. "You think that terrorists aren't aware of how easy it is to be characterized by ethnicity?" Kelly went on. "Look at the 9/11 hijackers. They came here. They shaved. They went to topless bars. They wanted to blend in. They wanted to look like they were part of the American dream. These are not dumb people. Could a terrorist dress up as a Hasidic Jew and walk into the subway, and not be profiled? Yes. I think profiling is just nuts."

Pit-bull bans involve a category problem, too, because pit bulls, as it happens, aren't a single breed. The name refers to dogs belonging to a number of related breeds, such as the American Staffordshire terrier,

the Staffordshire bull terrier, and the American pit bull terrier—all of which share a square and muscular body, a short snout, and a sleek, short-haired coat. Thus the Ontario ban prohibits not only these three breeds but any “dog that has an appearance and physical characteristics that are substantially similar” to theirs; the term of art is “pit bull-type” dogs. But what does that mean? Is a cross between an American pit bull terrier and a golden retriever a pit bull-type dog or a golden retriever-type dog? If thinking about muscular terriers as pit bulls is a generalization, then thinking about dangerous dogs as anything substantially similar to a pit bull is a generalization about a generalization. “The way a lot of these laws are written, pit bulls are whatever they say they are,” Lora Brashears, a kennel

manager in Pennsylvania, says. “And for most people it just means big, nasty, scary dog that bites.”

The goal of pit-bull bans, obviously, isn’t to prohibit dogs that look like pit bulls. The pit-bull appearance is a proxy for the pit-bull temperament—for some trait that these dogs share. But “pit bullness” turns out to be elusive as well. The supposedly troublesome characteristics of the pit-bull type—its gameness, its determination, its insensitivity to pain—are chiefly directed toward other dogs. Pit bulls were not bred to fight humans. On the contrary: a dog that went after spectators, or its handler, or the trainer, or any of the other people involved in making a dogfighting dog a good dogfighter was usually put down. (The rule in the pit-bull world was “Man-eaters die.”)

A Georgia-based group called the American Temperament Test Society has put twenty-five thousand dogs through a ten-part standardized drill designed to assess a dog’s stability, shyness, aggressiveness, and friendliness in the company of people. A handler takes a dog on a six-foot lead and judges its reaction to stimuli such as gunshots, an umbrella opening, and a weirdly dressed stranger approaching in a threatening way. Eighty-four per cent of the pit bulls that have been given the test have passed, which ranks pit bulls ahead of beagles, Airedales, bearded collies, and all but one variety of dachshund. “We have tested somewhere around a thousand pit-bull-type dogs,” Carl Herkstroeter, the president of the A.T.T.S., says. “I’ve tested half of them. And of the number I’ve tested I have disqualified one pit bull because of aggressive tendencies. They have done extremely well. They have a good temperament. They are very good with children.” It can even be argued that the same traits that make the pit bull so aggressive toward other dogs are what make it so nice to humans. “There are a lot of pit bulls these days who are licensed therapy dogs,” the writer Vicki Hearne points out. “Their stability and resoluteness make them excellent for work with people who might not like a more bouncy, flibbertigibbet sort of dog. When pit bulls set out to provide comfort, they are as resolute as they are when they fight, but what they are resolute about is being gentle. And, because they are fearless, they can be gentle with anybody.”

Then which are the pit bulls that get into trouble? “The ones that the legislation is geared toward have aggressive tendencies that are either bred in by the breeder, trained in by the trainer, or reinforced in by the owner,” Herkstroeter says. A mean pit bull is a dog that has been turned mean, by selective breeding, by being cross-bred with a bigger, human-aggressive breed like German shepherds or Rottweilers, or by being conditioned in such a way that it begins to express hostility to human beings. A pit bull is dangerous to people, then, not to the extent that it expresses its essential pit bullness but to the extent that it deviates from it. A pit-bull ban is a gen-



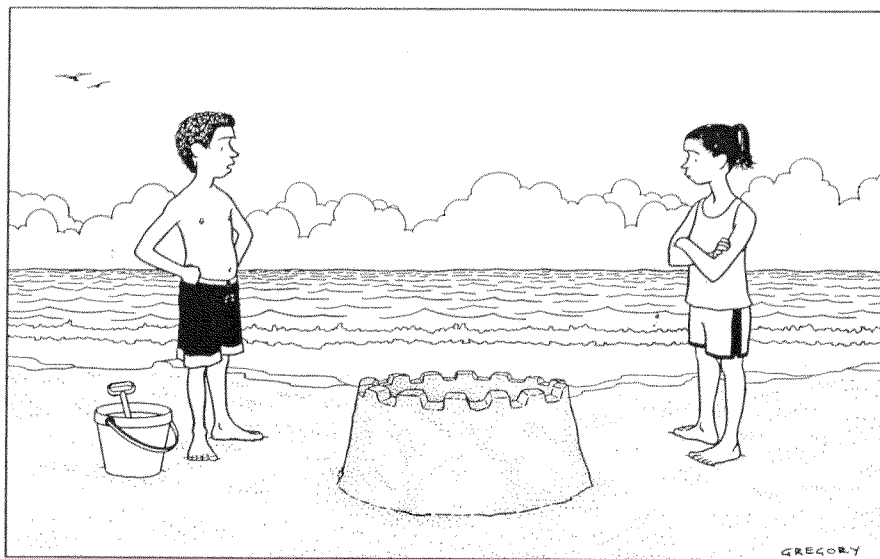
JONIK

eralization about a generalization about a trait that is not, in fact, general. That's a category problem.

One of the puzzling things about New York City is that, after the enormous and well-publicized reductions in crime in the mid-nineteen-nineties, the crime rate has continued to fall. In the past two years, for instance, murder in New York has declined by almost ten per cent, rape by twelve per cent, and burglary by more than eighteen per cent. Just in the last year, auto theft went down 11.8 per cent. On a list of two hundred and forty cities in the United States with a population of a hundred thousand or more, New York City now ranks two hundred-and-twenty-second in crime, down near the bottom with Fontana, California, and Port St. Lucie, Florida. In the nineteen-nineties, the crime decrease was attributed to big obvious changes in city life and government—the decline of the drug trade, the gentrification of Brooklyn, the successful implementation of “broken windows” policing. But all those big changes happened a decade ago. Why is crime *still* falling?

The explanation may have to do with a shift in police tactics. The N.Y.P.D. has a computerized map showing, in real time, precisely where serious crimes are being reported, and at any moment the map typically shows a few dozen constantly shifting high-crime hot spots, some as small as two or three blocks square. What the N.Y.P.D. has done, under Commissioner Kelly, is to use the map to establish “impact zones,” and to direct newly graduated officers—who used to be distributed proportionally to precincts across the city—to these zones, in some cases doubling the number of officers in the immediate neighborhood. “We took two-thirds of our graduating class and linked them with experienced officers, and focussed on those areas,” Kelly said. “Well, what has happened is that over time we have averaged about a thirty-five-per-cent crime reduction in impact zones.”

For years, experts have maintained that the incidence of violent crime is “inelastic” relative to police presence—that people commit serious crimes because of poverty and psychopathology and cultural dysfunction, along



“I hope we can flip it before the tide comes in.”

with spontaneous motives and opportunities. The presence of a few extra officers down the block, it was thought, wouldn’t make much difference. But the N.Y.P.D. experience suggests otherwise. More police means that some crimes are prevented, others are more easily solved, and still others are displaced—pushed out of the troubled neighborhood—which Kelly says is a good thing, because it disrupts the patterns and practices and social networks that serve as the basis for law-breaking. In other words, the relation between New York City (a category) and criminality (a trait) is unstable, and this kind of instability is another way in which our generalizations can be derailed.

Why, for instance, is it a useful rule of thumb that Kenyans are good distance runners? It’s not just that it’s statistically supportable today. It’s that it has been true for almost half a century, and that in Kenya the tradition of distance running is sufficiently rooted that something cataclysmic would have to happen to dislodge it. By contrast, the generalization that New York City is a crime-ridden place was once true and now, manifestly, isn’t. People who moved to sunny retirement communities like Port St. Lucie because they thought they were much safer than New York are suddenly in the position of having made the wrong bet.

The instability issue is a problem for profiling in law enforcement as well. The law professor David Cole once tallied up some of the traits that Drug Enforcement Administration agents have used over the years in making generalizations about suspected smugglers. Here is a sample:

Arrived late at night; arrived early in the morning; arrived in afternoon; one of the first to deplane; one of the last to deplane; deplaned in the middle; purchased ticket at the airport; made reservation on short notice; bought coach ticket; bought first-class ticket; used one-way ticket; used round-trip ticket; paid for ticket with cash; paid for ticket with small denomination currency; paid for ticket with large denomination currency; made local telephone calls after deplaning; made long distance telephone call after deplaning; pretended to make telephone call; traveled from New York to Los Angeles; traveled to Houston; carried no luggage; carried brand-new luggage; carried a small bag; carried a medium-sized bag; carried two bulky garment bags; carried two heavy suitcases; carried four pieces of luggage; overly protective of luggage; disassociated self from luggage; traveled alone; traveled with a companion; acted too nervous; acted too calm; made eye contact with officer; avoided making eye contact with officer; wore expensive clothing and jewelry; dressed casually; went to restroom after deplaning; walked rapidly through airport; walked slowly through airport; walked aimlessly through airport; left airport by taxi; left airport by limousine; left airport by private car; left airport by hotel courtesy van.

Some of these reasons for suspicion are plainly absurd, suggesting that there’s no particular rationale to the

generalizations used by D.E.A. agents in stopping suspected drug smugglers. A way of making sense of the list, though, is to think of it as a catalogue of unstable traits. Smugglers may once have tended to buy one-way tickets in cash and carry two bulky suitcases. But they don't have to. They can easily switch to round-trip tickets bought with a credit card, or a single carry-on bag, without losing their capacity to smuggle. There's a second kind of instability here as well. Maybe the reason some of them switched from one-way tickets and two bulky suitcases was that law enforcement got wise to those habits, so the smugglers did the equivalent of what the jihadis seemed to

have done in London, when they switched to East Africans because the scrutiny of young Arab and Pakistani men grew too intense. It doesn't work to generalize about a relationship between a category and a trait when that relationship isn't stable—or when the act of generalizing may itself change the basis of the generalization.

Before Kelly became the New York police commissioner, he served as the head of the U.S. Customs Service, and while he was there he overhauled the criteria that border-control officers use to identify and search suspected smugglers. There had been a list of forty-three suspicious traits. He replaced it with a list of six broad criteria. Is there something suspicious about their physical appearance? Are they nervous? Is there specific intelligence targeting this person? Does the drug-sniffing dog raise an alarm? Is there something amiss in their paperwork or explanations? Has contraband been found that implicates this person?

You'll find nothing here about race or gender or ethnicity, and nothing here about expensive jewelry or deplaning at the middle or the end, or walking briskly or walking aimlessly. Kelly removed all the unstable generalizations, forcing customs officers to make generalizations about things that don't change from one day or one month to the next. Some percentage of smugglers will *always* be nervous, will *always* get their story wrong, and will *always* be caught by the dogs. That's why those kinds of inferences are more

reliable than the ones based on whether smugglers are white or black, or carry one bag or two. After Kelly's reforms, the number of searches conducted by the Customs Service dropped by about seventy-five per cent, but the number of successful seizures improved by twenty-five per cent. The officers went from making fairly lousy decisions about smugglers to making pretty good ones.

"We made them more efficient and more effective at what they were doing," Kelly said.



Does the notion of a pit-bull menace rest on a stable or an unstable generalization? The best data we have on breed dangerous-

ness are fatal dog bites, which serve as a useful indicator of just how much havoc certain kinds of dogs are causing. Between the late nineteen-seventies and the late nineteen-nineties, more than twenty-five breeds were involved in fatal attacks in the United States. Pit-bull breeds led the pack, but the variability from year to year is considerable. For instance, in the period from 1981 to 1982 fatalities were caused by five pit bulls, three mixed breeds, two St. Bernards, two German-shepherd mixes, a pure-bred German shepherd, a husky type, a Doberman, a Chow Chow, a Great Dane, a wolf-dog hybrid, a husky mix, and a pit-bull mix—but no Rottweilers. In 1995 and 1996, the list included ten Rottweilers, four pit bulls, two German shepherds, two huskies, two Chow Chows, two wolf-dog hybrids, two shepherd mixes, a Rottweiler mix, a mixed breed, a Chow Chow mix, and a Great Dane. The kinds of dogs that kill people change over time, because the popularity of certain breeds changes over time. The one thing that doesn't change is the total number of the people killed by dogs. When we have more problems with pit bulls, it's not necessarily a sign that pit bulls are more dangerous than other dogs. It could just be a sign that pit bulls have become more numerous.

"I've seen virtually every breed involved in fatalities, including Pomeranians and everything else, except a beagle or a basset hound," Randall Lockwood, a senior vice-president of the A.S.P.C.A. and one of the country's leading dog-

bite experts, told me. "And there's always one or two deaths attributable to malamutes or huskies, although you never hear people clamoring for a ban on those breeds. When I first started looking at fatal dog attacks, they largely involved dogs like German shepherds and shepherd mixes and St. Bernards—which is probably why Stephen King chose to make Cujo a St. Bernard, not a pit bull. I haven't seen a fatality involving a Doberman for decades, whereas in the nineteen-seventies they were quite common. If you wanted a mean dog, back then, you got a Doberman. I don't think I even saw my first pit-bull case until the middle to late nineteen-eighties, and I didn't start seeing Rottweilers until I'd already looked at a few hundred fatal dog attacks. Now those dogs make up the preponderance of fatalities. The point is that it changes over time. It's a reflection of what the dog of choice is among people who want to own an aggressive dog."

There is no shortage of more stable generalizations about dangerous dogs, though. A 1991 study in Denver, for example, compared a hundred and seventy-eight dogs with a history of biting people with a random sample of a hundred and seventy-eight dogs with no history of biting. The breeds were scattered: German shepherds, Akitas, and Chow Chows were among those most heavily represented. (There were no pit bulls among the biting dogs in the study, because Denver banned pit bulls in 1989.) But a number of other, more stable factors stand out. The biters were 6.2 times as likely to be male than female, and 2.6 times as likely to be intact than neutered. The Denver study also found that biters were 2.8 times as likely to be chained as unchained. "About twenty per cent of the dogs involved in fatalities were chained at the time, and had a history of long-term chaining," Lockwood said. "Now, are they chained because they are aggressive or aggressive because they are chained? It's a bit of both. These are animals that have not had an opportunity to become socialized to people. They don't necessarily even know that children are small human beings. They tend to see them as prey."

In many cases, vicious dogs are hungry or in need of medical attention. Often, the dogs had a history of aggressive incidents, and, overwhelmingly, dog-bite victims were children (par-

ticularly small boys) who were physically vulnerable to attack and may also have unwittingly done things to provoke the dog, like teasing it, or bothering it while it was eating. The strongest connection of all, though, is between the trait of dog viciousness and certain kinds of dog owners. In about a quarter of fatal dog-bite cases, the dog owners were previously involved in illegal fighting. The dogs that bite people are, in many cases, socially isolated because their owners are socially isolated, and they are vicious because they have owners who want a vicious dog. The junk-yard German shepherd—which looks as if it would rip your throat out—and the German-shepherd guide dog are the same breed. But they are not the same dog, because they have owners with different intentions.

"A fatal dog attack is not just a dog bite by a big or aggressive dog," Lockwood went on. "It is usually a perfect storm of bad human-canine interactions—the wrong dog, the wrong background, the wrong history in the hands of the wrong person in the wrong environmental situation. I've been involved in many legal cases involving fatal dog attacks, and, certainly, it's my impression that these are generally cases where everyone is to blame. You've got the unsupervised three-year-old child wandering in the neighborhood killed by a starved, abused dog owned by the dogfighting boyfriend of some woman who doesn't know where her child is. It's not old Shep sleeping by the fire who suddenly goes bonkers. Usually there are all kinds of other warning signs."

Jayden Clairoux was attacked by Jada, a pit-bull terrier, and her two pit-bull-mastiff puppies, Agua and Akasha. The dogs were owned by a twenty-one-year-old man named Shridev Café, who worked in construction and did odd jobs. Five weeks before the Clairoux attack, Café's three dogs got loose and attacked a sixteen-year-old boy and his four-year-old half brother while they were ice skating. The boys beat back the animals with a snow shovel and escaped into a neighbor's house. Café was fined, and he moved the dogs to his seventeen-year-old girlfriend's house. This was not the first time that he ran into trouble last year; a few months later, he was charged with domestic assault, and, in another incident, involving a street brawl, with ag-

gravated assault. "Shridev has personal issues," Cheryl Smith, a canine-behavior specialist who consulted on the case, says. "He's certainly not a very mature person." Agua and Akasha were now about seven months old. The court order in the wake of the first attack required that they be muzzled when they were outside the home and kept in an enclosed yard. But Café did not muzzle them, because, he said later, he couldn't afford muzzles, and apparently no one from the city ever came by to force him to comply. A few times, he talked about taking his dogs to obedience classes, but never did. The subject of neutering them also came up—particularly Agua, the male—but neutering cost a hundred dollars, which he evidently thought was too much money, and when the city temporarily confiscated his animals after the first attack it did not neuter them, either, because Ottawa does not have a policy of preemptively neutering dogs that bite people.

On the day of the second attack, according to some accounts, a visitor came by the house of Café's girlfriend, and the dogs got wound up. They were put outside, where the snowbanks were high enough so that the back-yard fence could be readily jumped. Jayden Clairoux

stopped and stared at the dogs, saying, "Puppies, puppies." His mother called out to his father. His father came running, which is the kind of thing that will rile up an aggressive dog. The dogs jumped the fence, and Agua took Jayden's head in his mouth and started to shake. It was a textbook dog-biting case: unneutered, ill-trained, charged-up dogs, with a history of aggression and an irresponsible owner, somehow get loose, and set upon a small child. The dogs had already passed through the animal bureaucracy of Ottawa, and the city could easily have prevented the second attack with the right kind of generalization—a generalization based not on breed but on the known and meaningful connection between dangerous dogs and negligent owners. But that would have required someone to track down Shridev Café, and check to see whether he had bought muzzles, and someone to send the dogs to be neutered after the first attack, and an animal-control law that insured that those whose dogs attack small children forfeit their right to have a dog. It would have required, that is, a more exacting set of generalizations to be more exactly applied. It's always easier just to ban the breed. ♦



"This wasn't commissioned by the Emperor. This is just my random thoughts on stuff."

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: Oct 4, 07

SUBJECT: Animal Services

AGENDA NUMBER OR TOPIC: non-agenda

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Cynthia Eardley

ADDRESS: 1825 SW Evans ST.

CITY/STATE/ZIP: Portland, OR

PHONE: DAYS: (503) 245-9318 EVES: _____

EMAIL: pantherpdx@aol.com FAX: _____

SPECIFIC ISSUE: Requesting Nathan who grad to do a performance audit re Multnomah County Animal Services

WRITTEN TESTIMONY: yes - on separate pages

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

For more than two years now, some of us who are involved in local animal welfare issues have been asking the county commissioners to retain nationally recognized shelter reform expert, Nathan Winograd, to audit the county animal shelter and make recommendations as to how it can reduce unnecessary cat and dog killing. www.nokilladvocacycenter.org. This goal is in accord with the recommendations a blue ribbon task force made to the commissioners in 2000.

We are here today with some of our fellow citizens to renew that request. A recent incident illustrates that needless killing is still occurring: In mid- August, county resident, Barry Reed, found a cat he turned in to the shelter as a stray; he specifically asked whether the cat would be euthanized and he was told that she wouldn't, that the county only killed feral cats (this wouldn't even be necessary if the county were relying on well-established non-lethal cat control methods). Later, when someone from our rescue group asked to have the cat released to us so that we could place her in a home, we were told that the cat "wasn't a candidate for adoption". Finally, after we begged him to, the kennel manager did agree to release the cat to us, whereupon we were able to place her in a home with an older man with whom she bonded almost immediately; the adoption is working out very well. Apparently the cat was uncomfortable around all the other cats in the shelter, and so acted territorial, as animals often do. Ironically, it the *most* people-oriented cats who often are least comfortable around other animals, and therefore, one would expect them to be very adoptable. The county's practice of labeling this kind of animal unadoptable and killing it is not isolated, nor is it limited to cats. These are the kinds of animals that should be released to less stressful foster care environments where they can be evaluated and placed in a proper home

In the past, I have testified that the enactment MCC 13.305 2 (B), which creates a duty to prevent animal trespass and permits people to take "trespassing" cats to the pound, corresponds with a 60% increase in cat intake and euthanasia, and that this ordinance, enacted since the task force recommendations, contradicts the task force finding that the county should place the highest priority on programs that prevent animals from entering the shelter in the first place. I have testified about stories covered by the Oregonian: about Mount Tabor resident, Jan Kowalk's cat, Panda, who was killed within 24 hours of entering the shelter after being trapped by a neighbor and former boyfriend. In July 2003, Kathryn Mason wrote a citizen's piece about a cat named Pretty who was killed without the owners' being consulted, although she was wearing ID. This happens all the time.

I have testified about the National Animal Interest Alliance, an animal use group that held seats on the animal control citizen advisory committee during the 1990s and about ORS 167.390(1) which creates an exception to the prohibition against trading in cat and dog fur if the animal is killed for another purpose, asking the rhetorical question: To what might this reasonably apply if not to euthanized shelter animals????

On November 10, 1999, in an Oregonian article written by David Austin when former MCAS director, Gary Hendel, took the agency's helm, outgoing director Hank Miggins

refers to a "big bomb that Larry Nichols told him was about to fall in someone's lap, but that wasn't his fault.

The bomb has yet to detonate.

While campaigning for office, Chair Wheeler talked about cleaning up this agency. We ask him to go forward with that idea. The public deserves to know what is really going on at our shelters and to know that its concerns are taken seriously.

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 10/04/07

SUBJECT: animal services

AGENDA NUMBER OR TOPIC: non-agenda item

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Rose Marie OPP

ADDRESS: 11135 SE Yamhill

CITY/STATE/ZIP: Portland OR 97216

PHONE: _____ DAYS: 503 256-4591

EVES: _____

EMAIL: _____

FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: As a citizen of Multnomah Co.,
I would like a performance audit. of the
Multnomah Co. shelter. We need data to
determine the status of our shelter and
community.

IF YOU WISH TO ADDRESS THE BOARD:

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4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

*****This form is a public record*****

MEETING DATE: Oct. 4, 2007

SUBJECT: Request performance audit of
the Multnomah Co. Animal Shelter

AGENDA NUMBER OR TOPIC: public communication NON
AGENDA

FOR: ✓ AGAINST: THE ABOVE AGENDA ITEM

NAME: Elizabeth Callison

ADDRESS: 2748 SW Old Orchard Road

CITY/STATE/ZIP: Portland, OR. 97201

PHONE: _____ DAYS: 503 244 0644 EVES: _____

EMAIL: callisoe@pdx.edu FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: Please consider seriously doing a performance audit of the County Animal Shelter. Questions have been coming up for many years, and people want to know. Please use someone with significant credibility and

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authority to perform a comprehensive audit of policy, procedures and cost/benefits. People love their pets - and this is a good way for the county leadership to reach out to the public and engage in a dialogue about animal treatment ~~and~~ ~~control~~ generally.

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 10/4/07

SUBJECT: How the welfare of animals is a widespread concern

AGENDA NUMBER OR TOPIC: public communication ~~NOW~~ AGENDA

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Jenna Portinga

ADDRESS: 430 NE 16th Ave Apt 440

CITY/STATE/ZIP: Portland, OR 97232

PHONE: DAYS: 503-701-2466

EVES: "

EMAIL: j-portinga@yahoo.com

FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: I work at Petco, a business that has made it ~~their~~ part of their job to get animals in shelters homes before selling or going to breeders. But when animals are being euthanized before my customers get to see them, what good does that

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do? They often don't know how many animals are put to sleep because of apparent problems that often do not show up when put in a home setting. Behavioral testing of dogs in a shelter is very stressful and often will not yield the true results.

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 10/4/07

SUBJECT: LOCAL ANIMAL ISSUES
PARTICULARLY THE EVER INCREASING PROBLEM
WITH DOGS & CATS

AGENDA NUMBER OR TOPIC: _____ NON-AGENDA

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: JOCK WELLS

ADDRESS: 7101 SE HARRISON ~~FOR~~

CITY/STATE/ZIP: PORTLAND 97215

PHONE: DAYS: (503) 774-2368 EVES: SAME

EMAIL: RIVERS AND ROSES FAX: _____
@MSN.COM

SPECIFIC ISSUE: LONG TERM SOLUTIONS

WRITTEN TESTIMONY: THIS ISSUE/PROBLEM HAS BEEN
PLAGUED BY LACK OF ATTENTION
GREATER PUBLIC AWARENESS & DIRECT
INVOLVEMENT WOULD MAKE A MAJOR
DIFFERENCE

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MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 10/4/07

SUBJECT: ONA Negotiations

AGENDA NUMBER OR TOPIC: NON-AGENDA

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Rob Nosse

ADDRESS: 1712 SE 47th Ave

CITY/STATE/ZIP: Portland

PHONE: DAYS: 293-0011 x318

EVES: 235-9889

EMAIL: rnosse@oregonn.org

FAX: _____

SPECIFIC ISSUE: Boregining

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

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2. Written testimony will be entered into the official record.

October 2, 2007

Commissioner Lisa Naito
Multnomah County Board of Commissioners
Multnomah Building
501 SE Hawthorne Blvd. Suite 600
Portland, OR 97214

RE: Oregon Nurses Association Negotiations

Dear Commissioner Naito:

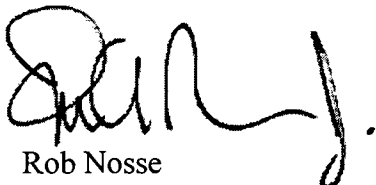
As of October 1st Oregon Nurses Association has declared impasse. This means that after 30 days with 10 days notice we can declare our intent to go on strike. We hope it does not come to this.

The key issues are fair compensation commiserate with the market and protection from contracting out schemes.

We have attached a market analysis of nursing wages in this area as well as the two letters from private corrections health firms that constitute the "study" that was done which justifies contracting out the work of 80 people. By looking at the wage study and by reading the bids that were offered you can see that we are behind in wages and that these letters hardly constitute a serious analysis as to whether or not the work of the jail can reasonably be done by a for-profit company in a major metropolitan area.

We have collected many petitions from our members and from supporters. We hope you will intervene and help us achieve a settlement that is both fair and reasonable for both sides.

Sincerely,



Rob Nosse
Labor Relations Representative

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Oregon Nurses Association Comparables

16-Aug-07

NP/PA

| Employer | Start | 5 Yrs | 10 Yrs | 15 Yrs | 20 Yrs | 25 Yrs |
|-----------------|---------|---------|---------|---------|---------|---------|
| Kaiser/ NP 14 | \$35.83 | \$41.54 | \$48.36 | \$50.30 | \$53.37 | \$53.37 |
| OHSU | \$34.14 | \$41.13 | \$43.11 | \$45.21 | \$47.36 | \$49.59 |
| Wash County | \$32.00 | \$38.32 | \$38.82 | \$38.82 | \$38.82 | \$38.82 |
| Clackamas | \$34.21 | \$41.47 | \$44.15 | \$44.38 | \$44.60 | \$45.03 |
| VA Hospital | \$34.15 | \$38.24 | \$43.36 | \$45.41 | \$45.41 | \$45.41 |
| Mult. County | \$31.88 | \$36.19 | \$41.13 | \$41.13 | \$41.95 | \$41.95 |
| AVE | \$34.07 | \$40.14 | \$43.56 | \$44.82 | \$45.91 | \$46.44 |
| AVE x 4% | \$35.43 | \$41.75 | \$45.30 | \$46.62 | \$47.75 | \$48.30 |
| | | | | | | |
| Difference | \$3.55 | \$5.56 | \$4.17 | \$5.49 | \$5.80 | \$6.35 |
| Percentage | 10.01% | 13.31% | 9.21% | 11.77% | 12.14% | 13.15% |
| County w/ raise | \$32.74 | \$37.17 | \$42.24 | \$42.24 | \$43.09 | \$43.08 |
| Difference | -\$2.69 | -\$4.58 | -\$3.06 | -\$4.38 | -\$4.66 | -\$5.22 |
| Percentage | 7.58% | 10.97% | 6.76% | 9.39% | 9.77% | 10.81% |

CHN/RN

| Employer | Start | 5 Yrs | 10 Yrs | 15 Yrs | 20 Yrs | 25 Yrs |
|-----------------|---------|---------|---------|---------|---------|---------|
| Kaiser | \$26.39 | \$31.82 | \$34.39 | \$35.77 | \$37.96 | \$37.96 |
| Legacy Clinic | \$24.51 | \$26.92 | \$29.78 | \$31.05 | \$32.61 | \$33.88 |
| Legacy Hospital | \$25.80 | \$29.39 | \$31.54 | \$33.04 | \$34.63 | \$36.56 |
| OHSU | \$25.86 | \$31.16 | \$32.66 | \$34.25 | \$35.88 | \$37.57 |
| OHSU-BSN | \$27.09 | \$32.64 | \$34.21 | \$35.22 | \$37.58 | \$39.35 |
| PPMC | \$26.99 | \$33.31 | \$34.95 | \$35.22 | \$38.68 | \$40.05 |
| STV | \$26.99 | \$33.31 | \$34.95 | \$35.22 | \$38.68 | \$40.05 |
| Tuality | \$26.03 | \$31.38 | \$34.90 | \$36.16 | \$37.86 | \$39.38 |
| Will. Falls | \$26.18 | \$32.27 | \$33.24 | \$34.59 | \$36.33 | \$36.69 |
| Clackamas | \$23.42 | \$28.35 | \$30.12 | \$30.26 | \$30.42 | \$30.71 |
| VA Hospital | \$22.77 | \$25.50 | \$28.92 | \$32.33 | \$33.01 | \$33.01 |
| VA Hospital-BSN | \$26.19 | \$29.33 | \$33.26 | \$33.26 | \$33.26 | \$33.26 |
| State | \$20.69 | \$24.87 | \$29.90 | \$29.90 | \$29.90 | \$29.90 |
| Wash County | \$23.97 | \$29.12 | \$29.12 | \$29.12 | \$29.12 | \$29.12 |
| Mult. County | \$23.14 | \$26.82 | \$30.63 | \$30.63 | \$31.25 | \$31.25 |
| AVE | \$25.21 | \$29.96 | \$32.28 | \$33.24 | \$34.71 | \$35.54 |
| AVE x 4% | \$26.21 | \$31.15 | \$33.57 | \$34.57 | \$36.10 | \$36.96 |
| | | | | | | |
| Difference | \$3.07 | \$4.33 | \$2.94 | \$3.94 | \$4.85 | \$5.71 |
| Percentage | 11.72% | 13.91% | 8.75% | 11.39% | 13.44% | 15.44% |
| County w/ Raise | \$23.77 | \$27.54 | \$31.46 | \$31.46 | \$32.09 | \$32.09 |
| Difference | \$2.45 | \$3.61 | \$2.11 | \$3.11 | \$4.01 | \$4.86 |
| Percentage | 9.34% | 11.58% | 6.29% | 9.00% | 11.10% | 13.16% |



September 7, 2006

Mr. Chuck French
Multnomah County District Attorney's Office
Room 600 County Courthouse
1021 SW 4th Avenue
Portland, OR 97204

Dear Chuck:

I have been reviewing the historical data provided relative to correctional healthcare services in Multnomah County and have additionally analyzed some of our data in like-size mega jails around the country. Let me try to provide you with a few insights on your current cost drivers in light of my 15 years of experience and our organization's 27 years in this field.

The delivery of correctional healthcare services is a difficult and inexact science. Every contract, even when comparing similar populations, is a bit unique in its own right. When comparing per inmate/per day costs analysis, one always needs to be careful to compare "*apple-to-apples*." For instance, are the programmatic aspects of the contracts inclusive of inpatient/outpatient services (offsite), behavioral health services, pharmaceuticals, equivalent staffing mix, 24/7 coverage or significantly disparate in terms of service delivery.

In assessing the key components of each dollar spent on this service, seven key elements compose a percentage of each dollar spent. These include:

| | |
|--------------------|----------|
| Labor | 55 – 60% |
| Pharmaceuticals | 15 – 20% |
| Offsite Care | 10 – 15% |
| Medical Supplies | 1 – 3% |
| Ancillary Services | 2 – 4% |
| Professional Fees | 3 – 5% |
| Management Fees | 4 – 8% |

Labor, to include nurses, physicians, mid-level professionals, med-techs, clerks and numerous other healthcare professionals represents your most significant expense. In Multnomah County

approximately 82 staff members take care of the healthcare needs of 1,580 inmates, a ratio of about one staff member to 19 incarcerated individuals. This is a very low ratio and causes one to conjecture about the productivity of the overall medical staff. Also of note is that your published data indicates that 77% of your total expenditures in FY04 were for personnel. In addition labor costs are being driven by a 96% RN staff mix making one wonder about a more effective utilization of appropriately credentialed individuals. As an example, can't LPN/LVNs take on any number of responsibilities at a somewhat lower remuneration rate. Finally, in light of the findings of your September 05 audit, other labor expense drivers like overtime scheduling, sick leave, and coverage for scheduled absences would seem to be unmanaged and not in keeping with our experience.

In order to provide you with some other outsourced benchmarks, I have attached a cost comparison of some of our facilities (attachment). If we conjecture that a per year per inmate cost of about \$3,500 - \$4,000 represents an average expenditure for a like size facility and is equivalent relative to services provided it would seem that Multnomah's approximate level of \$8,228 per inmate per year could be reduced to a significant degree.

While we have a number of facts and a financial review of your current operation, there are several questions that you and others need to ask before moving towards privatization or other alternatives:

- Is there sentiment to exploring alternatives like privatization (outsourcing) for this service?
- Are your current providers through the Health Department members of a collective bargaining unit?
- Are there community providers (hospital) agreements in place?
- Are you realizing appropriate economies on the purchase of pharmaceuticals?
- Is healthcare integrated with behavioral health service delivery?
- Have you considered the development of a Request for Proposal (RFP) that allows all parties to bid including the Health Department?
- Do you have contractual flexibility to consider alternative in this regard?
- What are the most appropriate next steps?

Your auditor's report spoke directly to the need to examine other cost savings initiatives and to at least challenge the current delivery system. My aforementioned thoughts have hopefully pointed to some of those major issues that need more discussion on many fronts. Once you have reviewed this information, let's get together and focus on the most prudent next steps.

Thank you again for the opportunity and I trust that our paths will cross in the near future.

Sincerely,

CORRECTIONAL MEDICAL SERVICES, INC.

Gary J. McWilliams
Vice President, Sales and Marketing

JAIL COST COMPARISON

| Jail | Location | ADP | 2005 Annual Revenue | Cost/Inmate |
|--------------------------------|--------------------|--------|------------------------|-------------|
| Mobile County | Mobile, AL | 1,310 | \$ 3,434,382 | \$ 2,621.67 |
| Richmond County | Augusta, GA | 1,226 | \$ 2,559,676 | \$ 2,087.83 |
| Lexington County | Lexington, KY | 1,216 | \$ 2,198,304 | \$ 1,807.82 |
| Prince George's County | Upper Marlboro, MD | 1,236 | \$ 3,561,948 | \$ 2,881.83 |
| Anne Arundel County | Annapolis, MD | 1,025 | \$ 3,787,554 | \$ 3,695.17 |
| Essex County | Middleton, MA | 1,368 | \$ 3,219,340 | \$ 2,353.32 |
| Kent County | Grand Rapids, MI | 1,213 | \$ 3,252,448 | \$ 2,681.33 |
| Macomb County | Mt. Clemens, MI | 1,453 | \$ 3,652,524 | \$ 2,513.78 |
| Douglas County | Omaha, NE | 1,070 | \$ 3,209,022 | \$ 2,999.09 |
| Albany County | Albany, NY | 791 | \$ 3,640,524 | \$ 4,602.43 |
| Monroe County | Rochester, NY | 1,351 | \$ 5,619,618 | \$ 4,159.60 |
| Galveston County | Galveston, TX | 876 | \$ 1,978,740 | \$ 2,258.84 |
| City of Virginia Beach | Virginia Beach, VA | 1,220 | \$ 2,440,928 | \$ 2,000.76 |
| Orange County | Goshen, NY | 620 | \$ 2,206,782 | \$ 3,559.33 |
| Calhoun County | Battle Creek, MI | 591 | \$ 1,147,030 | \$ 1,940.83 |
| Polk County | Des Moines, IA | 587 | \$ 1,662,820 | \$ 2,832.74 |
| City of St. Louis | St. Louis, MO | 1,550 | \$ 5,971,368 | \$ 3,852.50 |
| TOTAL CMS COMPARABLE CONTRACTS | | 18,703 | \$ 53,543,008 | \$ 2,862.80 |

*total
compiled
accepted*



Suite 200
105 Westpark Drive
Brentwood, TN 37027

(615) 376-1300
(800) 729-0069
fax (615) 350-1350

www.prisonhealth.com

September 28, 2006

Charles R. French
Senior Deputy District Attorney
Multnomah County Courthouse
1021 S.W. 4th Avenue, Rm 600
Portland, Oregon 97204

RE: Correctional Healthcare Program

Dear Mr. French:

I would like to thank you and Mr. Bradley for your time and consideration in meeting with Dr. Tatum and myself to discuss the delivery of healthcare within your correctional facilities. The decision to privatize your correctional healthcare delivery is certainly not one to be taken lightly. The information provided during our meeting was very beneficial and gave PHS the opportunity to evaluate and compare the data to similar medical contracts under our management.

The attached estimate for healthcare provision within your facilities is based upon similar size facilities and scope of service requirements, and assumes continuation of the level of service discussed during our meeting. We utilized information contained in the current union agreement and without any anticipation of negotiated rates for community services. Also, the driving factors in providing healthcare- including staffing, pharmaceuticals, physician/hospital rates, utilization, acuity of the population, malpractice and potential bonding costs- were taken into consideration.

Based on the information provided by your office, along with comparable data from similar correctional facilities, PHS believes that a full service healthcare contract could be developed in the cost range of \$4,500 to \$5,000 per inmate per year (or \$7,600,000 to \$8,450,000 annually) for a base population of 1,690. This represents a cost savings to the County of \$4,350,000 to \$5,200,000.

We did not take into account any potential for risk/cost sharing provisions, alternative pricing structures and mutual provisions for renegotiations based upon pre-defined changes in cost or operating assumptions. All of these contracting arrangements can establish a 'best value' for our client partners, and PHS believes that these aspects add accountability for an acceptable standard of healthcare at an acceptable price. The County may want to consider contracting alternatives such as a cost-based or fixed management fee, risk pools for off-site, or pharmacy expenses.

Charles French
September 28, 2006
Page 2

PHS believes that our conservative approach to your request is in the best interest of both parties. This is especially true during the resurgent inflationary period in the country's healthcare cost, coupled with the growing public sector budget shortfalls. In the event you have any questions or need additional information, please contact me at the address or telephone numbers below. I again thank you for this opportunity, and look forward to presenting the County with a healthcare proposal should the decision be made to release a Request for Proposal.

Sincerely,

Skip Gardei
Prison Health Services
Director Business Development
Office: 615-376-0696
Cell: 615-594-0042
Fax: 615-376-1350
gardeisg@asgr.com

ONA Tracking Sheet/Outstanding Issues, October 1, 2007

| Article | ONA | County |
|---|--|--|
| Article 2 On-call nurses | Reduced time to step increases; Increase in on-call differential to \$2.00 an hour | Not Interested. No increase in pay or acceleration of the time toward step increase. |
| Article 10 Health and Welfare | Issues around the elimination of the EBB and benefit changes and premium rate setting have been resolved. We agreed to the Local 88 Settlement in Mediation on September 24, pending something in writing. | Issues around the elimination of the EBB and benefit changes and premium rate setting have been resolved. Offered ONA the Local 88 Settlement. |
| Article 15 Wages and Differentials and OT | 2.7% COLA in first year retro to July 1 2% min to 5% max in rest of the years COLA based on CPI W on July 1 of each year Drop bottom Step new Top Step each year worth 3%. On July 1 Current Language on Longevity and Comp. Time and Overtime Pay. Evening Shift goes up to \$2.00 an hour. Car Allowance increased to \$100. Preceptors must volunteer Bilingual Pay current 4% compensation and nurses who use language on the job get the differential. | 2.7% COLA in first year 2% min to 5% max in rest of the years COLA based on CPI W. Current Language on Comp. Time and its accrual. |
| Letter of Agreement Preceptor Committee | Make a report about role and scope of precepting in County. Could lead to additional compensation | Not Interested |
| Article 17 Education Expenses | Each CHN and LCPN gets \$300 a year for educational expenses. Half that for PT. | Not Interested |
| Article 21 Contracting Out. | Contracting out only for better or superior service. Current Language on inclement weather. | Contracting out permitted but ONA could bargain the impact of the decision to contract out and even strike over the impact of that decision. Whether or not to contract out would still be the prerogative of the County with no right to strike over the decision. Current Language on inclement weather. |
| Article 24 Termination/Length of Agreement | Unofficially we would like a 3 year agreement. We have made no formal proposal on the length of the contract | 4 year agreement. |
| Addendum A | See Wages Article 15 | See Wages Article 15. |

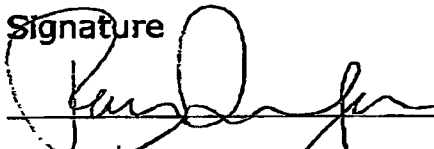


Please help nurses to get a contract settlement that is fair and protects public health.

Chair Ted Wheeler, Vice Chair Maria Rojo de Steffey, Commissioner Lisa Naito, Commissioner Jeff Cogen, Commissioner Lonnie Roberts.

We have been in bargaining since March of this year. The process started off with some of the most negative and mean-spirited proposals that we have ever seen. We are now in mediation.

We need a wage increase that keeps County nursing competitive with the nursing labor market. While our retirement and health benefits are comparable to the private sector, we need our wages to catch up. Contracting out health care in the jail to a for-profit company puts the public at risk. We need to make sure that there is appropriate treatment for inmates and adequate protection in our jails from disease out breaks.

Please do what you can to help

| Name | Signature | Classification | Worksite. |
|------------------|---|----------------|-----------|
| Rachel Dummigan |  | RNP | PMC |
| Jane O'Glasser |  | CHN | PMC |
| Anna Wolfe Perez |  | SRN | PMC |
| | | | |
| | | | |
| | | | |



Please return to ONA FAX Number (503) 293-0013 or via mail to ONA, before Friday, September 21st.
Mailing address is: 18765 SW Boones Ferry Road, Suite 200, Tualatin, OR 97062

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| Name | Signature | Classification | Worksite. |
|---------------------------|-----------------------|----------------|-------------------------|
| <u>Helen Rodman RN</u> | <u>Helen Rodman</u> | <u>CHN</u> | <u>Northeast Health</u> |
| <u>Linda Feldkamp RN</u> | <u>Linda Feldkamp</u> | <u>CHN</u> | <u>Northeast Health</u> |
| <u>Deborah Laurie LPN</u> | <u>Deborah Laurie</u> | <u>LPN</u> | <u>Northeast Health</u> |
| | | | |
| | | | |
| | | | |

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Association
Voice of Oregon Nurses Since 1904

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| Name | Signature | Classification | Worksite. |
|-----------------------|-----------------------|----------------|-------------|
| <u>Claudia Kaiser</u> | <u>Claudia Kaiser</u> | <u>LPN</u> | <u>NEHC</u> |
| <u>Marcia Blaine</u> | <u>Marcia Blaine</u> | <u>LPN</u> | <u>NEHC</u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
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| Name | Signature | Classification | Worksite. |
|-------------------------|-----------------------|----------------|-----------|
| Sarah Talbott Spathas | Sarah Talbott Spathas | CHN | NEC |
| Isabel Toledo-Silvestre | Isabel Toledo | PMHNP | NEHC |
| Alice Johnson | Alice Johnson | FNP | NEHC |
| Maxine Fookson | Maxine Fookson | RNP | NEHC |
| | | | |
| | | | |
| | | | |

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| Name | Signature | Classification | Worksite. |
|---------------------|---------------------|----------------|-------------------------------|
| <u>Karen Marks</u> | <u>Karen Marks</u> | <u>MD</u> | <u>Correc Health MCIS/JCH</u> |
| <u>Alison Takeo</u> | <u>Alison Takeo</u> | <u>NP</u> | <u>Correc Health MCIS</u> |
| <u>Wally Waples</u> | <u>Wally Waples</u> | <u>MCSD</u> | <u>Corrections</u> |
| _____ | _____ | _____ | _____ |
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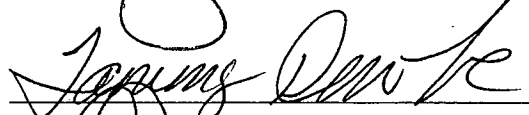
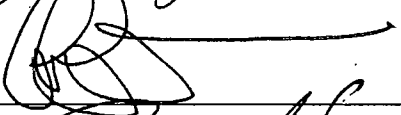
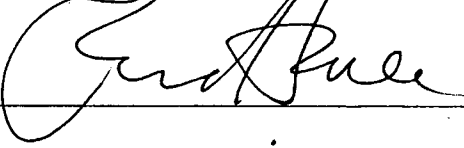
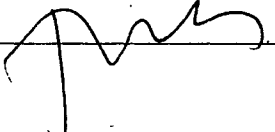
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| Name | Signature | Classification | Worksite |
|----------------|--|----------------|------------------------|
| Debra Hybach |  | FNP | WESTSIDE CLINIC |
| JAMES TRAYER |  | MD | Westside Clinic |
| Tammy Donohue |  | CSW | Westside Clinic |
| Lee WALTERS |  | M.D. | WESTSIDE CLINIC |
| Reck Hene |  | ans | WSHC |
| Jennifer Vines |  | MD | Westside Health Center |

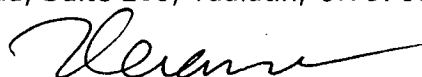
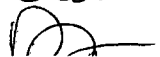


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Valerie Krause MD

MD CRAPPS RN

MD

CHN

westside

westside.

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| Name | Signature | Classification | Worksite |
|---------------------------|---------------------------|----------------|------------------|
| <u>Elizabeth D. Elkin</u> | <u>Elizabeth D. Elkin</u> | <u>CHN</u> | <u>ECS - ECC</u> |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |



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Please do what you can to help

| Name | Signature | Classification | Worksite. |
|-------------------------|-----------------------------|----------------|-------------|
| <u>Cynthia McKnight</u> | <u>Cynthia McKnight, RN</u> | <u>CH-RN</u> | <u>MCDC</u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
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SEP. 19. 2007 2:36PM MTC NO. 910 P. 1

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Chair Ted Wheeler, Vice Chair Maria Rojo de Steffey, Commissioner Lisa Naito, Commissioner Jeff Cogen, Commissioner Lonnie Roberts.

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Please do what you can to help

| Name | Signature | Classification | Worksite. |
|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| <u>Lori L. Koch</u> | <u>[Signature]</u> | <u>CHN</u> | <u>Marshall SBHC</u> |
| <u>JARA + Camp</u> | <u>[Signature]</u> | <u>NP</u> | <u>Marshall SBHC</u> |
| <u>Kelly Lau</u> | <u>[Signature]</u> | <u>SROA</u> | <u>Marshall SBHC</u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
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| Name | Signature | Classification | Worksite. |
|--------------------------------|-----------------------|----------------|-----------|
| Kathleen Thomas-Rheun | Kathleen Thomas-Rheun | CHN | ECC |
| Nancy Winters Nancy Winters | Nancy Winters RN | CHN | ECC |
| Mark Kent MARK KENT | Mark E. Kent RN | CHN | ECC |
| Chrystal Wiese | Chrystal Wiese | CHN | ECC-ETC |
| MARCIA MOEN | Mh | CHN | ECC |
| | | | |



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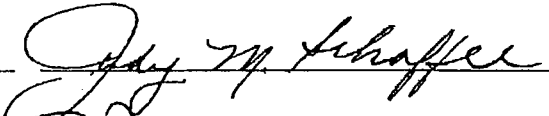
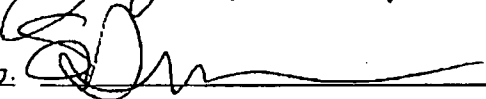
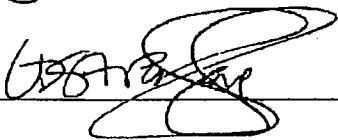
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| Name | Signature | Classification | Worksite. |
|----------------------|---|----------------|-----------|
| JUDY SCHAFER |  | RND | ECC |
| SHANNON ANASTASIADIS |  | PNP | ECC |
| Linda D. Striff |  | FP | GCAC |
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Name

Signature

Classification

Worksite.

OREGON NURSES ASSOC.

Anna E. Zeigler

[Signature]

CHN

On Call



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|-------------------------|------------------------|----------------|----------------|
| <u>Anna Stiefvater</u> | <u>Anna Stiefvater</u> | <u>CHN</u> | <u>NP/ECS</u> |
| <u>Judy Lubera</u> | <u>Judy Lubera</u> | <u>CHN</u> | <u>NP/ECS</u> |
| <u>Cecilia Dahlgren</u> | <u>C. Dahlgren</u> | <u>CHN</u> | <u>NP/ECS</u> |
| <u>Cynthia Foster</u> | <u>C. Foster</u> | <u>CHN</u> | <u>NP/ECS.</u> |
| _____ | _____ | _____ | _____ |
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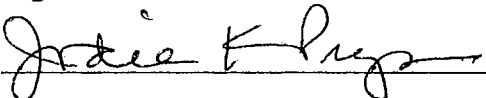
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| Name | Signature | Classification | Worksite. |
|--------------------------------|--|----------------|-----------|
| Joanne Joanne Pryor |  | RN | MCDC |
| Anne Cline | Anne E. Cline | RN | MCDC |
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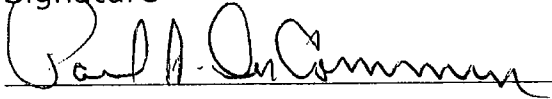
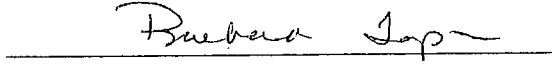

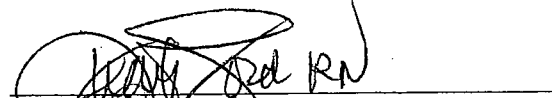
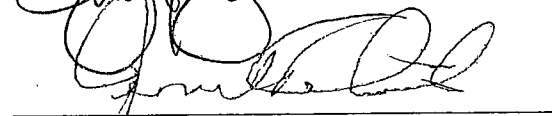
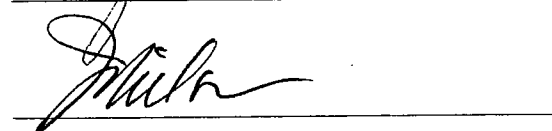
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| Name | Signature | Classification | Worksite. |
|-------------------|--|----------------|-----------|
| Paul A. DeCommun |  | CAN | MCDC |
| Barbara Topor |  | CHN | MCDC |
| ARTHUR DOWNARD |  | NP | MCDC |
| Judy Ford |  | CAN | MCDC |
| Geannette Roberts |  | CHN | MCDC |
| Julie Nielsen |  | CHN RN | MCDC |

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| Name | Signature | Classification | Worksite. |
|-----------------|-------------|----------------|-----------|
| MARY K Log | Mary K. Log | RN | MCDC |
| Esther Anderson | ea | RN | MCDC |
| Conrad, David | D. Conrad | RN | MCDC |
| Mary Burke | Mary Burke | RN | MCDC |
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| Name | Signature | Classification | Worksite. |
|---|------------------------|----------------|-------------|
| <u>Patricia Gayman</u> | <u>Patricia Gayman</u> | <u>CNA</u> | <u>MCDC</u> |
| <u>FRANK FRANK Fischen</u> | <u>F. Fischen</u> | <u>RN</u> | <u>MCDC</u> |
| <u>Betty Progovitz</u> | <u>Betty Progovitz</u> | <u>RN</u> | <u>MCDC</u> |
| <u>Connie Kitzing</u> | <u>Connie Kitzing</u> | <u>RN</u> | <u>MCBC</u> |
| <u>Deborah Planet</u> | <u>Deborah Planet</u> | <u>RN</u> | <u>MCDC</u> |
| <u>Heather Munro</u> <u>A. Munro, RN</u> | <u>H. Munro</u> | <u>RN</u> | <u>MCDC</u> |

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|------------------------|------------------------|----------------|-------------|
| <u>Sondra magnuson</u> | <u>Sondra magnuson</u> | <u>CHN</u> | <u>MCDC</u> |
| <u>Kim Conrad</u> | <u>Kim Conrad</u> | <u>CHN</u> | <u>mcpc</u> |
| <u>Craig Walter</u> | <u>Craig Walter</u> | <u>CHN</u> | <u>MCDC</u> |
| <u>Glenda Baxter</u> | <u>Glenda Baxter</u> | <u>CHN</u> | <u>MCDC</u> |
| <u>Julie Fuller</u> | <u>Julie Fuller</u> | <u>CHN</u> | <u>MCDC</u> |
| <u>Angela Warnock</u> | <u>Angela Warnock</u> | <u>CHN</u> | <u>MCDC</u> |

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|------------------------|--------------------------|----------------|-------------|
| <u>Debbie Plowden</u> | <u>Debbie Plowden</u> | <u>CHN</u> | <u>MCDC</u> |
| <u>KATHLEEN RISCOE</u> | <u>Kathleen Driscoll</u> | <u>CHN</u> | <u>MCDC</u> |
| <u>Lynette Frahm</u> | <u>Lynette Frahm</u> | <u>CHN</u> | <u>MCDC</u> |
| <u>Kim Soers</u> | <u>Kim Soers</u> | <u>CHN</u> | <u>MCDC</u> |
| <u>Christine Olson</u> | <u>Christine Olson</u> | <u>CHN</u> | <u>MCDC</u> |
| <u>Lynne H. Barnes</u> | <u>Lynne H. Barnes</u> | <u>CHN</u> | <u>MCDC</u> |

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| Name | Signature | Classification | Worksite. |
|---------------------------|---------------------------|----------------|---------------------------|
| <u>Judy J Marken</u> | <u>Judy J Marken</u> | <u>CHN</u> | <u>MCIJ</u> |
| <u>STEPHANIE RIVERMAN</u> | <u>Stephanie Riverman</u> | <u>CHN/RN</u> | <u>MCIJ - CORRECTIONS</u> |
| <u>Michelle Holt</u> | <u>Michelle Holt</u> | <u>CHN</u> | <u>MCIJ - CORRECTIONS</u> |
| <u>Kelli McCurtain</u> | <u>Kelli McCurtain</u> | <u>CHN</u> | <u>MCIJ - COR HEALTH</u> |
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| Name | Signature | Classification | Worksite. |
|----------------------|----------------------|----------------|-------------|
| <u>Jodie K Pryor</u> | <u>Jodie K Pryor</u> | <u>RN</u> | <u>MECC</u> |
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| Name | Signature | Classification | Worksite |
|---------------------|---------------------------|----------------|------------|
| Brian L. Taylor, RN | <i>Brian L. Taylor RN</i> | CHN-Lead | HNHC (HCC) |
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| Name | Signature | Classification | Worksite. |
|----------------------------|-------------------------|-------------------------------|-------------------------------------|
| <u>Melissa Wheeler, RN</u> | <u>Melissa Wheeler</u> | <u>Community Health Nurse</u> | <u>North Portland Health Center</u> |
| <u>Rachel Bicker, RN</u> | <u>Rachel Bicker</u> | <u>CHN</u> | <u>NPHC.</u> |
| <u>Dawn Bonnerie RN</u> | <u>Dawn Bonnerie</u> | <u>CHN</u> | <u>"</u> |
| <u>Deborah Palmieri</u> | <u>Deborah Palmieri</u> | <u>LPN</u> | <u>North Portland Clin</u> |
| <u>Helen McShane</u> | <u>Helen McShane</u> | <u>LPN</u> | <u>North Portland Health</u> |
| <u>Melanie McDabb</u> | <u>Melanie McDabb</u> | <u>LPN</u> | <u>N. Portland Health Center</u> |



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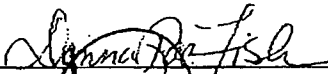
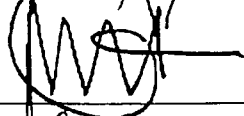
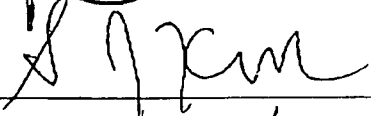
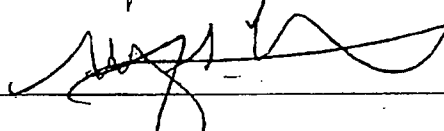


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|---------------------|--|----------------|-----------|
| DONNA RAE Fish |  | LPN | NPHC |
| FERNANDO Carrillo |  | FNP | NPHC |
| SUNNY KIM |  | MD | NPHC |
| Margaret A Zebrozko |  | PAC | NPHC |
| Lorna Loomis |  | Cphit | NPHC |
| Okidia Perry |  | CMA | NPHC |



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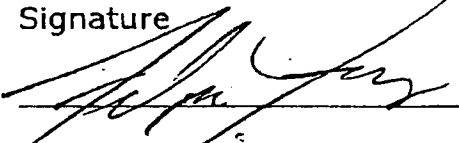



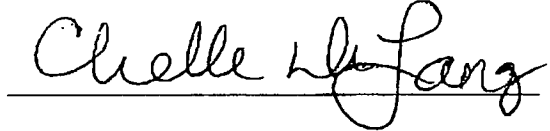
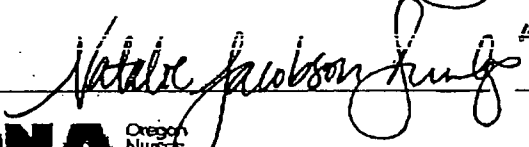
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Please do what you can to help

| Name | Signature | Classification | Worksite. |
|---|--|----------------|-----------|
| Felipe Sanchez |  | CMAA | NPHC |
| STEVEN PILMER |  | HA | NPHC |
| Cynthia Callaway |  | HA II | NPHC |
| PETER HOOCHER |  | MD | NPHC |
| Chelle DeLang |  | OA II | NPHC |
|  | NATALIE JACOBSON-DUNLOP | CHN | NPHC |



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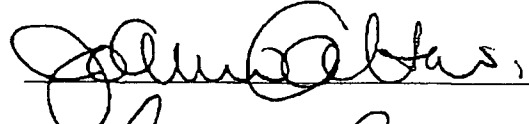
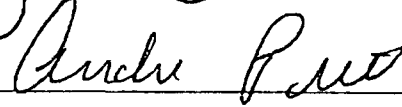
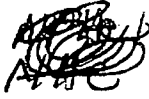
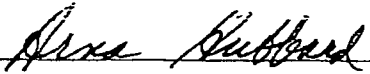
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Please do what you can to help

| Name | Signature | Classification | Worksite. |
|-----------------|--|----------------|---|
| Mariamarta Lee |  | HAI | NPC |
| Cindy Ayala |  | SN OA | NPC |
| Gessy Carpenter |  | RHIT | NPC |
| JoAnn Colton |  | OAT | NPHE |
| Andie Brink |  | Social worker | NEHC NPC &  |
| Anna Hubbard |  | FMP | NPHC |



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Please do what you can to help

Name

JOSEPH BUSCK

Signature

JB

Classification

PHYSICIAN

Worksite.

NORTH PORTLAND CLINIC



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Please do what you can to help

| Name | Signature | Classification | Worksite. |
|-------------------------|--------------------|----------------|------------------------------|
| <u>Kim Tuyet Le</u> | <u>[Signature]</u> | <u>Sr. O.A</u> | <u>North Portland Clinic</u> |
| <u>Alma H. Mardiny</u> | <u>[Signature]</u> | <u>OA II</u> | <u>NPHE</u> |
| <u>Yolena Matos</u> | <u>[Signature]</u> | <u>OA II</u> | <u>NPHE</u> |
| <u>Marshalla Taylor</u> | <u>[Signature]</u> | <u>OA II</u> | <u>NPHE</u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |



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Please do what you can to help

| Name | Signature | Classification | Worksite. |
|-----------------|-----------------|----------------|--------------|
| Lorraine Rogers | Lorraine Rogers | CHN | ECS/NFP/NEHC |
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| Name | Signature | Classification | Worksite. |
|------------------------|------------------------|----------------|-----------------------------|
| <u>Sheri Malstrom</u> | <u>Sheri Malstrom</u> | <u>CHN</u> | <u>NEHC - Healthy Start</u> |
| <u>DEBORAH CARLSON</u> | <u>Deborah Carlson</u> | <u>CHN</u> | <u>NEHC - Healthy Start</u> |
| <u>Monique Allen</u> | <u>Monique Allen</u> | <u>CHN</u> | <u>NEHC</u> |
| <u>Rose Pickett</u> | <u>Rose Pickett</u> | <u>CHN</u> | <u>NEHC/HBT</u> |
| <u>Carolyn Lamm</u> | <u>CAROLYN Lamm</u> | <u>CHN</u> | <u>NEHC/On call</u> |
| <u>Julia Gerber</u> | <u>Julia Gerber</u> | <u>CHN</u> | <u>NEHC/Healthy Start</u> |



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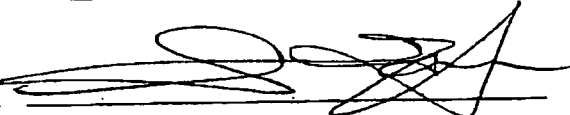
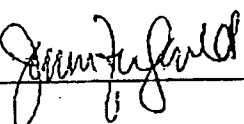
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| Name | Signature | Classification | Worksite. |
|-------------------------------|---|----------------|-----------|
| Shona Brunton |  | CHN | NEHC |
| Sara Shim |  | CHN | NEHC |
| Kar Jennifer Gould |  | CHN | NEHC |
| | | | |
| | | | |
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| Name | Signature | Classification | Worksite. |
|---------------------------------|--------------------------------|----------------|-------------------|
| <u>Christine Cravens</u> | <u>Christine Cravens</u> | <u>RN</u> | <u>NP-ECS</u> |
| <u>XVeronica Lopez Ericksen</u> | <u>Veronica Lopez Ericksen</u> | <u>RN</u> | <u>NP HC-ECS</u> |
| <u>Thanh Thuong</u> | <u>Thanh Thuong</u> | <u>RN</u> | <u>NPFO-ECS</u> |
| <u>Sarah Rawson</u> | <u>Sarah Rawson</u> | <u>RN</u> | <u>NP-ECS</u> |
| <u>Karen Slimp</u> | <u>Karen Slimp</u> | <u>RN</u> | <u>NFP-NP-ECS</u> |
| _____ | _____ | _____ | _____ |

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| Name | Signature | Classification | Worksite. |
|-----------------------|------------------------------|----------------|-------------------------------|
| DIANE DICKEY | <i>Diane Dickey</i> | CHN | NE ECS - Nurse Family Partner |
| Jennifer Harrison | <i>Jennifer Harrison</i> | CHN | NE ECS - NFP |
| Kimberly Wood Saldana | <i>Kimberly Wood Saldana</i> | CHN | North NFP |
| LeVonne Rogers | <i>LeVonne Rogers</i> | CHN | NEHC/ECS |
| Louisa Kaplan | <i>Louisa Kaplan</i> | CHN | NEHC - NFP |
| Nancy Kirchner | <i>Nancy Kirchner</i> | CHN | NEHC - NFP |



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|---------------------|---------------------|----------------|----------------------|
| PAULA LANGER | Paula Langer | RN | Willamette North ECS |
| CHARLENE ZAHARAKIS | Charlene Zaharakis | RN/CHN | WILLAMETTE NORTH ECS |
| Francine Goleiro | Francine Goleiro | RN | NP ECS |
| Laurie Irvine Wills | Laurie Irvine Wills | RN | NPHC N.P.F.O |
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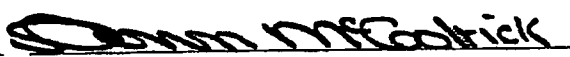

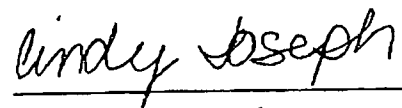
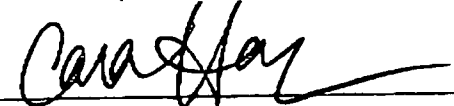
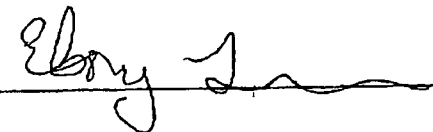
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|-----------------------|--|----------------|-----------|
| Ann McGolrick |  | OA | WNT |
| Gloria M. R. Trujillo |  | OA | ECS WNT |
| Lindy Joseph |  | RN/LHN | NP ECS |
| Cara Hafner |  | RN/CHN | NPECS |
| Ebony Johnson |  | RN/CHN | ECS WNT |
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|--------------------|--------------------|----------------|-----------|
| Genevieve OPLANSKY | Genevieve Oplansky | RN | ECS |
| Kathy Wade | Kathy Wade | RN | ECS |
| Anne Hanrahan | Anne Hanrahan | RN | ECS |
| VERA SAMOYLENKO | Vera Samoylenko | CNW | ECS/ECC |
| Joanne Buck | Joanne Buck | RN | ECS |
| Cathy Oken-Dennis | Cathy Oken-Dennis | M | ECS |

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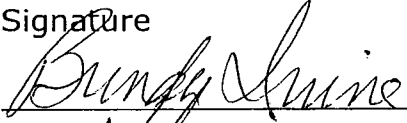
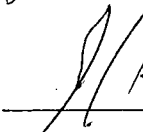
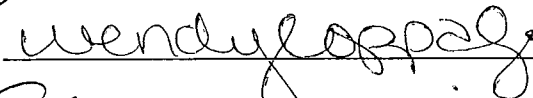
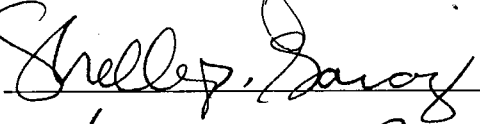
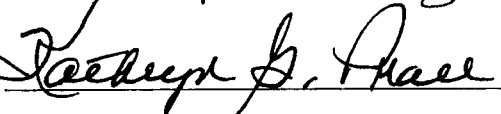
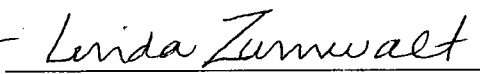
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|------------------|--|----------------|-----------|
| Brenda Irvine |  | CHN | ECS/ECC |
| Randy Wilson |  | Sp. OA | ECS/ECC |
| Wendy Coppage |  | CHN | ECS/ECC |
| Shelley S. Garay |  | CHN | ECS/ECC |
| Kathryn G. Prall |  | CHN | ECS/ECC |
| Linda L. Zumwalt |  | CHN | ECS/ECC |

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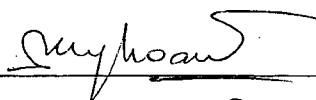
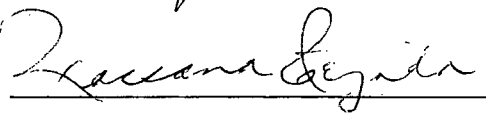

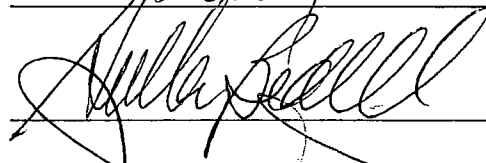


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|-----------------|--|----------------|-----------|
| Ta, Hoang Amy |  | CHN | ECC / ECS |
| Rossana Tejada |  | CHN | ECC / ECS |
| Nelly Attotsky |  | CHN | ECS / ECC |
| Shelley Sedell |  | CHN | ECC / ECS |
| Julio Maldonado |  | CHN | ECC / ECS |
| Mr. Alyandrus |  | CHW | ECC / ECS |

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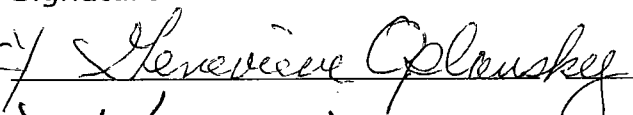
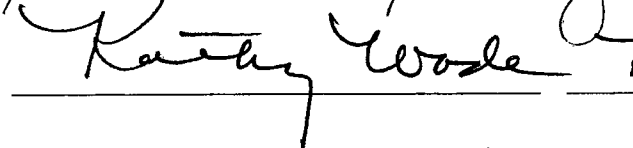
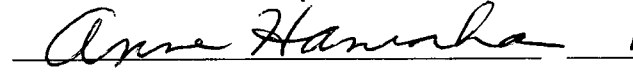

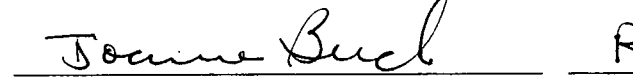
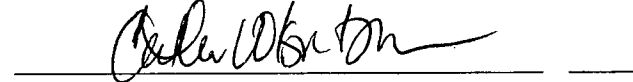
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Please do what you can to help

| Name | Signature | Classification | Worksite. |
|--------------------|--|----------------|-----------|
| Genevieve Oplansky |  | RN | ECS |
| Kathy Wade |  | RN | ECS |
| Anne Hanrahan |  | RN | ECS |
| VERA SAMOYLENKO |  | CNW | ECS/ECC |
| Joanne Buck |  | RN | ECS |
| Cathy Olsen-Dennis |  | M | ECS |



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| Name | Signature | Classification | Worksite. |
|---------------------------|---------------------------|----------------|---------------------------|
| <u>Judy J Marken</u> | <u>Judy J Marken</u> | <u>CHN</u> | <u>MCIJ</u> |
| <u>STEPHANIE RIVERMAN</u> | <u>Stephanie Riverman</u> | <u>CHN/RN</u> | <u>MCIJ - CORRECTIONS</u> |
| <u>Michelle Holt</u> | <u>Michelle Holt</u> | <u>CHN</u> | <u>MCIJ - CORRECTIONS</u> |
| <u>Kelli McCurtain</u> | <u>Kelli McCurtain</u> | <u>CHN</u> | <u>MCIJ - COR HEALTH</u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |



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| Name | Signature | Classification | Worksite. |
|----------------------|----------------------|----------------|---------------------------|
| Jessica Anderson | Jessica Anderson | CHN | MCIS / corrections health |
| Michaela Silva Kibay | Michaela Silva Kibay | CHN | MCIS |
| CAROL BORGMEIER | Carol Borgmeier | CHN | MCIS |
| Jeanette L. Cerezo | Jeanette Cerezo | CHN | MCIS / Corrections Health |
| James F. Markus | J. F. Markus | CHN | MCIS / Corrections Health |
| CAROL Serbet | Carol Serbet | CHN | MCIS - corrections health |

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| Name | Signature | Classification | Worksite. |
|---------------------------|---------------------------|----------------|-------------|
| <u>William King</u> | <u>William King</u> | <u>CHN</u> | <u>MCIS</u> |
| <u>Kathy Smith</u> | <u>Kathy Smith</u> | <u>CHN</u> | <u>MCIS</u> |
| <u>Jeanette L. Cerezo</u> | <u>Jeanette L. Cerezo</u> | <u>CHN</u> | <u>MCIS</u> |
| <u>Candace Hjort</u> | <u>C. Hjort</u> | <u>OA2</u> | <u>MCIS</u> |
| <u>Ethel Dillon</u> | <u>Ethel Dillon</u> | <u>OA2</u> | <u>MCIS</u> |
| <u>DAWN CRAG</u> | <u>Dawn H.</u> | <u>CHN</u> | <u>MCIS</u> |

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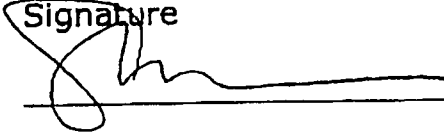

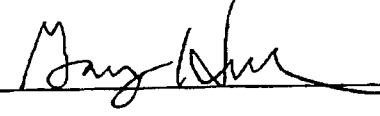
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| Name | Signature | Classification | Worksite. |
|---|---|----------------|-----------|
| Susan Melholland |  | CITN | MCDC |
|  | SEKUNTHY EARTH | CHN | MCDC |
| CARY HULTIN |  | MHC | MCDC |
| | | | |
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| Name | Signature | Classification | Worksite. |
|----------------|----------------|----------------|-----------|
| Deborah Planet | Deborah Planet | PN | MCDC. |
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| Name | Signature | Classification | Worksite. |
|------------------------|---------------------|----------------|----------------------|
| <u>Dianna H. Gates</u> | <u>Dianna Gates</u> | <u>RN</u> | <u>NP-WNT-ECS</u> |
| <u>LARRIE P. Noble</u> | <u>L. Noble</u> | <u>COLN</u> | <u>ADAPT/FSU/ACJ</u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
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| Name | Signature | Classification | Worksite. |
|--------------------------------|-----------------------|------------------|--------------|
| TERI A. MILLIS MS, RN, ANP-CNE | <i>Teri A. Millis</i> | RN/ NP - ON-call | HIV (H+SC) |
| Bob Nasse | <i>Bob Nasse</i> | ONH. | Trim. County |
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| Name | Signature | Classification | Worksite. |
|---|------------------|----------------|-----------|
| Jan Carpenter | Jan Carpenter | Op Sup | HCS |
| CONVIE ESPINOSA | Convie Espinosa | OA 2 | HCS |
| SHANNON MCWATT | Shannon McWatt | OA 2 | HCS |
| Angel ^{Julia} Rogel | Angel | OA 2 | HCS |
| Kristine Pearson | Kristine Pearson | OA 2 | HCS |

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| Name | Signature | Classification | Worksite. |
|---------------|----------------------|----------------|-----------|
| CHRISTA BLACK | <i>Christa Black</i> | social worker | MCHD HSC |
| Maria Bonacci | <i>Maria Bonacci</i> | social worker | MCHD HSC |
| Daniel Didz | <i>Daniel Didz</i> | social work | MCHD HSC |
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| Name | Signature | Classification | Worksite |
|----------------------|--------------------------|----------------|--|
| CATHERINE G. BLOSSET | <i>Catherine Blosser</i> | on-call PNP | FYI! on-call (when paid by on-call provider, they pay me \$6500/hour / 1 hr. is what the city is competing with! |
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| Name | Signature | Classification | Worksite |
|--------------------|--------------------|----------------|--|
| <u>Melody Long</u> | <u>Melody Long</u> | <u>RHN</u> | <u>Primary Care -</u> <u>McClay -</u> <u>Immunizations</u> <u>IS / Inverness Jail</u> |
| <u></u> | <u></u> | <u></u> | <u></u> |
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| Name | Signature | Classification | Worksite. |
|-----------------------|-----------------------|----------------|-----------------------|
| <u>Janet Buell</u> | <u>Janet Buell</u> | <u>CHN</u> | <u>Roosevelt SBHC</u> |
| <u>Marcela Delira</u> | <u>Marcela Delira</u> | <u>CHSII</u> | <u>Roosevelt SBHC</u> |
| <u>Linda Huth</u> | <u>Linda Huth</u> | <u>SROA</u> | <u>Roosevelt SBHC</u> |
| <u>Stephen Dwyer</u> | <u>Stephen Dwyer</u> | <u>MHC</u> | <u>Roosevelt SBHC</u> |
| <u>Carol Simmons</u> | <u>Carol Simmons</u> | <u>RN</u> | <u>Roosevelt SBHC</u> |
| | | | |

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| Name | Signature | Classification | Worksite. |
|----------------------|-----------------------------|----------------|------------|
| <u>NORMA Furlong</u> | <u><i>Norma Furlong</i></u> | <u>FNAP</u> | <u>CTC</u> |
| <u>Bill Akin</u> | <u><i>WCA</i></u> | <u>LPN</u> | <u>CTC</u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
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| Name | Signature | Classification | Worksite. |
|-----------------------|---------------------|-------------------------------|----------------------------|
| <u>Tom Ely</u> | <u>Tom Ely</u> | <u>Community Health Nurse</u> | <u>School Based Health</u> |
| <u>Kristin Case</u> | <u>K Case</u> | <u>CNP</u> | <u>SBHC</u> |
| <u>Amy Rounsavell</u> | <u>A Rounsavell</u> | <u>FNP</u> | <u>SBHC</u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
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| Name | Signature | Classification | Worksite |
|----------------------|----------------------|----------------|----------------|
| <u>Sali Borchman</u> | <u>S Borchman RN</u> | <u>CHN</u> | <u>Madison</u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
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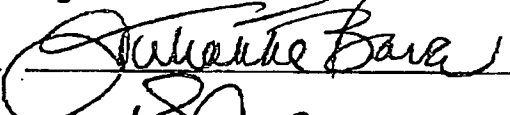

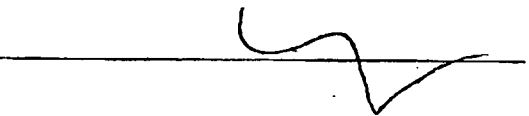
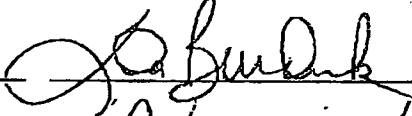
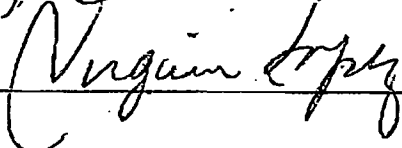
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| Name | Signature | Classification | Worksite. |
|-------------------|--|-----------------------------------|-----------|
| Julianne Bava |  | CNM | MCC/MCHD |
| Erin Shawn |  | FNP | MCC/MCHD |
| Wayne Englund |  | WNS | MCC/MCHD |
| Susanne Lowensohn | Susanne Lowensohn | LPN | MCC/MCHD |
| Linda Burdick |  | PNP | MCC/MCHD |
| Virginia López |  | Nursing Clinical Supervisor | LCDBS |

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|------------------------|--|----------------|-----------|
| Vanessa Sanford |  | CHN | MCC |
| Anna Garcia |  | CHN | MCC |
| Kimberly Fairbanks Lee | K Fairbanks Lee | CHN | MCC |
| Nga Tran |  | CHN | MCC |
| Maria Dine | Maria Dine | CHN | MCC |
| Kathleen Glover | Kathleen Glover | MBN-PNP | MCC |



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Please do what you can to help

| Name | Signature | Classification | Worksite. |
|------------------------------------|------------------------------|----------------------|-----------|
| Laura Adonia | <i>Laura Adonia</i> | CHN | MCHC |
| Lauren Fries-Brundage | <i>Lauren Fries-Brundage</i> | Nsg Sup | MCHC |
| Steve Parker | <i>Steve Parker</i> | Lphw | MCHC |
| Amy Galasso | <i>AMY GALASSO</i> | NP | MCC |
| Omprava Mendenhall | <i>Omprava Mendenhall</i> | Int/Health Assistant | MCC |
| <i>(marion)</i> <i>(marion)</i> | <i>(marion)</i> | CHN | MCC |

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| Name | Signature | Classification | Worksite. |
|--------------------------|-----------------------|-------------------|----------------------|
| <u>Kathleen Quinn</u> | <u>Kathleen Quinn</u> | <u>SOCIAL W/C</u> | <u>MCCN</u> |
| <u>CEARA CARDER</u> | <u>Ceara Carder</u> | <u>LCSW</u> | <u>MCC</u> |
| <u>Marguerite Garsen</u> | <u>Mg H</u> | <u>PHNWP</u> | <u>MCC & APC</u> |
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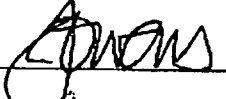
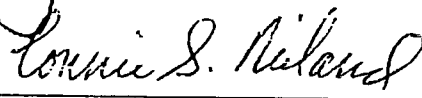
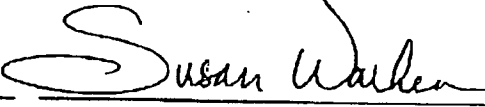


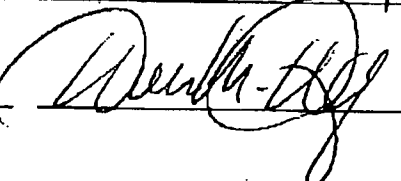
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|-------------------|--|----------------|---------------|
| Amie Owens |  | OATI | JDH |
| Connie S. Nieland |  | RN | JDH |
| Susan Walker |  | RN | JDH |
| Debbie Spicer |  | RN | JDH |
| Glenda Strech |  | RT. | JDH, IS, MCDC |
| Donna M. Dumas |  | RN, CHN | JDH |

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| Name | Signature | Classification | Worksite. |
|--------------------------|-----------------------|----------------|--------------------------|
| <u>E. Claire Ochs RN</u> | <u>E. Claire Ochs</u> | <u>CHN</u> | <u>1418 SE Belmont</u> |
| <u>Terry Bergner RN</u> | <u>Terry Bergner</u> | <u>CHN</u> | <u>1418 S.E. Belmont</u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
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| Name | Signature | Classification | Worksite. |
|----------------------------------|------------------------------|----------------|----------------------|
| <u>MARICANA O. STRAUSS</u> | <u>Marica Strauss</u> | <u>RN</u> | <u>HIV</u> |
| <u>Rhonda Loprinzi-Ortiz</u> | <u>Rhonda Loprinzi-Ortiz</u> | <u>RN</u> | <u>HIV - on call</u> |
| <u>BRIAN CAMP RN</u> | <u>Brian Camp</u> | <u>RN</u> | <u>HIV</u> |
| <u>Kim R. Baller</u> | <u>Kim R. Baller</u> | <u>RN</u> | <u>HIV</u> |
| <u>JAMES E. MCDONALD, F.N.P.</u> | <u>James McDonald</u> | <u>FNP</u> | <u>HHS</u> |
| <u>Michele Watton</u> | <u>Michele Watton</u> | <u>CMA</u> | <u>HIV</u> |

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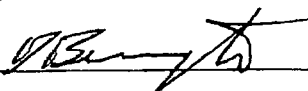
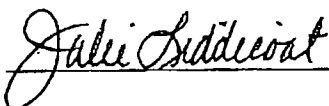
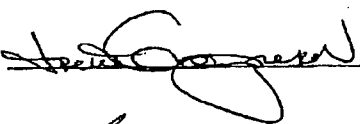
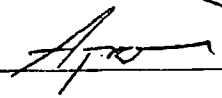
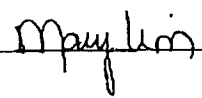
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| Name | Signature | Classification | Worksite. |
|-------------------------|---|----------------|------------------|
| <u>Donald Bevington</u> | <u></u> | <u>RN</u> | <u>TB/CD</u> |
| <u>PAUL KIPP</u> | <u>Paul Kipp</u> | <u>CHN</u> | <u>TB</u> |
| <u>Julie Liddicoat</u> | <u></u> | <u>RN</u> | <u>TB Clinic</u> |
| <u>Irina Grigoren</u> | <u></u> | <u>RN</u> | <u>TB Clinic</u> |
| <u>Anh Tran</u> | <u></u> | <u>RN</u> | <u>TBC</u> |
| <u>MARY LINN</u> | <u></u> | <u>RN</u> | <u>TBC</u> |



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|------------------|---------------------------|----------------|---------------|
| Thomas Miles | <i>Thomas Miles</i> | CHN | CD/OHO |
| Jacklyn K. Gust | <i>Jacklyn K. Gust RN</i> | RN | Travel Clinic |
| Julie Lueker | <i>Julie Lueker</i> | Chw | CD/OHO |
| HARRIET HOMAN | <i>Harriet Homan</i> | Chw | CD/OHO |
| Kathrine Segnitz | <i>Kathrine Segnitz</i> | RN | CD/OHO |
| Sharon Shakya | <i>Sharon Shakya</i> | CHN | CD/OHO |



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| Name | Signature | Classification | Worksite. |
|----------------------------|-----------------------|---------------------------|-------------------|
| <u>Jeane Krinsley, FNP</u> | <u>J Krinsley FNP</u> | <u>Nurse Practitioner</u> | <u>STD Clinic</u> |
| <u>Diane Guta FNP</u> | <u>Diane Guta FNP</u> | <u>Nurse Practitioner</u> | <u>STD Clinic</u> |
| <u>Elena Mejia, FNP</u> | <u>Elena Mejia</u> | <u>NP</u> | <u>STD / SBHC</u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
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|----------------------------|--------------------|----------------|------------|
| <u>C. Carlton, RN</u> | <u>[Signature]</u> | <u>CHN</u> | <u>AIC</u> |
| <u>JOAN CRAWFORD</u> | <u>[Signature]</u> | <u>CHN</u> | <u>AIC</u> |
| <u>PATRICIA BARRETT</u> | <u>[Signature]</u> | <u>CHN</u> | <u>AIC</u> |
| <u>Rebekah Wilhelm, RN</u> | <u>[Signature]</u> | <u>CHN</u> | <u>AIC</u> |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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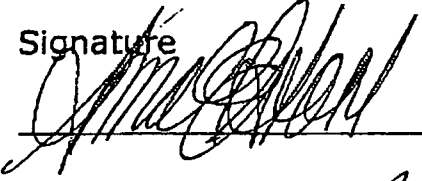
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|-----------------|--|----------------|-----------------------------------|
| ATHNA EATON |  | OASR | WNT/ECS |
| HARVEY G. CLARK | Harvey G. Clark | SECURITY | N. PORTLAND N. PORTLAND CLINIC |
| ISRAEL VILLAR | J. Villar | CHS | WNT/ECS. |
| EVE BUCHANAN | Eve Buchanan | OATI | NFP NEHC |
| | | | |
| | | | |



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| Name | Signature | Classification | Worksite |
|----------------------|----------------------|----------------|-------------|
| <u>Sandra Holden</u> | <u>Sandra Holden</u> | <u>WHNP</u> | <u>NCHC</u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
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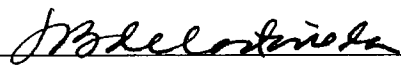
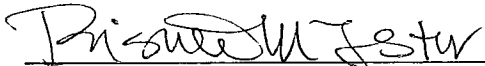
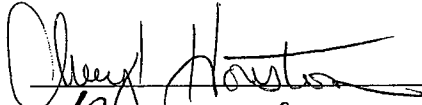
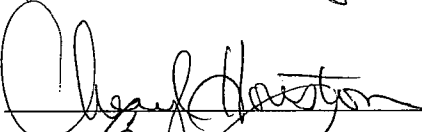
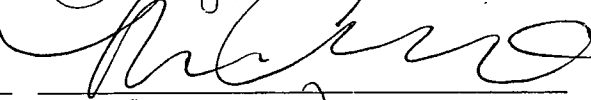
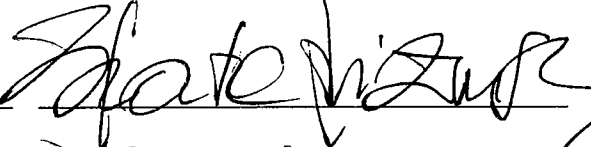
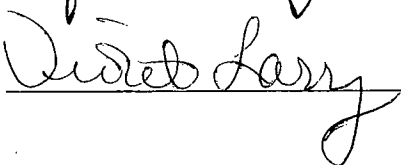
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| IRMA B. DE Castañeda |  | CHN | ECS/ECC |
| Priscilla M Jester |  | CHN | ECS/ECC |
|  |  | CHN | ECS/ECC |
| Norma Carrasco |  | OH II | ECS/ECC |
| Beata Nizinska |  | OH 2 | ECS/ECC |
| Viola Larry |  | CHN | ECS/ECC |

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MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 10/04/07
Agenda Item #: R-1
Est. Start Time: 9:30 AM
Date Submitted: 09/20/07

Agenda Title: Authorizing Settlement of Construction Contract Claim

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

Requested Meeting Date: October 4, 2007 Amount of Time Needed: 5 minutes
Department: Non-Departmental Division: County Attorney
Contact(s): Agnes Sowle
Phone: 503-988-3138 Ext. 83138 I/O Address: 503/500
Presenter(s): Matthew O. Ryan

General Information

1. What action are you requesting from the Board?

Authorize the settlement of construction contract claim for \$90,000 in the case of Ortiz and Associates vs. State of Oregon, involving a road project on a Multnomah County road. The County's Transportation Division managed the road project and by IGA with the State is responsible for handling the contractor's claim. Plaintiff's total original claim was for just under \$250,000 plus any interest or attorney fees that may be awarded.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The road project was for the reconstruction of the Stark Street Viaduct in the Columbia Gorge. Even though there were some delays, the project was completed in a timely manner. The plaintiff claims it is entitled to more funds because of cost overruns, delays, design errors and interest on progress payments that were paid late. Under ORS 279C.570 (3), if the plaintiff can establish certain fees indeed were paid late, then there is an entitlement to interest and attorney fees. This expanded plaintiff's claim relating to potentially more than one occasion when fees were allegedly paid late; was only recently allowed by a Circuit Court Judge over the County Attorney's objection. The County disputes the merits of that claim but acknowledges the uncertainty of defending it.

In mediation, initially the parties were unable to settle. The mediator however continued his efforts and obtained a settlement of \$90,000 based on his assessment of the matter and the risks the case presented to both sides; which was accepted by the parties. The County Attorney and the Transportation Division recommend that the BCC approve the proposed settlement as this is a cost effective way to resolve this dispute, before much more litigation costs are incurred.

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

The funds to pay the settlement will come from the County's Road Fund. The County will need to adjust existing projects to account for this expenditure.

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

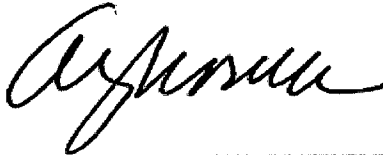
Pursuant to Resolution 07-037, the County Attorney must obtain Board approval for all settlements of or over \$25,000.

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

N/A

Required Signature

**Elected Official or
Department/
Agency Director:**

A handwritten signature in black ink, appearing to read "A. J. Smith", is written over a horizontal line.

Date: 9/20/07



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 10-04-07
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 10/04/07
Agenda Item #: R-2
Est. Start Time: 9:32 AM
Date Submitted: 09/19/07

BUDGET MODIFICATION: DCHS - 08

Budget Modification DCHS-08 Decreasing Developmental Disabilities Services
Agenda Division Federal/State Appropriation by \$51,432,240 to Reflect State of Oregon
Title: Payment Process Changes

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

| | | | |
|-------------------------|------------------------------|------------------------|-----------------------------------|
| Requested Meeting Date: | <u>October 4, 2007</u> | Amount of Time Needed: | <u>5 minutes</u> |
| Department: | <u>County Human Services</u> | Division: | <u>Developmental Disabilities</u> |
| Contact(s): | <u>Kathy Tinkle</u> | | |
| Phone: | <u>988-3691</u> | Ext. | <u>26858</u> |
| | | I/O Address: | <u>167/1/620</u> |
| Presenter(s): | <u>Patrice Botsford</u> | | |

General Information

1. What action are you requesting from the Board?

The Department of County Human Services recommends approval of budget modification DCHS-08 decreasing Developmental Disabilities Services Division (DDSD) Federal/State appropriation by \$51,432,240 to reflect State of Oregon payment process changes to the State Mental Health Grant. These changes are process only and will not impact client services.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

In August of 2005, the State Department of Seniors and Persons with Disabilities (SPD) developed a web-based electronic payment system (eXPRS) designed to allow providers direct billing access for services to DDSD clients. The intent of the change was to streamline the payment process by having the State make direct payments to the providers rather than to pass those funds through the County for processing. During the 2005-2007 biennium, the State's eXPRS Payment and Reporting System was not fully operational and at the time the Department's FY08 budget was adopted it was uncertain whether or not the system would be ready for the new fiscal year. However, beginning

with the new 2007-2009 biennium on July 1st, the eXPRS system has been implemented and the State has now taken over the responsibility for making payments directly to providers. With the State successfully making direct provider payments, the funds will no longer pass thru the County. This budget modification, DCHS - 08, adjusts the DCHS budget to reflect this process change.

Clients are not losing services due to this change, nor does it diminish the tasks and responsibilities of the Developmental Disabilities Services Division (DDSD) regarding contracts with these providers, which include management of these services; handling all individual transfers in and out of placements; working with provider agencies; and monitoring expenditures. DCHS finance staff will continue to inform the State of program authorizations for payment via the eXPRS system. The primary impact is with the accounts payable process.

There is precedent for this type of funding arrangement that continues services but does not fund them through the County. DDSD currently manages over \$17 million in services for the provision of adult and children's foster care that does not appear in the County budget. This has been a long standing practice and a process that has worked well.

This change impacts program offer 25012 DD Services for Adults with Developmental Disabilities.

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

This modification decreases Developmental Disabilities Services Division Federal/State appropriation by \$51,432,240 for the following service elements, along with a corresponding reduction in direct client assistance expense:

| | |
|---|--------------|
| DD 50 Residential Services | \$34,165,454 |
| DD 51 Supported Living Services | \$ 6,462,806 |
| DD 54 Employment & Alternative Services | \$10,803,980 |

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

None

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

N/A

ATTACHMENT A

Budget Modification

If the request is a Budget Modification, please answer all of the following in detail:

- **What revenue is being changed and why?**

State Mental Health Grant revenue is decreased by \$51,432,240 to reflect the current agreement with the State of Oregon. The State is making direct payments to the providers via the eXPRS Payment and Reporting System, so the funds will no longer pass thru the County.

- **What budgets are increased/decreased?**

Developmental Disabilities appropriation decreases by \$51,432,240 for program offer 25012.

- **What do the changes accomplish?**

Changes method of provider payments from County to State and brings the budget in line with the current state agreement. Client service levels are not reduced as a result of this process change.

- **Do any personnel actions result from this budget modification? Explain.**

No

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

No impact, as the funding is restricted to direct client assistance.

- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**

The state has assumed the payment responsibility starting July 1, 2007 and ongoing.

- **If a grant, what period does the grant cover?**

7/1/07 – 6/30/09

- **If a grant, when the grant expires, what are funding plans?**

N/A

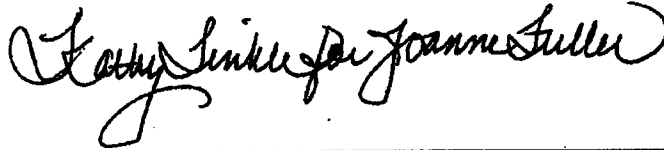
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| <p><i>NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.</i></p> |
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ATTACHMENT B

BUDGET MODIFICATION: DCHS- 08

Required Signatures

**Elected Official
or Department/
Agency Director:**



Date: 09/17/07

Budget Analyst:



Date: 09/20/07

Department HR: N/A

Date: _____

Countywide HR: N/A

Date: _____

Budget Modification ID: **DCHS-08****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2008

| Line No. | Fund Center | Fund Code | Func. Area | Accounting Unit | | | Cost Element | Current Amount | Revised Amount | Change Increase/ (Decrease) | Subtotal | Description |
|----------|-------------|-----------|------------|-----------------|-------------|-------------|--------------|----------------|----------------|-----------------------------|----------|--------------------------|
| | | | | Program Offer | Cost Center | WBS Element | | | | | | |
| 1 | 20-50 | 81050 | 40 | 25012 | | DD PIP 51 | 50190 | (6,462,806) | 0 | 6,462,806 | | IG-OP Fed thru State |
| 2 | 20-50 | 81050 | 40 | 25012 | | DD PIP 51 | 60155 | 6,462,806 | 0 | (6,462,806) | | Direct Client Assistance |
| 3 | | | | | | | | | | | | |
| 4 | 20-50 | 81051 | 40 | 25012 | | DD PIP 50 | 50190 | (34,165,454) | 0 | 34,165,454 | | IG-OP Fed thru State |
| 5 | 20-50 | 81051 | 40 | 25012 | | DD PIP 50 | 60155 | 34,165,454 | 0 | (34,165,454) | | Direct Client Assistance |
| 6 | | | | | | | | | | | | |
| 7 | 20-50 | 81054 | 40 | 25012 | | DD PIP 54 | 50190 | (10,803,980) | 0 | 10,803,980 | | IG-OP Fed thru State |
| 8 | 20-50 | 81054 | 40 | 25012 | | DD PIP 54 | 60155 | 10,803,980 | 0 | (10,803,980) | | Direct Client Assistance |
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MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 10-04-07
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 10/04/07
Agenda Item #: R-3
Est. Start Time: 9:34 AM
Date Submitted: 09/26/07

BUDGET MODIFICATION: DCHS - 11

Agenda Title: Budget Modification DCHS- 11 Increasing the Department of County Human Services SUN Schools Budget by \$110,000 in Title III Federal Forest Payment Funding

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

| | | | |
|-------------------------|--|------------------------|---------------------------|
| Requested Meeting Date: | <u>October 4, 2007</u> | Amount of Time Needed: | <u>5 min</u> |
| Department: | <u>DCHS</u> | Division: | <u>SUN Service System</u> |
| Contact(s): | <u>Peggy Samolinski and Bob Thomas</u> | | |
| Phone: | <u>503 988-6295</u> | Ext. | <u>24564</u> |
| | I/O Address: | | <u>167/200</u> |
| Presenter(s): | <u>Peggy Samolinski</u> | | |

General Information

1. What action are you requesting from the Board?

The Department of County Human Services (DCHS) requests approval of Budget Modification DCHS- 11. This budget modification adds \$110,000 in Title III Federal Forest Payment Education funding to the DCHS SUN Schools Fiscal Year '08 budget.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Department of County Human Services was contacted by the Department of County Management in late June 2007 and asked whether the SUN Community Schools program would be able to utilize Title III Federal Forest funds for a forestry education program through the SUN Community School sites.

The funds are one-time-only for Fiscal Year '08, and must be used for a very specific focus, namely forestry education programs for youth. DCHS is conducting a Competitive Request for Quotes to identify suitable contractors to carry out the services required under this funding. This procurement

was necessary due to the amount of funding available and the desire to have a qualified pool of entities that could carry out this work in the community. It is anticipated that programming will start in November 2007 and conclude by the end of June 2008. Despite the later start up, we do anticipate being able to spend all of the funds for two reasons: First, there will be more than one contractor who can carry out this work; second, there are a high number of schools who have expressed an interest in forestry education curriculum. This change impacts program offer #25145.

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

The FY08 budget will be increased by \$110,000 in one-time-only Title III funding. These payments are currently not budgeted anywhere else in the County's FY 2008 budget.

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

n/a

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

n/a

ATTACHMENT A

Budget Modification

If the request is a Budget Modification, please answer all of the following in detail:

- **What revenue is being changed and why?**

Budget Modification DCHS_11 adds \$110,000 of the Title III funds to the FY08 budget for the Department of County Human Services SUN Schools Program Offer #25145.

- **What budgets are increased/decreased?**

Title III funds in the amount of \$110,000 will be added to the DCHS SUN Community Schools FY08 budget. Of this amount, \$100,000 will be contracted to service providers to provide forestry education programming for school age youth in SUN Community Schools throughout Multnomah County. The remaining \$10,000 will be used to pay for Administrative costs, including staff time and training as follows:

- Staff workload and \$8,953 associated payroll expenses will be shifted from the State Community Services Block Grant (CSBG) program funds to the Title III grant. This change will allow the CSBG program funds to be added to existing service contracts as a one time only increase for additional case management services for at-risk and homeless families.
- The remaining \$1,047 Title III Administrative funds will pay for materials and supplies used in the process of administering the funds.

- **What do the changes accomplish?**

Allows the funds to be contracted to non-profit providers to provide forestry education programs for youth.

- **Do any personnel actions result from this budget modification? Explain.**

There will be no net change in staffing.

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

This funding does not pay Indirect. The \$10,000 Administrative allocation will pay for departmental overhead costs, such as staff time, materials and supplies.

- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**

This is one-time-only funding.

- **If a grant, what period does the grant cover?**

n/a

- **If a grant, when the grant expires, what are funding plans?**

The program will end as of June 30, 2008; because it is curriculum based and can be done in a series of classes, the ending will not create any gaps.

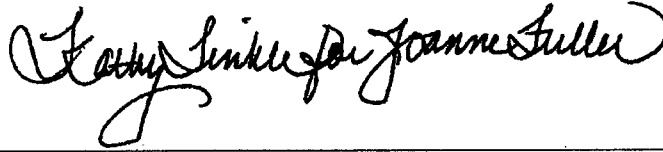
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| <p><i>NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.</i></p> |
|---|

ATTACHMENT B

BUDGET MODIFICATION: DCHS - 11

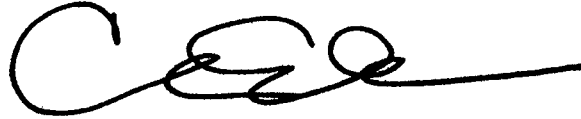
Required Signatures

**Elected Official
or Department/
Agency Director:**



Date: 09/26/07

Budget Analyst:



Date: 09/27/07

Department HR:

Date:

Countywide HR:

Date:

Budget Modification ID: **DCHS_11****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2008

| Line No. | Fund Center | Fund Code | Func. Area | Accounting Unit | | | Cost Element | Current Amount | Revised Amount | Change Increase/ (Decrease) | Subtotal | Description |
|----------|-------------|-----------|------------|-----------------|-------------|-------------------------|--------------|----------------|----------------|-----------------------------|----------|-----------------------|
| | | | | Program Offer | Cost Center | WBS Element | | | | | | |
| 1 | 22-20 | 1000 | 40 | 25145 | | TITL3-SCPSP.SUN.FRST.PG | 50117 | 0 | (100,000) | (100,000) | | In Lieu of Tax-Prog |
| 2 | 22-20 | 1000 | 40 | 25145 | | TITL3-SCPSP.SUN.FRST.PG | 60160 | 0 | 100,000 | 100,000 | 0 | Pass Thru & Pgm Suppt |
| 3 | | | | | | | | | 0 | | | |
| 4 | 22-20 | 1000 | 40 | 25145 | | TITL3-SCPSP.SUN.FRST.AD | 50117 | 0 | (10,000) | (10,000) | | In Lieu of Tax-Prog |
| 5 | 22-20 | 1000 | 40 | 25145 | | TITL3-SCPSP.SUN.FRST.AD | 60000 | 0 | 5,759 | 5,759 | | Permanent |
| 6 | 22-20 | 1000 | 40 | 25145 | | TITL3-SCPSP.SUN.FRST.AD | 60130 | 0 | 1,848 | 1,848 | | Salary Related Expns |
| 7 | 22-20 | 1000 | 40 | 25145 | | TITL3-SCPSP.SUN.FRST.AD | 60140 | 0 | 1,346 | 1,346 | | Insurance Benefits |
| 8 | 22-20 | 1000 | 40 | 25145 | | TITL3-SCPSP.SUN.FRST.AD | 60240 | 0 | 1,047 | 1,047 | 0 | Supplies |
| 9 | | | | | | | | | 0 | | | |
| 10 | 22-20 | 20710 | 40 | 25150 | | SCPSPPV.CSBG.07 | 60000 | 17,489 | 14,610 | (2,879) | | Permanent |
| 11 | 22-20 | 20710 | 40 | 25150 | | SCPSPPV.CSBG.07 | 60130 | 5,612 | 4,688 | (924) | | Salary Related Expns |
| 12 | 22-20 | 20710 | 40 | 25150 | | SCPSPPV.CSBG.07 | 60140 | 4,486 | 3,813 | (673) | | Insurance Benefits |
| 13 | 22-20 | 20710 | 40 | 25150 | | SCPSPPV.CSBG.07 | 60160 | 291,813 | 296,289 | 4,476 | 0 | Pass Thru & Pgm Suppt |
| 14 | | | | | | | | | 0 | | | |
| 15 | 22-20 | 20710 | 40 | 25150 | | SCPSPPV.CSBG.08 | 60000 | 16,930 | 14,050 | (2,880) | | Permanent |
| 16 | 22-20 | 20710 | 40 | 25150 | | SCPSPPV.CSBG.08 | 60130 | 5,433 | 4,509 | (924) | | Salary Related Expns |
| 17 | 22-20 | 20710 | 40 | 25150 | | SCPSPPV.CSBG.08 | 60140 | 4,337 | 3,664 | (673) | | Insurance Benefits |
| 18 | 22-20 | 20710 | 40 | 25150 | | SCPSPPV.CSBG.08 | 60160 | 291,812 | 296,289 | 4,477 | 0 | Pass Thru & Pgm Suppt |
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MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 10-04-07
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 10/04/07
Agenda Item #: R-4
Est. Start Time: 9:36 AM
Date Submitted: 09/20/07

BUDGET MODIFICATION: HD - 10

Agenda Title: Budget Modification HD-10 Appropriating \$229,543 in Revenue from the Bill and Melinda Gates Foundation to the Health Department for Research and Evaluation Services

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

Requested Meeting Date: October 04, 2007 Amount of Time Needed: 5 minutes
Department: Health Division: Community Health Promotion, Partnerships and Planning (CHP3)
Contact(s): Lester A. Walker, Finance and Budget Manager
Phone: 503-988-3674 Ext. X26457 I/O Address: 167/2/210
Presenter(s): Mike Stark, Program Manager and Consuelo Saragoza, CHP3 Director

General Information

1. What action are you requesting from the Board?

Approval of appropriation of \$229,543 in funding from the Bill and Melinda Gates Foundation for the Health Department to provide research and evaluation services to assist the Foundation's Global Health Strategies team with international tobacco control.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Bill and Melinda Gates Foundation allocates resources to impact the reduction of tobacco use in developing countries and improve people's health in those regions. The Health Department's Program Design and Evaluation Services (PDES) is well known for their evaluation expertise. The Foundation has engaged the Health Department's PDES to identify key areas in which the Foundation may allocate its resources effectively and to represent the Foundation at an international meeting regarding tobacco control in the developing world.

The work for the Gates Foundation will help staff from Multnomah County Health Department's

Program Design and Evaluation Services program learn more about evaluating tobacco prevention programs, such as Oregon-funded Multnomah County tobacco control program. In addition, the work with Gates Foundation will allow us to continue the development of relationships with the top tobacco control people in the world. This networking may lead to new funding opportunities, including new grants and contracts to serve the people of Multnomah County.

The grant requires both international and domestic travel which it fully funds. Two employees will make 2 trips to Africa, 2 trips to Asia, and 5 domestic trips.

This action enhances and supports Program Offer 40035 – Health Planning and Evaluation.

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

Approval of this budget modification will increase the Health Department's Federal/State FY08 budget by \$229,543.

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

N/A

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

N/A

ATTACHMENT A

Budget Modification

If the request is a Budget Modification, please answer all of the following in detail:

- **What revenue is being changed and why?**

The Health Department's federal/state revenue budget will increase by \$229,543 in FY08 as a result of the work performed under this grant.

- **What budgets are increased/decreased?**

The Health Department's CHP3 FY08 federal/state budget will increase by a total of \$229,543. Temporary personnel expenses by \$98,645, pass-through for State of Oregon services by \$15,578. Education and training will increase by \$97,085 for 2 staff to attend 4 international and 5 domestic trips. Indirect costs will increase by \$18,235.

- **What do the changes accomplish?**

- PDES will collect information about the projects being implemented under the Bloomberg International Initiative to prevent smoking. PDES will review documents describing the Bloomberg Initiative. PDES will conduct phone interviews with major Bloomberg grantees to determine the details of their projects and needs in tobacco control that would not be addressed by the Bloomberg work. PDES will then examine the Foundation's Tobacco Control Concept paper and compare the intervention approach in the Control Concept Paper against what was learned about the Bloomberg Initiative. A report will be prepared on the findings and submitted to the Foundation.
- PDES will provide six to ten reports that will assist the Foundation's Global Health Strategies team in refining the Tobacco strategy. The reports will be composed of broad goals, initiatives, and specific grant-making areas under those initiatives that are focused, evidence-based, and impact-directed, and are based on a broad examination of the literature, interviews with thought leaders and experts, and a thorough understanding of Foundation activities and ways of doing business. PDES will also identify key areas in which the Foundation may allocate its resources in 2007 in order to effectively impact the reduction of tobacco in developing countries to improve people's health in those regions.
- PDES will develop a Business Plan for the Foundation's grant-making strategy in the area of international tobacco control.
- The Foundation requires PDES to attend all international and domestic conferences and work sessions.

- **Do any personnel actions result from this budget modification? Explain.**

No additional FTE will result from this budget modification. Existing FTE (Principal Investigators, Research/Evaluation Supervisor) will perform services and temporary personnel (Transcribers) will assist with the project. Existing FTE will be covered by other contracts and grants when this project ends.

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

The revenue covers all indirect costs.

- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**

This revenue is one-time-only in nature. Ongoing funding will not be needed because the project

will be completed with this revenue.

- **If a grant, what period does the grant cover?**

The grant covers the period 11/01/06 to 12/31/07. The total award amount is \$247,196 of which \$17,653 was spent in FY07.

- **If a grant, when the grant expires, what are funding plans?**

The project will be completed when the grant expires.

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

ATTACHMENT B

BUDGET MODIFICATION: HD - 10

Required Signatures

**Elected Official or
Department/
Agency Director:**

Jillian Shirley / W2

Date: 09/12/07

Budget Analyst:

Angela Burdine

Date: 09/16/07

Department HR:

Leanne Hellerke

Date: 09/07/07

Countywide HR:

Date:

Budget Modification ID: **HD-08-10****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2007

| Line No. | Fund Center | Fund Code | Func. Area | Accounting Unit | | | Cost Element | Current Amount | Revised Amount | Change Increase/ (Decrease) | Subtotal | Description |
|----------|-------------|-----------|------------|-----------------|-------------|-------------|--------------|----------------|----------------|-----------------------------|----------|---|
| | | | | Internal Order | Cost Center | WBS Element | | | | | | |
| 1 | 40-16 | 32229 | 30 | | | 4CA88-02-1 | 50210 | - | (229,543) | (229,543) | | Bill and Melinda Gates Foundation |
| 2 | 40-16 | 32229 | 30 | | | 4CA88-02-1 | 60100 | | 64,137 | 64,137 | | Principal Investigators, R&E Sup, Transcri |
| 3 | 40-16 | 32229 | 30 | | | 4CA88-02-1 | 60135 | | 22,357 | 22,357 | | Non-base fringe |
| 4 | 40-16 | 32229 | 30 | | | 4CA88-02-1 | 60145 | | 12,151 | 12,151 | | Non-base insurance |
| 5 | 40-16 | 32229 | 30 | | | 4CA88-02-1 | 60160 | | 15,578 | 15,578 | | OR State - Research & Evaluation |
| 6 | 40-16 | 32229 | 30 | | | 4CA88-02-1 | 60260 | | 97,085 | 97,085 | | 2 trips to Africa for 2 people; 2 trips to Asia for 2 people, 5 domestic U.S. trips for 2 |
| 7 | 40-16 | 32229 | 30 | | | 4CA88-02-1 | 60350 | | 4,839 | 4,839 | | Central Indirect |
| 8 | 40-16 | 32229 | 30 | | | 4CA88-02-1 | 60355 | | 13,396 | 13,396 | | Departmental Indirect |
| 9 | | | | | | | | | | | | |
| 10 | 72-10 | 3500 | 0020 | | 705210 | | 50316 | | (12,151) | (12,151) | | Insurance Revenue |
| 11 | 72-10 | 3500 | 0020 | | 705210 | | 60330 | | 12,151 | 12,151 | | Offsetting expenditure |
| 12 | | | | | | | | | | | | |
| 13 | 19 | 1000 | 0020 | | 9500001000 | | 50310 | | (4,839) | (4,839) | | Indirect reimbursement revenue in GF |
| 14 | 19 | 1000 | 0020 | | 9500001000 | | 60470 | | 4,839 | 4,839 | | CGF Contingency expenditure |
| 15 | | | | | | | | | | | | |
| 16 | 40-90 | 1000 | 30 | | 409050 | | 50370 | | (13,396) | (13,396) | | Indirect Dept reimbursement revenue in GF |
| 17 | 40-90 | 1000 | 30 | | 409001 | | 60000 | | 13,396 | 13,396 | | Off setting Dept expenditure in GF |
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MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 10-04-07
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 10/04/07
Agenda Item #: R-5
Est. Start Time: 9:38 AM
Date Submitted: 09/20/07

BUDGET MODIFICATION: DCJ-08

Agenda Title: Budget Modification DCJ-08 Removing the Robert Wood Johnson Foundation Revenue for Reclaiming Futures from the Fiscal Year 2008 Budget

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

Requested Meeting Date: October 4, 2007 Amount of Time Needed: 5 minutes
Department: Dept. of Community Justice Division: Juvenile Services Division
Contact(s): Shaun Coldwell
Phone: 503-988-3961 Ext. 83961 I/O Address: 503 / 250
Presenter(s): David Koch, Assistant Director of the Juvenile Services Division

General Information

1. What action are you requesting from the Board?

The Department of Community Justice (DCJ) requests approval of a budget modification to remove revenue from the Robert Wood Johnson Foundation for Reclaiming Futures in the amount of \$89,328.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Reclaiming Futures was a five-year initiative of the Robert Wood Johnson Foundation that ended June 30, 2007. The purpose of the initiative was to improve treatment outcomes for youth in the justice system. Multnomah County was one of ten communities across the country chosen to be a project site. The Robert Wood Johnson Foundation authorized additional funding in the amount of \$150,000 (with a 25% match) to support these efforts over the next two years. (The Notice of Intent to apply for these funds was approved by the Multnomah County Board of Commissioners on February 22, 2007). The County's match was the personnel costs of the project manager position, which was previously funded by the grant. This position was eliminated from the FY-2008 budget. DCJ looked for, but was unable to find other alternatives in meeting the match requirement. This

grant has been transferred to the Foundation's National Program Office (NPO) at Portland State University. The NPO has decided to take the Reclaiming Futures initiative statewide while maintaining some technical support to Multnomah County so there is no impact on services to the community.

Reclaiming Futures enhanced the following program offers: 1) Program Offer 50007-DCJ Juvenile Services Management. 2) Program Offer 50012-Juvenile Delinquency Intervention and Prevention. 3) Program Offer 50003-DCJ Quality Systems Management & Evaluation.

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

For FY-2008 professional services is reduced by \$65,796, central indirect is reduced by \$1,950 and department indirect is reduced by \$2,237. In addition, personnel costs are reduced by \$19,345, but are replaced by CGF savings in the same amount so there is no reduction in FTE (see budmod DCJ-04). This decreases the Robert Wood Johnson Foundation revenue to \$0.

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

N/A

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

N/A

ATTACHMENT A

Budget Modification

If the request is a Budget Modification, please answer all of the following in detail:

- **What revenue is being changed and why?**

Robert Wood Johnson Foundation revenue decreases by \$89,328 because Multnomah County could not meet the match requirement in order to retain the grant. This grant was transferred to Portland State University.

- **What budgets are increased/decreased?**

- 1) Juvenile Services Division professional services budget is decreased by \$65,796
- 2) Employee, Community and Clinical Services Division personnel budget is reduced by \$19,345, but is replaced by CGF savings so there is no reduction in FTE
- 3) Central Indirect is decreased by \$1,950
- 4) Department Indirect is decreased by \$2,237

- **What do the changes accomplish?**

There is no impact on services to the community because the grant was transferred to Portland State University.

- **Do any personnel actions result from this budget modification? Explain.**

N/A

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

N/A

- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**

N/A

- **If a grant, what period does the grant cover?**

N/A

- **If a grant, when the grant expires, what are funding plans?**

N/A

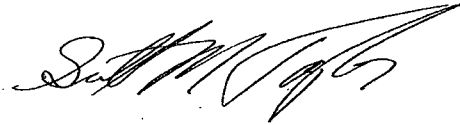
| |
|---|
| <p><i>NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.</i></p> |
|---|

ATTACHMENT B

BUDGET MODIFICATION: DCJ - 08

Required Signatures

**Elected Official or
Department/
Agency Director:**



Date: 09/20/07

/s/ Shaun Coldwell for Scott Taylor

Budget Analyst:



Date: 09/20/07

Department HR:

Date: _____

Countywide HR:

Date: _____

Budget Modification ID: **DCJ-08****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2008

| Line No. | Fund Center | Fund Code | Func. Area | Accounting Unit | | | Cost Element | Current Amount | Revised Amount | Change Increase/ (Decrease) | Subtotal | Description |
|----------|-------------|-----------|------------|-----------------|-------------|----------------|--------------|----------------|----------------|-----------------------------|----------|---|
| | | | | Internal Order | Cost Center | WBS Element | | | | | | |
| 1 | 50-50 | 68491 | 50 | | | CJ048.RWJF.JSD | 50210 | (68,428) | 0 | 68,428 | | OP-Nongovt'l Program |
| 2 | 50-50 | 68491 | 50 | | | CJ048.RWJF.JSD | 60170 | 65,796 | 0 | (65,796) | | Professional Services |
| 3 | 50-50 | 68491 | 50 | | | CJ048.RWJF.JSD | 60350 | 1,507 | 0 | (1,507) | | Central Indirect 2.29% |
| 4 | 50-50 | 68491 | 50 | | | CJ048.RWJF.JSD | 60355 | 1,125 | 0 | (1,125) | | Dept Indirect 5.75% |
| 5 | | | | | | | | | 0 | | 0 | Remove grant from JSD Budget |
| 6 | | | | | | | | | 0 | | | |
| 7 | 50-05 | 68491 | 50 | | | CJ048.RWJF.REU | 50210 | (20,900) | 0 | 20,900 | | OP-Nongovt'l Program |
| 8 | 50-05 | 68491 | 50 | | | CJ048.RWJF.REU | 60000 | 12,431 | 0 | (12,431) | | Permanent |
| 9 | 50-05 | 68491 | 50 | | | CJ048.RWJF.REU | 60130 | 3,989 | 0 | (3,989) | | Fringe |
| 10 | 50-05 | 68491 | 50 | | | CJ048.RWJF.REU | 60140 | 2,925 | 0 | (2,925) | | Insurance |
| 11 | 50-05 | 68491 | 50 | | | CJ048.RWJF.REU | 60350 | 443 | 0 | (443) | | Central Indirect 2.29% |
| 12 | 50-05 | 68491 | 50 | | | CJ048.RWJF.REU | 60355 | 1,112 | 0 | (1,112) | | Dept Indirect 5.75% |
| 13 | | | | | | | | | 0 | | 0 | Remove grant from ECCS Budget |
| 14 | | | | | | | | | 0 | | | |
| 15 | 50-05 | 1000 | 50 | | 509020 | | 60240 | 33,474 | 14,129 | (19,345) | | |
| 16 | | | | | | | | | 0 | | (19,345) | Reduce supplies budget from ECCS HR unit |
| 17 | | | | | | | | | 0 | | | |
| 18 | 50-05 | 1000 | 50 | | 500300 | | 60000 | 258,393 | 270,824 | 12,431 | | Permanent |
| 19 | 50-05 | 1000 | 50 | | 500300 | | 60130 | 82,760 | 86,749 | 3,989 | | Fringe |
| 20 | 50-05 | 1000 | 50 | | 500300 | | 60140 | 62,874 | 65,799 | 2,925 | | Insurance |
| 21 | | | | | | | | | 0 | | 19,345 | Allocate CGF from ECCS HR supplies budget to ECCS QSM&ES personnel budget |
| 22 | | | | | | | | | 0 | | | |
| 23 | 19 | 1000 | 20 | | 9500001000 | | 50310 | | 1,950 | 1,950 | | Reduce Reimb Rev GF |
| 24 | 19 | 1000 | 20 | | 9500001000 | | 60470 | | (1,950) | (1,950) | | Reduce offsetting exp GF |
| 25 | | | | | | | | | 0 | | | |
| 26 | 50-50 | 1000 | 50 | | 509600 | | 50370 | | 2,237 | 2,237 | | Reduce Dept Indirect Revenue |
| 27 | 50-05 | 1000 | 50 | | 509020 | | 60240 | | (2,237) | (2,237) | | Reduce offsetting exp GF |
| 28 | | | | | | | | | 0 | | | |
| 29 | | | | | | | | | 0 | | | |
| | | | | | | | | | | 0 | 0 | Total - Page 1 |
| | | | | | | | | | | 0 | 0 | GRAND TOTAL |

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

| | | | | | | ANNUALIZED | | | |
|--------------------------|-------|--------|------------------------------|-----------------|--------|------------|---------|---------|----------|
| Fund | Job # | HR Org | Position Title | Position Number | FTE | BASE PAY | FRINGE | INSUR | TOTAL |
| 50-05 | 6086 | 63269 | Research & Evaluation Ayst 2 | 707829 | (0.21) | (12,431) | (3,989) | (2,925) | (19,345) |
| 50-05 | 6086 | 63269 | Research & Evaluation Ayst 2 | 707829 | 0.21 | 12,431 | 3,989 | 2,925 | 19,345 |
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| TOTAL ANNUALIZED CHANGES | | | | | 0.00 | 0 | 0 | 0 | 0 |

CJ048.RW
JF.REU
500300**CURRENT YEAR PERSONNEL DOLLAR CHANGE**Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.

| | | | | | | CURRENT YEAR | | | |
|---|-------|--------|----------------|-----------------|------|--------------|--------|-------|-------|
| Fund | Job # | HR Org | Position Title | Position Number | FTE | BASE PAY | FRINGE | INSUR | TOTAL |
| | | | | | | | | | 0 |
| | | | | | | | | | 0 |
| Same as above because changes are retro-active to 7/1/2007. | | | | | | | | | 0 |
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| | | | | | | | | | 0 |
| TOTAL CURRENT FY CHANGES | | | | | 0.00 | 0 | 0 | 0 | 0 |



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 10-04-07
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 10/04/07
Agenda Item #: R-6
Est. Start Time: 9:40 AM
Date Submitted: 09/19/07

BUDGET MODIFICATION: MCSO - 04

Agenda Title: Budget Modification MCSO-04 Requesting Appropriation of \$201,870 in Contingency Funds Earmarked to Fund 2 FTE Enforcement Deputies for the Warrants Resolution Project [RESCHEDULED FROM 09/27/07]

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

| | | | |
|-----------------|--|-----------------|-----------------------------|
| Date Requested: | <u>October 4, 2007</u> | Time Requested: | <u>20 minutes</u> |
| Department: | <u>Sheriff's Office</u> | Division: | <u>Enforcement Division</u> |
| Contact(s): | <u>Capt. Monte Reiser</u> | | |
| Phone: | <u>503-251-2515</u> | Ext.: | <u>313</u> |
| Presenter(s): | <u>Sheriff Bernie Giusto, Capt. Monte Reiser</u> | | |

General Information

1. What action are you requesting from the Board?

The Sheriff's Office is requesting the Board to appropriate \$201,870 in Contingency funds earmarked by the Warrants Resolution Project Budget Note to support 2 Sheriff's Deputy positions.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action effects and how it impacts the results.

There are nearly 30,000 outstanding warrants in Multnomah County including 20,616 misdemeanor and citation warrants, and 9,124 felony warrants. This is a problem Multnomah County shares with many other jurisdictions – an excessive number of outstanding warrants due to a lack of resources. In March of this year, Snohomish County in Washington State issued an audit of their criminal warrant process and found that their sizeable outstanding warrant backlog was in large part caused by a high rate of “failures to appear” (FTA) resulting in more time and money spent on warrants and warrant activities than is efficient. In addition, the audit concluded that the “warrant backlog keeps wanted persons from being held accountable for their actions and threatens public safety.” During the regular FY08 Budget process, contingency funds amounting to \$254,159 were identified in the

County's Contingency Fund for the Sheriff's Office to fund 2 FTE Sheriff's Deputies to serve and enforce warrants in partnership with the DA's Office, Department of Community Justice, Portland Police Bureau and East County law enforcement agencies. The Task Force deputies will proactively serve misdemeanor and felony warrants. Priorities will be established to serve warrants for suspects who present a threat to the community at large and especially those wanted suspects who endanger children. They will also assist in improving and developing new public notification processes and partner with the DA's Office in identifying and tracking the number of warrants task force members serve. This budget modification is requesting that \$201,870 of the \$254,159 earmarked be allocated to the Sheriff's Office's budget in order to allow work on the warrants project to continue through June 2008.

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

The FY 2008 Executive Budget contained 2 new program offers for the Warrant Fugitive Task Force (60047A and 60047B). During the budget deliberations in May and early June The Warrants Resolution Project, proposed by Commissioner Naito, \$254,159 was earmarked in the Contingency Fund for the Sheriff's Office as outlined in the FY 08 Budget Note.

This action would decrease the Contingency Fund by \$201,870 and increase the Sheriff's Office's Enforcement Division General Fund by \$201,870.

This would also increase the Risk fund by \$24,093.

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

none

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

The Sheriff's Office is working closely with the Multnomah County District Attorney's Office, Portland Police Bureau and State Courts on the Warrants Resolution Project.

ATTACHMENT A

Budget Modification

If the request is a Budget Modification, please answer all of the following in detail:

- **What revenue is being changed and why?**
None
- **What budgets are increased/decreased?**
Decrease the Contingency Fund by \$201,870
Increase the Sheriff's Office's Enforcement Division's General Fund by \$201,870
Increase the Risk Fund by 24,093
- **What do the changes accomplish?**
The additional funding allows the Sheriff's Office to fund 2 MCSO law enforcement deputies whose mission will be to address the problem of the increasing number of unserved criminal warrants in Multnomah County for the Warrants Resolution Project through the 2007/2008 fiscal year.
- **Do any personnel actions result from this budget modification? Explain.**
yes, the addition of 2 MCSO law enforcement deputy positions which would be funded for the remainder of the fiscal year.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**
n/a
- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**
n/a
- **If a grant, what period does the grant cover?**
n/a
- **If a grant, when the grant expires, what are funding plans?**
n/a

Contingency Request

If the request is a Contingency Request, please answer all of the following in detail:

- **Why was the expenditure not included in the annual budget process?**
The Board of Commissioners specifically earmarked Contingency dollars for this request in the Warrants Resolution Project Budget Note.
- **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
Funds were specifically earmarked in the Board Warrant Resolution Project Budget Note.
- **Why are no other department/agency fund sources available?**
All other funding is allocated to specific programs within the Sheriff's Office.

- **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account. What are the plans for future ongoing funding?**

No new revenue will be produced, however, reducing the overall number of outstanding warrants in the criminal justice system could result in system wide savings. Plans for future funding will depend on success of the project and future ongoing need.

- **Has this request been made before? When? What was the outcome?**

This request was made in during the FY 2008 budget process as part of the Sheriff's Office program offers 60047A and 60047B Warrant Fugitive Task Force. The Board earmarked funds in contingency as stated in the FY 08 Budget Notes.

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

ATTACHMENT B

BUDGET MODIFICATION: MCSO - 04

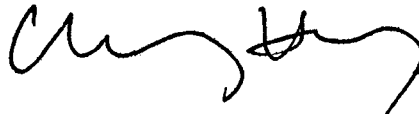
Required Signatures

**Department/
Agency Director:**



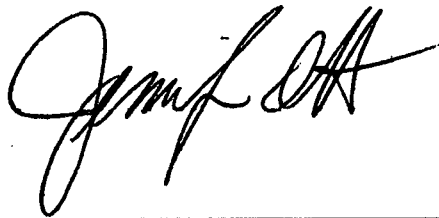
Date: 09/19/07

Budget Analyst:



Date: 09/19/07

Department HR:



Date: 09/19/07

Countywide HR:

Date: _____

Budget Modification ID: **MCSO-04****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2008

| Line No. | Fund Center | Fund Code | Func. Area | Accounting Unit | | | Cost Element | Current Amount | Revised Amount | Change Increase/ (Decrease) | Subtotal | Description |
|----------|-------------|-----------|------------|-----------------|-------------|---------------|--------------|----------------|----------------|-----------------------------|----------|-----------------------|
| | | | | Internal Order | Cost Center | WBS Element | | | | | | |
| 1 | 19 | 1000 | 20 | | 9500001000 | | 60470 | | (201,870) | (201,870) | | Contingency |
| 2 | | | | | | | | | 0 | | | |
| 3 | 60-50 | 1000 | 50 | | | MCSO Warrants | 60000 | | 91,956 | 91,956 | | Permanent |
| 4 | 60-50 | 1000 | 50 | | | MCSO Warrants | 60120 | | 3,401 | 3,401 | | Premium |
| 5 | 60-50 | 1000 | 50 | | | MCSO Warrants | 60130 | | 34,820 | 34,820 | | Salary-Related |
| 6 | 60-50 | 1000 | 50 | | | MCSO Warrants | 60140 | | 24,093 | 24,093 | | Insurance |
| 7 | 60-50 | 1000 | 50 | | | MCSO Warrants | 60170 | | 2,400 | 2,400 | | Professional Services |
| 8 | 60-50 | 1000 | 50 | | | MCSO Warrants | 60200 | | 3,200 | 3,200 | | Printing |
| 9 | 60-50 | 1000 | 50 | | | MCSO Warrants | 60240 | | 8,000 | 8,000 | | Supplies |
| 10 | 60-50 | 1000 | 50 | | | MCSO Warrants | 60550 | | 34,000 | 34,000 | | Capital Equipment |
| 11 | | | | | | | | | 0 | | | |
| 12 | 72-10 | 3500 | 20 | | 705210 | | 50316 | | (24,093) | (24,093) | | Risk Fund |
| 13 | 72-10 | 3500 | 20 | | 705210 | | 60330 | | 24,093 | 24,093 | | Risk Fund |
| 14 | | | | | | | | | 0 | | | |
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| 29 | | | | | | | | | 0 | | | |
| | | | | | | | | | | 0 | 0 | Total - Page 1 |
| | | | | | | | | | | 0 | 0 | GRAND TOTAL |

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

| | | | | | | ANNUALIZED | | | |
|--------------------------|-------|--------|----------------|-----------------|------|------------|--------|--------|---------|
| Fund | Job # | HR Org | Position Title | Position Number | FTE | BASE PAY | FRINGE | INSUR | TOTAL |
| 1000 | 2025 | | Deputy Sheriff | | 2.00 | 122,608 | 46,426 | 32,124 | 201,158 |
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| TOTAL ANNUALIZED CHANGES | | | | | 2.00 | 122,608 | 46,426 | 32,124 | 201,158 |

CURRENT YEAR PERSONNEL DOLLAR CHANGECalculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.

| | | | | | | CURRENT YEAR | | | |
|--------------------------|-------|--------|----------------|-----------------|------|--------------|--------|--------|---------|
| Fund | Job # | HR Org | Position Title | Position Number | FTE | BASE PAY | FRINGE | INSUR | TOTAL |
| 1000 | 2025 | | Deputy Sheriff | | 1.50 | 91,956 | 34,820 | 24,093 | 150,869 |
| | | | | | | | | | 0 |
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| TOTAL CURRENT FY CHANGES | | | | | 1.50 | 91,956 | 34,820 | 24,093 | 150,869 |



Department of County Management
MULTNOMAH COUNTY OREGON

Budget Office

501 SE Hawthorne Blvd., Suite 531
Portland, Oregon 97214
(503) 988-3312 phone
(503) 988-5758 fax
(503) 988-5170 TDD

TO: Board of County Commissioners
FROM: Ching Hay, Budget Analyst
DATE: September 19, 2007
SUBJECT: General Fund Contingency Request for \$201,870 for Warrant Resolution and Enforcement in the Sheriff's Office

A budget note was included in the FY 2008 Adopted Budget for warrant resolution and enforcement. It states the following:

"There are nearly 30,000 outstanding warrants in Multnomah County including 20,616 misdemeanor and citation warrants, and 9,214 felony warrants. Multnomah County needs to implement an action plan to restore integrity to the criminal justice system by addressing the problem of outstanding warrants by adding capacity to the Sheriff's Office so we can enforce warrants issued by our courts; and by adding capacity to the District Attorney's office to create policies that address which warrants should be pursued and which warrants to dismiss.

Warrant Strike Force

In order for the Sheriff's office to have the capacity to enforce warrants the Board should add two deputy sheriff positions at a cost of \$254,149. These deputies would be responsible for serving outstanding warrants. Should the Board not purchase the deputies in the adopted budget, the \$254,159 should be earmarked as a potential contingency item.

Warrant Prosecutor

In order for the District Attorney to sort through our large outstanding warrant backlog and create policies to aid the courts in dismissing or serving warrants, the Board should add 0.50 deputy district attorney position at a cost of \$58,000.

The issues of failure to appear and jail bed capacity which are also part of Multnomah County's warrant problem are addressed in other budget notes."

A \$201,870 General Fund contingency tap is being proposed to support two Sheriff's Deputy positions.

General Fund Contingency Policy Compliance

The Budget Office is required to inform the Board if contingency requests submitted for approval satisfy the general guidelines and policies for using the General Fund Contingency.

In particular,

- Criteria 1 states contingency requests should be for one-time-only purposes. If this is not judged to be one-time-only transition funding, the request essentially funds ongoing programs with one-time-only emergency contingency funds. **This could be for a one-time-only purpose if the Board determines that sufficient progress has been made on lowering the number of outstanding warrants.**
- Criteria 2 Addresses emergencies and unanticipated situations. **This request does not address this.**
- Criteria 3 addresses items identified in Board Budget Notes. **This item was addressed in a budget note.**



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 10/04/07
Agenda Item #: R-7
Est. Start Time: 9:50 AM
Date Submitted: 09/26/07

**RESOLUTION Authorizing Continuation of an Intergovernmental Agreement
to Share Business Income Tax Revenue with the Cities of Gresham, Troutdale,
Fairview, and Wood Village**

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

Date Requested: October 4, 2007 Time Requested: 15 mins
Department: Non-Departmental Division: Commissioner Roberts
Contact(s): Kristen West
Phone: 503-988-5213 Ext. 22738 I/O Address: 503/6
Presenter(s): Mark Campbell

General Information

1. What action are you requesting from the Board?

Approval of this resolution will rescind Resolution 06-102 and will continue the Business Income Tax revenue sharing IGA with the cities of Gresham, Troutdale, Fairview, and Wood Village.

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

On June 22, 2006 the Board of County Commissioners passed Resolution 06-102 which approved termination of an intergovernmental agreement (IGA) to share Business Income Tax (BIT) revenue with the cities of Gresham, Troutdale, Fairview, and Wood Village (Cities) and directed the County attorney to give timely written notice to each of the cities.

The County Attorney issued timely notice to the Cities that the County will terminate the IGA effective July 1, 2008.

Each of the cities of Troutdale, Fairview and Wood Village had previously imposed a business income tax within its boundaries before they entered into the IGA with Multnomah County. Those cities agreed to forego collection of their own business income tax under terms of the intergovernmental agreement.

The City of Gresham agreed not to impose a local business income tax under the terms of the IGA with Multnomah County.

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

The resolution will keep in place the current BIT agreement that was entered into by the Cities of Gresham Troutdale, Fairview and Wood Village through an intergovernmental agreement.

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

This resolution will rescind the June 22, 2006 resolution 06-102 which set in motion a 2 year termination notice to these cities.

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

The governments of Gresham, Troutdale, Fairview, and Wood Village have all seen a draft of this resolution. There have been minor modifications and each city has voiced their support.

Required Signatures

**Department/
Agency Director:**



Date: 9-26-2007

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing Continuation of an Intergovernmental Agreement to Share Business Income Tax Revenue with the Cities of Gresham, Troutdale, Fairview, and Wood Village

The Multnomah County Board of Commissioners Finds:

- a. On June 22, 2006 the Board of County Commissioners passed Resolution 06-102 which approved termination of an intergovernmental agreement (IGA) to share Business Income Tax (BIT) revenue with the cities of Gresham, Troutdale, Fairview, and Wood Village (Cities) and directed the County attorney to give timely written notice to each of the cities.
- b. The IGA had been in place, with minor modifications, since 1976.
- c. The County Attorney issued timely notice to the Cities that the County will terminate the IGA effective July 1, 2008.
- d. Each of the cities of Troutdale, Fairview and Wood Village had previously imposed a business income tax within its boundaries before they entered into the IGA with Multnomah County. Those cities agreed to forego collection of their own business income tax under terms of the intergovernmental agreement.
- e. The City of Gresham agreed not to impose a local business income tax under the terms of the IGA with Multnomah County.
- f. The shared BIT revenue represents a significant portion of the General Fund revenues of each of the Cities.
- g. The passage of Property Tax limitations in 1990 and 1996 has had the effect of limiting the ability of local governments to expand their revenue base.
- h. The BIT funds that are shared with the Cities support essential public services. A reduction of these funds would greatly impact the ability of the Cities to provide these services.
- i. The interests of the business community are best served by a system of taxation that does not require duplicate administrative and technical reporting requirements.
- j. It is in the best interests of the County to continue the BIT revenue sharing IGA and engage the jurisdictions in a broader discussion of regional taxation issues.

The Multnomah County Board of Commissioners Resolves:

1. To rescind the Resolution 06-102 and continue the BIT revenue sharing IGA.
2. The County Attorney is directed to give written notice to each of the Cities withdrawing the County's termination notice.

ADOPTED this 4th day of October 2007.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Agnes Sowle, County Attorney

SUBMITTED BY:
Multnomah County Commissioner Lonnie Roberts

Proposed **Amendment** from Commissioner Roberts:

3. For the Multnomah County Chair to form a work group or use an independent review committee which will analyze and review BIT collection data, methods of collection and revenue sharing agreements in collaboration with the four cities as was recommended by the Multnomah County Budget Office report.

REMARKS OF COMMISSIONER LISA NAITO

Thursday, October 04, 2007

Mr. Chair and fellow Board members. Thank you for the opportunity to express my views on reentering the Intergovernmental Agreement to Share Business Income Tax Revenue with the Cities of Gresham, Troutdale, Fairview, and Wood Village set to expire next spring. I say, thank you because, under your leadership Chair Wheeler, our Board can once again openly debate policies and express different viewpoints without fear of personal attack. We can openly discuss issues from a standpoint of mutual respect. While we represent different constituencies and have different experiences to bring to the table, we all genuinely consider what we believe is in the best interest of the County.

Circumstances have changed since this agreement was entered into in 1976. It is time to let the old agreement expire and work toward a new partnership that recognizes more than 30 years of change that has taken place in Multnomah County. The times have changed. Gresham has grown from a city of only 4,000 in 1960 to a city of almost 100,000 in population in 2006. Gresham is now the fourth largest city in the State of Oregon. The services provided today by the County to

the citizens of Gresham have changed. We have forged an agreement with the City of Gresham on roads; as rural areas ebb with the expansion of urbanized areas, we have significantly reduced our land use planning; and we provide extensive health and mental health services that were not in existence three decades ago. In the agreement, the County and the Cities contemplated that circumstances might change, and therefore included a two year notice provision. The County Attorney issued that timely notice a year-and-a-half ago.

The County can no longer afford to pass through revenues in excess of \$5 million dollars a year for urban services to the County's four eastern cities, with an expected four-million of those dollars to be transferred to the City of Gresham next year alone. I have had the disillusioning task of participating in cuts to the County's budget, year after year after year – each budget cut more heartbreaking than the last. We have hacked health and mental health care services for thousands of people; we've sliced the number of jail beds needed to hold convicted offenders; we have eliminated the forest camp that provided an alternative sanction for juvenile offenders; and we shut down the Crisis Triage Center that so many in our community depended upon. We have slashed programs throughout Multnomah County that provide for our most vulnerable citizens – the frail elderly, the disabled and the children.

On top of that, there are services we know we *should* be providing. For example, a major hole in our public safety system is the lack of a treatment facility for persons with mental illness, so we might offer treatment instead of incarceration. The need for such a facility has been documented time and again through recommendations from the Local Public Safety Coordinating Council and, most recently, the Mayor's Mental Health Task Force. A Mental Health Crisis Triage Center/Sub-Acute Facility would supply much-needed 24/7 psychiatric support for mentally ill persons, diverting them from the far more costly options of incarceration or hospital admission. Sub-acute service ensures that individuals who might otherwise be hospitalized will have the opportunity to stabilize and return to their community.

Yet another example is the Health Department's proven services for new parents that work to prevent child abuse and neglect. Currently we are funding only a small number of the people who need help.

More examples: On average, we have about 60 people in our jail every day that could be released to a facility that provided drug and alcohol addiction treatment but, since there are no services available, they are simply released after their

sentence despite the knowledge that they will likely commit another crime to feed their habit and return to jail.

We are working diligently toward the construction of a new justice facility in East County and yet, even more pressing, our downtown courthouse is failing and we must construct a replacement facility.

For the safety of our community and for regional transportation, the Sellwood Bridge needs immediate replacement.

The list goes on. We know what we need to do. The County simply lacks funds.

I do not view this Business Income Tax as a city entitlement. I view it as a County tax, levied on businesses for County services. I also view this as unfair to the businesses in my district. The businesses on Southeast Hawthorne, 82nd Avenue, Powell Boulevard, Division Street, Foster Road. They pay the County business income tax. They expect their County taxes will support County services. On top of the County tax, they pay a business income tax to the City of Portland for their law enforcement and other city services. They may not even be aware that a portion of their County business taxes are used for services in the four eastern

cities of the County. This agreement is *unfair* to the citizens I represent in Southeast Portland.

There has been testimony from some that the four cities that they do not receive their equitable share of services from Multnomah County. A study conducted by the County several years ago examined this very issue and found little disparity.

Prosecution, emergency preparedness, elections, animal control, libraries, community corrections and other County functions are provided to citizens throughout the County. In addition, Multnomah County has adopted a regional approach for some human services in order to be responsive to demographic shifts. This issue of equitability is important. I have supported and will continue to support efforts to ensure that County services are fairly provided throughout Multnomah County; however this is a separate issue from the one before us today.

I understand that because of the past intergovernmental agreement, we do need to work together to prevent disruption in the urban services that are currently subsidized by the County tax. I have offered two compromise approaches to this end. We all agree also that the Property Tax limitations of Measures 5, 47 and 50 have had the effect of restricting the ability of local governments to expand their revenue base and that we must work in partnership to change these tax structures.

That being said, my view of an intergovernmental agreement is that it should provide some benefit to each of the jurisdictions to the agreement. I do not find any benefit to the County under the old IGA in 2007. The County is simply handing funds over to Gresham. One term of the contract – preemption by the County of a city business income tax – might have been in the County's interest 31 years ago. It is no longer a matter of County concern. It would be better public policy to encourage the Cities to explore all revenue options that are available to them.

Thank you for your consideration of my remarks.

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

*****This form is a public record*****

MEETING DATE: 10/4/07

SUBJECT: BIT Agreement

AGENDA NUMBER OR TOPIC: R-7

FOR: ☒ AGAINST: ☐ THE ABOVE AGENDA ITEM

NAME: Mayor Shane Bemis

ADDRESS: 1333 NW Eastman Pkwy

CITY/STATE/ZIP: Gresham, OR 97030

PHONE: DAYS: _____

EVES: _____

EMAIL: _____

FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

R-7

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

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

MEETING DATE: 10-04-07

SUBJECT: BIT

AGENDA NUMBER OR TOPIC: R-7

FOR: ☒ AGAINST: ☐ THE ABOVE AGENDA ITEM

NAME: Paul Thalhoffer (TALOFFER)

ADDRESS: 104 SE Ribling

CITY/STATE/ZIP: Troutdale OR 97060

PHONE: DAYS: 503-674-7234 EVES:

EMAIL: FAX:

SPECIFIC ISSUE:

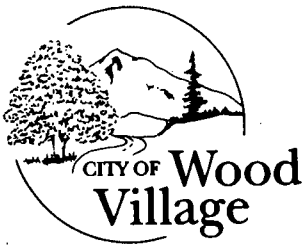
WRITTEN TESTIMONY:

IF YOU WISH TO ADDRESS THE BOARD:

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2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.



Mayor
David M. Fuller

Council President
Patricia Smith

Councilors
Todd Sturdavant

Mark S. Clark

October 2, 2007

Chair Ted Wheeler
Commissioner Lonnie Roberts
Commissioner Lisa Naito
Commissioner Jeff Cogen
Commissioner Maria Rojo DeSteffey

Dear Commissioners,

We thank Commissioner Lonnie Roberts for introducing Resolution R-7 reinstating the distribution of the Business Income Tax funds to the cities of Wood Village, Gresham, Troutdale, and Fairview which is where this revenue is generated.

Further, we understand Commissioner Roberts' office will introduce another Resolution calling for a study updating the methodology used, to more accurately reflect where the MBIT monies come from and allocating a more equitable distribution to ensure funding for services to businesses who are paying the tax. We understand the study is to be completed by the spring of 2008.

As you can imagine, the numbers of businesses and the amount of sales revenue in the East Metro Cities has increased dramatically since 1977 which is when the distribution formula was put in place and has never been changed. The amount of money returned to each City should reflect this increase.

These MBIT funds are vital to meeting the general fund needs of each City. We thank you for your support of Resolution R-7.

Respectfully,

David M. Fuller
Mayor

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 07-161

Authorizing Continuation of an Intergovernmental Agreement to Share Business Income Tax Revenue with the Cities of Gresham, Troutdale, Fairview, and Wood Village

The Multnomah County Board of Commissioners Finds:

- a. On June 22, 2006 the Board of County Commissioners passed Resolution 06-102 which approved termination of an intergovernmental agreement (IGA) to share Business Income Tax (BIT) revenue with the cities of Gresham, Troutdale, Fairview, and Wood Village (Cities) and directed the County attorney to give timely written notice to each of the cities.
- b. The IGA had been in place, with minor modifications, since 1976.
- c. The County Attorney issued timely notice to the Cities that the County will terminate the IGA effective July 1, 2008.
- d. Each of the cities of Troutdale, Fairview and Wood Village had previously imposed a business income tax within its boundaries before they entered into the IGA with Multnomah County. Those cities agreed to forego collection of their own business income tax under terms of the intergovernmental agreement.
- e. The City of Gresham agreed not to impose a local business income tax under the terms of the IGA with Multnomah County.
- f. The shared BIT revenue represents a significant portion of the General Fund revenues of each of the Cities.
- g. The passage of Property Tax limitations in 1990 and 1996 has had the effect of limiting the ability of local governments to expand their revenue base.
- h. The BIT funds that are shared with the Cities support essential public services. A reduction of these funds would greatly impact the ability of the Cities to provide these services.
- i. The interests of the business community are best served by a system of taxation that does not require duplicate administrative and technical reporting requirements.
- j. It is in the best interests of the County to continue the BIT revenue sharing IGA and engage the jurisdictions in a broader discussion of regional taxation issues.

The Multnomah County Board of Commissioners Resolves:

1. To rescind the Resolution 06-102 and continue the BIT revenue sharing IGA.
2. The County Attorney is directed to give written notice to each of the Cities withdrawing the County's termination notice.
3. For the Multnomah County Chair to form a work group or use an independent review committee which will analyze and review BIT collection data, methods of collection and revenue sharing agreements in collaboration with the four cities as was recommended by the Multnomah County Budget Office report.

ADOPTED this 4th day of October 2007.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

TED WHEELER

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By

John S. Thomas
John S. Thomas, Deputy County Attorney

SUBMITTED BY:

Multnomah County Commissioner Lonnie Roberts



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 10/04/07
Agenda Item #: R-8
Est. Start Time: 10:20 AM
Date Submitted: 09/19/07

Agenda Title: **Approval of the 2007-2011 Labor Agreement between Multnomah County and AFSCME Local 88**

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

Requested Meeting Date: October 4, 2007 **Amount of Time Needed:** 15 minutes
Department: County Management **Division:** Human Resources
Contact(s): Carol Brown
Phone: 503-988-5135 **Ext.** 28387 **I/O Address:** 503/4
Presenter(s): Carol Brown, County Representative; Val Andreas & Becky Steward, Local 88 representatives

General Information

1. What action are you requesting from the Board?

The Department of County Management recommends approval of the labor agreement for employees of Multnomah County represented by AFSCME Local 88.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The 2004-2007 Agreement expired on June 30, 2007. The parties have negotiated a new contract to run from July 1, 2007 through June 30, 2011. Significant contract provisions include:

- Term of Agreement: July 1, 2007 to June 30, 2011.
- Wages: See fiscal impact section below.

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

Local 88 wages will be increased by 2.7% effective July 1, 2007. Departments were instructed to plan for a general wage increase in FY 07-08 so there is adequate funding in the budget to cover this wage settlement.

Including fringe and insurance benefits (estimated at 36.80% of base pay) this contract agreement will increase County personnel costs approximately \$4 million in the current fiscal year. This wage agreement covers approximately 2700 employees who are represented by AFSCME/Local 88.

Effective July 1, 2008, July 1, 2009, and July 1, 2010 the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI for Portland Urban Wage Earners and Clerical Workers Index. The minimum percentage increase shall be no less than two percent (2%) and the maximum percentage increase shall be no more than five percent (5%).

The amount of funding available for a joint Labor/Management Compensation Committee for each fiscal year shall be one-quarter of one percent (.25%) of the budgeted base for all positions allocated to this bargaining unit as calculated by the Budget Manager from the Adopted Fiscal Budget, except for Fiscal year July 1, 2007 through June 30, 2008, funding will be zero. If there is a balance left over at the end of the fiscal year, it will be carried over into the following year. An account of \$75,000 will also be set aside each year to cover costs incurred by contracting reviews by a vendor.

The contract also establishes an Employee Benefits Team made up of equal representation of management and Local 88. The team will review the County's proposed changes to health plans and premiums over the coming year to consider alternatives which achieve the necessary savings while ensuring wise use of the County's health dollars.

The contract also adds provisions for trainee programs, job sharing, and use of vacation leave for routine medical appointments emergency leave purposes. It eliminates the minimum 4 hour call back pay in situations where there is at least 24 hours notice, and eliminates the counting of paid leave towards FMLA eligibility.

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

N/A

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

N/A

Required Signatures

**Elected Official or
Department/
Agency Director:**



Date: 09/19/07

for Carol M. Ford

Budget Analyst:



Date: 09/19/07

Department HR:

Date:

Countywide HR:



Date: 09/19/07

A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

and

MULTNOMAH COUNTY EMPLOYEES UNION

LOCAL 88, AFSCME, AFL-CIO

ARTICLE 1

PREAMBLE

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

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

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

ARTICLE 2
DEFINITIONS

I. Countywide Seniority:

Includes the continuous, cumulative time spent in all the represented positions an employee has held and used to determine layoff, bumping, and recall rights. Seniority is calculated using the rules found in Article 21.II.b.

II. Department:

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

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

III. 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.

III. FTE, or full time equivalency:

The number of hours an employee is normally scheduled to work per week divided by 40. For example, the FTE for a forty-hour employee is 1.0; for a twenty-hour employee, .5.

V. Job Sharing:

Job sharing position means a full time position that is held by two (2) employees on a shared basis, thus each employee works .5 FTE.

IV. Part-time employee:

An employee regularly scheduled to work forty (40) hours or more during two work weeks, but less than full time.

VI. Job Class Seniority:

1 The total length of accumulated service within the affected job classification and its
2 equivalent within the County for purposes of shift and vacation bidding, transfers within
3 classification, and anniversary dates. ~~Part-time service shall count the same as full-time~~
4 ~~service. Service shall be adjusted for leaves of absence without pay, or layoffs, exceeding 30~~
5 ~~days. Accumulated service is terminated by voluntary termination, involuntary termination due~~
6 ~~to expiration of a recall list, removal from a recall list after layoff pursuant to Art. 21.IV. E. or~~
7 ~~discharge for cause. Seniority is calculated using the rules found in Article 21.II.b.~~

8 **Additional Job Class Seniority rules are as follows:**

9 **A. All continuous, contiguous service on a temporary promotion shall count**
10 **toward seniority in the immediately previous classification, except in cases in which the**
11 **promotion becomes permanent immediately following the temporary appointment; in**
12 **these cases the time will be counted toward the classification to which the employee is**
13 **promoted.**

14 **B. Time spent on a probationary period that is not completed will count**
15 **toward the employee's previous classification, if any, unless such probationary period**
16 **was in a classification outside the Local 88 bargaining unit, then such time will not**
17 **count if such period is in excess of six (6) months. Time spent on a trial service period**
18 **after lateral transfer that is not completed will be counted toward the previous**
19 **classification.**

20 **C. Time spent in an abolished classification that has a current equivalent will**
21 **count toward seniority in the equivalent classification.**

22 **VII. Limited Duration employee:**

23 Limited duration appointments may be made for ~~special studies or projects~~
24 **assignments** of uncertain or limited duration, ~~which are subject to the continuation of a grant,~~
25 ~~contract, award or special funding.~~ Such appointments shall be for a stated period not
26 exceeding two (2) years but may expire earlier.

27 Limited duration means an employee who is regularly scheduled on a full-time or part-
28 time basis, who receives benefits and union representation per this agreement but is excluded
29 from layoff rights since his/her appointment from the outset is determined to be time, task and
30 work unit limited. New employees appointed under this section will only accrue seniority
31 pursuant to Article 21.II.B.6.

32 A regular employee appointed to a limited duration appointment shall be reinstated to
33 a position in his/her former classification, **looking first at vacancies within the department**
34 **in which the limited duration appointment exists and then Countywide,** for purposes of

layoff or when the limited duration appointment ends. Regular status employees will continue to accrue seniority as if in their regular assignment and will appear on the annual seniority list in their base classification. Limited duration appointments shall be made only with the agreement between the Union and Labor Relations.

VIII. On-Call employee:

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

VII. Permanent employee:

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

VIIIX. Probationary employee:

A permanent regular employee serving a one (1) year period of trial service to determine his or her suitability for continued employment, such period to begin on the date of his or her appointment to a permanent position from a certified list of eligibles. During the period of probation, the employee may be dismissed without recourse to the grievance procedure if in the opinion of the employee's supervisor his or her continued service would not be in the best interest of the County. The length of an employee's probationary period may not be extended by a Memorandum of Agreement under the terms of Article 26, unless the employee was absent from work for a period of six (6) months or more previous to the extension.

VIIIX. Promotional Probationary Employee:

A regular employee serving a six (6) month period of trial service upon promotion to determine his or her suitability for continued employment in the classification to which he or she was promoted, such period to begin on the date of his or her appointment to a higher classification from a certified list of eligibles. During the period of promotional probation, the employee shall be returned to the classification and department from which he or she was promoted without recourse to the grievance procedure if in the opinion of the employee's supervisor his or her continued service in the classification to which he or she was promoted would not be in the best interest of the County. Subject to management approval, the employee may elect to return to their previous Department and classification.

If a new permanently appointed employee is promoted during his or her initial twelve

(12) month probationary period (hereinafter "initial probationary period"), his or her initial probationary period shall terminate twelve (12) months from the date the employee began work in the classification from which he or she was promoted. The promotion has no effect on the initial probationary period. The promotional probationary period extends six (6) months from the date of the promotion or until the end of the initial probationary period, whichever is later. During the initial probationary period, an employee may be terminated without just cause or appeal regardless of promotion. If an employee is terminated from his or her promotional position after completing his or her initial probationary period, he or she has return rights to the classification from which he or she promoted unless dismissed for just cause.

IXI. Regular employee:

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

A. An permanent employee who passed the initial one (1) year probationary period, terminated employment, and has been reinstated.

B. A non-probationary employee who has been transferred to the County by intergovernmental agreement under ORS 236.610 through 236.650.

XII. Temporary employee:

An employee whose appointment is uncertain due to an emergency workload, absence of an employee or because of a short-term need for a skill or ability. A temporary appointment may be made for a period of up to six (6) months or 1040 hours within the preceding twelve (12) months. A temporary employee who has already worked 1040 hours may be appointed within the same twelve (12) month period to another position typically by a different Department, following a break in County service lasting fifteen (15) days or longer. A temporary employee may be re-appointed to a different position when an unforeseen circumstance requiring the employee's services arises shortly after the termination of one appointment, even when the break in service is limited. Temporary employees may be terminated at any time and have no appeal rights within the County.

XII. On-Call employee:

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

**ARTICLE 3
RECOGNITION**

I. Definition of the Bargaining Unit

The County recognizes Local 88, AFSCME, hereinafter referred to as the "Union", as the sole and exclusive bargaining representative for the purpose of establishing salaries, wages, hours, fringe benefits, and working conditions for all employees in the County classified service as set forth in MCC Chapter 9 except those specifically excluded below. This unit shall be referred to as the "General Employees Unit". County employees who are excluded from the bargaining unit are:

A. Temporary employees.

B. ~~Employees regularly scheduled to work less than forty (40) hours during two work weeks.~~ **On-call employees whose appointment is intermittent, irregular or is normally less than half-time.**

C. Employees certified to another bargaining unit.

D. Supervisory and confidential employees as defined by ORS 243.650, and such others as mutually determined by the parties;

E. Professional employees, limited to physicians, dentists, pharmacists, attorneys (including law clerks), and chaplains, or as mutually determined by the parties;

F. Managerial and administrative employees, including employees not excluded as professional, confidential or supervisory as defined above, but employees who were determined to constitute a community of interest distinct from the bargaining unit as mutually determined by the parties, **including HR Technicians, HR Analyst 1s and 2s in Risk Management/Benefits, 1 Finance Specialist 2 in the Payroll unit, the HR Technician in DCM HR, the HR Technician in DCHS HR, and the HR Technician in the Health Department HR and 1 HR Analyst 2 in Risk Management/Worker's Compensation.**

G. Elected officials and their directly appointed staff.

II. Disputes Concerning Existing Classifications or Positions in Section I above

Except for the special provision for reviewing newly created, modified or existing classifications or positions, any challenges regarding the inclusion or exclusion of such classifications or positions shall be referred to the Oregon Employment Relations Board for determination.

1 **III. Disputes Concerning Newly Created Classifications or Positions**

2 In the event of disagreement as to the status of newly created or modified
3 classifications or positions, determination of status shall be in accordance with unit clarification
4 procedures as provided by Oregon law. To minimize the possibility of such disputes, when a
5 new non-bargaining unit classification is created, or when a new position is exempted from a
6 classification otherwise represented by the Union, written notice will be sent to the Union to
7 include the reason for exemption.

8 **IV. Disputes Concerning Compensation for Classifications or Positions allocated to**
9 **the bargaining unit pursuant to II or III above.**

10 Should a new classification be allocated to the bargaining unit, and the parties are
11 unable to mutually agree on the compensation for the classification such dispute shall be
12 referred to arbitrator William H. Dorsey, **resolved** pursuant to the provisions of Article 15.

13 **V. Temporary List**

14 The County shall, on a monthly basis, provide the Union with a list of temporary and
15 on-call employees setting forth the job title, rate of pay, organization code, and date of hire and
16 such other relevant information as may be reasonably obtained from the County's personnel
17 database.

18 **VI. Certification of Union Officers**

19 The President of Local 88, or his or her designee, shall **on a quarterly basis**, provide
20 the County with **a written certification list** of the current Union officers and staff **stewards**
21 responsible for contract administration.

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, to establish work schedules and to assign work, and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement or general law, are not subject to the grievance procedure.

ARTICLE 5
UNION SECURITY, REPRESENTATION
AND BUSINESS

I. Rights of Bargaining Unit Employees

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

II. Union Security and Check-off

A. Deduction of Union Dues and Fair Share Service Fees

1. Amount deducted each payroll period

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

a. Union dues

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

b. Fair share service fee

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

2. Administration and use of Fair Share Service Fees

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

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

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

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

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

Fees

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. Any such employee shall pay an amount equal to regular union dues through the Union to a non-religious charity mutually agreed upon by the employee making such payment and the Union. The employee will make payment through the Union on a monthly basis. The Union will forward the payment to the agreed upon charity, and provide the employee with a copy of the forwarding letter.

5. Appointment to excluded positions

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

6. Monthly listing of new and terminated employees

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

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

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

c. All bargaining unit members who are fair share.

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

B. People Committee Deductions

To the extent allowable by law, employees may authorize payroll deductions for the People Committee by submitting the form provided by the Union to Central Payroll. The

County agrees to provide the Union by the 10th of each of month a listing of employees that are making PEOPLE contributions and amount deducted per employee.

C. Defense and Indemnification of the County

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

III. Union Representation

A. Contract Negotiations

1. The Union's Negotiating Team shall consist of not more than ten (10) members, nine (9) of whom may be employees. County employees participating in such negotiations will be allowed to do so without loss of pay.

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

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

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

B. Employee Relations Committee Meetings

To promote harmonious relations and to provide internal communications, the Union and the County will maintain an Employee Relations Committee consisting of a bargaining unit and a management representative from each department, an AFSCME representative, and representatives from the County Labor Relations Division. The Committee will establish regular quarterly meetings during normal working hours and will so schedule such meetings as far as practical to avoid disruptions and interruptions of work. Employees attending such meetings shall do so without loss of pay. The Committee shall discuss any matters pertinent to maintaining good employer-employee relationships.

C. Grievances and Contract Administration

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

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

6 **1. Bulletin boards**

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

12 **2. Use of county computers for E-Mail and internet connections**
13 **related to Union business**

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

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

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

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

27 (4) On the employee's own time, for the purposes of utilizing
28 a link on the MINT, or its successor, to reach a Union bulletin-board internet site. Any use of
29 such sites will comply with MCPR 3-35 and shall exclude blogging, use of chat rooms,
30 instant messaging or other live person to person electronic communication, and
31 political activities as prohibited by law. ~~Any such site shall be non-interactive and subject~~
32 ~~to the same rules of content as a conventional union bulletin board.~~

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

(6) The Local 88 President or designee may use the County's email system for the purpose of communicating with Local 88 members. All such communications shall comply with Personnel Rule 3-35. Communications that are sent to employees within a single Department shall be approved by the Department Director or designee prior to distribution. Communications that are distributed to employees in more than one Department shall be approved by the director of Central Human Resources or Labor Relations prior to distribution. Examples of such communications may include, but are not limited to: meeting announcements; Union elections and ratification votes; Union appointments; bargaining updates prior to impasse; seniority lists; and miscellaneous surveys.

b. The uses cited in "Subsection a" above may continue only to the extent that they are at no additional cost to the County, and are contingent on the continued use of the cited computers, internet connection, intranet connection, etc. for other County purposes. The content of any and all communications using the County computer system is not privileged and may be subject to County review.

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

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

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

E. Union Business

There are three forms of Union Business Leave.

1. Union Business Leave (County Paid Time):

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

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

Any bargaining unit member selected by the Union to participate in a Union activity as defined below, shall be considered in Union Business Leave (Union Reimbursable Time) status and shall be granted such paid leave not to exceed twenty (20) working days per fiscal year, per member. An additional sixteen (16) working days of paid Union Reimbursable Time leave shall be granted upon request to any elected Union delegate selected to attend official AFL-CIO or other certified AFSCME activities. Additional paid time may be granted by mutual agreement of the parties.

Union Business (Union Reimbursable Time) addressed in this section would pertain to such activities as contract administration - such as time to cover for staff replacement, time to attend training conferences such as arbitration/grievance training; and time off to prepare for negotiations; Officers/Delegates Duties - such as attending AFSCME International Convention, Oregon AFSCME Council 75 convention, AFL-CIO Convention; Conferences/Other - Women's Convention, appointment to AFSCME or other Union Board seat or committee; and other mutually agreed activities that would qualify for Union Business (Union Reimbursable Time).

Written notice of such time away from work shall be given to the affected employee's immediate supervisor and to the County Labor Relations Manager **five (5)** working days in advance. The Union will make every effort to avoid disruptions of work. The Union shall reimburse the County for one hundred percent (100%) of the affected employees salary and fringe benefits (including pro-rata cost of workers compensation premiums, but excluding indirect administration or overhead charges) for straight time spent on Union activities conducted during regularly scheduled working hours. The County shall submit a quarterly statement to the Union itemizing the amount of the Union's reimbursement obligation, and may directly withdraw the amount required from a fund maintained with the County. Funds for this purpose shall be maintained in a separate interest-bearing account with an initial balance of \$22,000 to be replenished within ten (10) days upon notice from the County Labor Relations Manager whenever the amount falls below \$2,500. If the County incurs liability arising from the activities of a member engaged in Union Business during such reimbursed time, the Union further agrees to reimburse the County for losses caused by such activities, to the extent that such losses are attributable to the acts of the employee receiving continued compensation pursuant to this section. In the event of a dispute over the causation or amount of loss attributable to the actions of Union agents, the parties agree to arbitrate such dispute under Article 18.III step 4, unless such arbitration is inconsistent with the provisions of any applicable

1 third-party insurance indemnification agreement, or unless binding arbitration might jeopardize
2 the availability of coverage by a third-party insurer. County employees participating in such
3 activities will be allowed to do so without loss of pay.

4 **3. Union Business (Unpaid) Leave:**

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

10 **F. Union Business Leave – Employment Status:**

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

15 **During Union Reimbursable Time, the employee shall not be eligible for**
16 **County workers compensation benefits arising out of an injury or illness occurring**
17 **during the leave from the County.**

18 **G. Visits by Union representatives**

19 The County agrees that accredited representatives of the American Federation
20 of State, County and Municipal Employees, AFL-CIO, whether local Union representatives,
21 District Council representatives, or International representatives, upon reasonable and proper
22 introduction, shall have reasonable access to the premises of the County at any time during
23 working hours to conduct Union business. The Union agrees that such visits will cause no
24 disruptions or interruptions of work.

ARTICLE 6
NO STRIKE OR LOCKOUT

I. 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.

II. Crossing of Picket Lines

Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross a picket line:

A. when directed to perform work which does not properly fall within the scope and jurisdiction of this bargaining unit; or

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

III. Employee Disciplinary Action

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

IV. No Lockout

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.

V. Informational Picketing

Nothing in this Article shall be construed to prohibit informational picketing. Such informational picketing shall not stop and/or disrupt work of County employees and officials at any time, and picketing shall be prohibited in all County owned, rented or leased facilities and

- 1 County meetings, including but not limited to Multnomah County Board Rooms/Meetings and
- 2 County offices.
- 3 Employees engaged in informational picketing shall be subject to the work rules of the
- 4 County organization to which they are assigned.

ARTICLE 7
HOLIDAYS

I. Holidays

A. Recognized and Observed Holidays

The following days shall be recognized and observed as paid holidays (subject to "Section B" below):

1. Any day so declared by the Board of County Commissioners, the District Attorney, and the Sheriff.

2. New Year's Day (January 1st)

3. Dr. Rev. Martin Luther King Jr.'s Birthday
(3rd Monday in January)

4. Presidents' Day (3rd Monday in February)

5. Memorial Day (last Monday in May)

6. Independence Day (July 4th)

7. Labor Day (1st Monday in September)

8. Veterans' Day (November 11th), except for Library employees.

9. Thanksgiving Day (4th Thursday in November)

10. Christmas Eve Day - **Library employees only.** (See Addendum F for the dates on which the Christmas and New Year holidays will be observed by the Library Department.)

11. Christmas Day (December 25th) or, with approval of the supervisor, this day may be traded for any other religious holiday during the fiscal year, provided the employee uses paid leave for or works on Dec. 25.

12. Eight (8) hours to be used between Thanksgiving and New Year's, or for any religious **or floating** holiday during the fiscal year, provided the employee gives two (2) weeks notice and has the consent of the employee's supervisor. If the supervisor determines that holiday usage requested is impracticable, the employee shall be credited with eight (8) hours of Saved Holiday time. The eight-hour leave shall be prorated for part-time employees based on their normal FTE.

To be eligible for pay on an observed holiday, an employee must be in pay status both on the employee's scheduled work day before and the employee's scheduled work

day after the holiday.

B. Hours of Paid Leave on Observed Holidays

The provisions of this subsection do not apply to "the religious holiday" leave.

1. Full-time employees on a regular work schedule

Employees working five eight-hour shifts per week shall be entitled to eight hours of leave; employees working four ten-hour shifts per week shall be entitled to ten hours of leave. Employees working 9-80 shifts shall be entitled to nine hours of leave.

2. Part-time employees

a. Part-time employees shall be entitled to leave for the length of their scheduled shift on the observed holiday; provided, however, that the amount of the leave shall not exceed their FTE times eight (8) hours. (For example, 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 be less than the amount of holiday leave to which the employee is entitled, then the employee shall be credited with Saved Holiday time for the difference.

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

3. Full-time employees on an irregular work schedule

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

C. Saved Holidays

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

1. Any Saved Holiday time which is not used by the end of the fiscal year in which it was accrued will be forfeited.

2. Saved Holiday time may be used at the discretion of the employee with the consent of his or her supervisor. Saved Holiday time will be charged in accordance with

the uniform time charging provisions of Article 13.

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

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

II. Holiday Observance

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

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

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

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

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

D. Leave:

If the employee works other than day shift, "Religious or Floating Holiday Leave" holiday time shall be taken preceding or following the scheduled time off for the holiday at employee's discretion with supervisor's consent; provided that if the supervisor determines that holiday usage on either date is impracticable, the employee shall be credited with the entitled number of hours of Saved Holiday time.

III. Holiday Pay

A. An employee required to work on an observed holiday will be compensated at one-and-one-half (1-1/2) times his or her regular rate of pay for the hours worked during the observed holiday for which the employee was eligible for holiday leave. Any additional hours will be paid at the regular rate of pay. The employee will also be granted the number of hours of leave to which he/she was eligible. The employee may elect to accumulate such leave as

1 Saved Holiday time subject to the provisions of "Section I" above, or be paid at the employee's
2 regular rate of pay. The election must be submitted by the employee in writing to his or her
3 immediate supervisor on the forms so provided.

4 **B. Subject to supervisory approval, an employee whose regular day off falls**
5 **on the officially observed holiday and whose observed holiday, pursuant to Section II.A-**
6 **C above, falls on a regular work day, may voluntarily change the day of his/her**
7 **observed holiday within the pay period in which the holiday falls. All requests must be**
8 **in writing and submitted to the employee's supervisor prior to the date on which the**
9 **employee wishes to observe the holiday. Employees who voluntarily change the date of**
10 **their observed holiday will be paid as if the holiday were taken on the observed day as**
11 **provided for in Section II above and shall not be entitled to the additional compensation**
12 **provided for in Section III.A. above.**

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

16 **IV. Holiday During Leave**

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

ARTICLE 8
VACATION LEAVE

I. Accrual

Each permanent employee shall accrue vacation leave from the first day of permanent employment. Vacation leave shall be accrued in accordance with the accrual rates shown in Column 2 of the "Table of Vacation Accrual Rates" in "Section II" below, and accrual balances shall be shown on the employee's check stub.

II. Table of Vacation Accrual Rates

| 1. <u>Years</u> <u>of</u> <u>Service</u> | 2. <u>Hours Accrued</u> <u>Per Pay Period</u> | 3. <u>Hours (Weeks)</u> <u>Accrued Per Year</u> <u>by Forty Hour</u> <u>Employees</u> | 4. <u>Maximum</u> <u>Hours</u> <u>Accruable</u> |
|---|---|---|--|
| Less than 5-2 | 4.0 | 96 (2.4 wks.) | 224 |
| <u>2 to 5</u> | <u>5.0</u> | <u>120 (3.0 wks)</u> | <u>248</u> |
| 5 to 10 | 5.67 <u>6.0</u> | 136 <u>144</u> (3.4 <u>3.6</u> wks.) | 272 <u>280</u> |
| 10 to 15 | 7.33 | 176 (4.4 wks.) | 352 |
| 15 or more | 9.0 | 216 (5.4 wks.) | 432 |

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

1 B. Years of service indicated in Column 1 are continuous County service years as
2 defined in MCPR 1-10-040 and will be adjusted for unpaid leaves of absence, or layoffs, in
3 excess of **thirty (30) days**. Part-time work will count on a full-time basis.

4 C. The figures in Columns 2 and 4 are approximations based on the accrual rates
5 shown in Column 2.

6 D. Accrual rates shown in Column(s) 2 and 4 incorporate two days (sixteen) hours
7 of leave which in previous contracts were allotted to employees as personal holidays.

8 **III. Charging**

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

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

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

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

16 Employees' use of accrued vacation leave shall be subject to the needs and
17 requirements of the County. Employees shall be permitted to select one or more vacation
18 times. The method of vacation selection shall be in accordance with a Memoranda of
19 Agreement negotiated between the Union, Labor Relations and ~~which were initiated by the~~
20 ~~parties from each Department and introduced during the bargaining process, and are is~~
21 incorporated herein by reference.

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

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

25 **VII. Use of Accrued Vacation for Emergencies and Preventative Health Care**

26 **A. Usage of Emergency Leave and Preventative Health Care Leave**

27 Employees may use up to twenty-four (24) hours of vacation leave each
28 calendar year for personal emergencies and preventative health care appointments.

29 **B. Emergency Leave**

30 1. Emergency Leave may be used without prior supervisor approval,
31 but management reserves the right to require verification that the employee has
32 experienced an emergency situation.

33 2. Employees using Emergency Leave shall follow the reporting of
34 leave provisions found in Article 9.I.C. unless the onset of the emergency is within one

1 (1) hour of the employee's scheduled reporting time, in which case the employee must
2 call in as soon as possible.

3 C. Preventative Care

4 Employees must provide their supervisor a minimum of two (2) weeks
5 advance notice of an appointment qualifying as Preventative Care Leave.

6 D. Misuse and Failure to Properly Report

7 Misuse of Emergency and Preventative Care Leave is cause for
8 disciplinary action, and failure to follow the reporting provisions may result in loss of
9 pay for the day(s) involved.

ARTICLE 9
SICK LEAVE, FITNESS FOR DUTY,
AND DISABILITY INSURANCE

I. Paid Sick Leave

A. Definition and Allowable Use

Sick leave is a leave of absence with pay which may be used when the employee is directly affected by any of the health conditions listed below, or when specified others are affected by the conditions listed, and require the employee's care.

1. Specified others

- a. Members of the employee's immediate household; or
- b. The employee's spouse, parents, or children as defined in the federal Family and Medical Leave Act (hereafter referred to as the "FMLA"); or
- c. The employee's grandparents, grandchildren, parents-in-law as defined in the Oregon Family Leave Act (hereafter referred to as "OFLA"); or
- d. The employee's domestic partner as designated in an Affidavit of Domestic Partnership submitted to Employee Benefits; or
- e. The children and parents of such domestic partner, defined as if the domestic partner was the employee's spouse.

2. Covered health conditions

- a. Any condition covered by FMLA or OFLA; or
- b. Any other illness, injury, or quarantine based on exposure to contagious disease; or
- c. Medical and dental appointments

3. Parental leave

Sick leave may be used by employees during Parental Leave as defined by FMLA and/or OFLA, except that the amount of leave taken by the other parent of the employee's child will not affect the amount of Parental Leave available to the employee.

4. Occupationally related conditions

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

B. Accrual

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

C. Reporting of Sick Leave

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

D. Use of Sick Leave During Leave

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

E. Time Charging for Sick Leave

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

F. Saved Holiday Bonus for Limited Use of Sick Leave

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

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

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

II. Use and Misuse of Leave for Sick Leave Purposes

A. Counting Against FMLA, OFLA Entitlements

Sick leave and any other forms of paid or unpaid leave used for FMLA and/or OFLA qualifying conditions, or absence due to a deferred or approved Workers Compensation

claim based on such conditions, will be counted against an employee's annual FMLA and/or OFLA leave entitlements **subject to the provisions of the law**.

B. Legitimate Use

1. Verification of use

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

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

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

ii. the employee has exhausted all sick leave; or

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

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

2. Discipline

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

a. Abuse of sick leave

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

b. Use of accrued sick leave

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

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

(a) require the employee to take continuous leave; or

(b) change the employee's work assignment for six months or until use of intermittent leave ends, whichever comes sooner; in such cases the provisions of Article 22 will not apply.

1 c. **Excessive absenteeism**

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

7 i. Any legal requirements, including, but not limited to those
8 of the FMLA or the ADA.

9 ii. The tenure and work history of the employee, specifically
10 to include whether there have been previous instances of this pattern of absenteeism.

11 iii. Whether there is a likelihood of improvement within a
12 reasonable period of time based on credible medical evidence.

13 iv. The particular attendance requirements of the employee's
14 job.

15 v. The pattern of use, and whether the absences are clearly
16 for bona fide sick leave purposes.

17 C. **Sequencing of Leaves**

18 The use of vacation leave, saved holiday time, compensatory time, and leave
19 without pay is subject to approval by management according to the requirements of Articles 8,
20 7, 14, and 10, respectively. However, unless otherwise required by law, forms of leave shall
21 be used and exhausted in the following sequences:

22 1. Leave for illness or injury, that does not qualify for FMLA will be taken in
23 the following order:

24 a. Sick leave until it is exhausted;
25 b. Vacation leave, saved holiday time, or compensatory time,
26 sequenced at the employee's option, until they are exhausted;

27 c. Leave without pay.

28 2. Leave that qualifies under FMLA will be taken in the following order:

29 a. Paid leave until it is exhausted; employees will determine what
30 order paid leave is used;

31 3. Leave for other purposes will be taken in the following order:

32 a. Vacation leave, saved holiday time, or compensatory time,
33 sequenced at the employee's option (to the extent allowed by vacation sign-up provisions) until
34 they are exhausted;

b. Leave without pay

D. **Limitations on the Use of Leave Without Pay in Lieu of Sick Leave**

Use of leave without pay in lieu of sick leave for non-FMLA and non-OFLA qualifying conditions is subject to the approval of management and further subject to the following provisions:

1. **Continuous leave**

In the event of a continuous leave of absence without pay in excess of any legal requirement of the FMLA or OFLA, the County may require from the employee's physician, and/or arrange for the employee to see a physician selected by the County to examine the employee and provide a statement of the disability, current condition, and the anticipated length of current absence. If the County requires the employee to see a physician it has selected, it will pay the costs. If deemed necessary by the County, such an examination shall be repeated every thirty days. If management determines that continued leave would not be in the best interest of the County, then any resulting termination would be subject to review under the just cause standard as to the reasonableness of this determination. Following six months of leave without pay, to include time spent on unpaid FMLA and/or OFLA leave, any extension of the leave shall be deemed permissive on the part of the County and if the employee's leave is not extended, and the employee does not return to work, the employee will be deemed to have resigned.

2. **Intermittent leave**

Intermittent leave without pay used in lieu of sick leave is not subject to the six month entitlement provided for above. When such leave significantly affects an employee's job performance and is not subject to the requirements of law (including but not limited to the FMLA), management may evaluate the employee's use of leave according to the criteria of "Section B.2.c" above. Medical information as provided for in "Section D.1" above may be required for the evaluation. After completing the evaluation management may do one of the following:

a. Approve a similar pattern of intermittent use of unpaid leave for a specified period followed by another evaluation; or

b. Put the employee on a work plan to manage the use of leave without pay, followed by disciplinary action if the plan is not successfully completed; or

c. Proceed with the disciplinary process.

E. **Use of Paid Leave in Counting FMLA/OFLA Eligibility**

Only actual hours worked will be counted when reviewing the number of hours worked to determine if an employee meets the minimum hours worked eligibility requirements to be covered under FMLA and/or OFLA. Paid time off (such as vacation leave, sick leave, and comp time taken) does not count toward FMLA and OFLA eligibility requirements.

III. Fitness for Duty

The parties recognize that employees have the responsibility to report to work fit for duty. To ensure such fitness, management may send employees for medical or psychological examination when the supervisor reasonably believes that the employee is not fit for duty or may be a danger to themselves or others. Any such examinations will be at County expense.

IV. Disability Insurance and Catastrophic Leave

A. Disability Insurance

1. Short term disability

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

2. Long term disability

a. All bargaining unit employees will be covered by a County-paid group long term disability insurance policy, the provisions of which will be the same as those in the UNUM group policy available to Multnomah County employees.

b. The County will pay for COBRA medical and dental insurance coverage for a period of up to six months beyond the month in which benefits would normally terminate for an employee with an approved long-term disability claim. However, employees who "opt out" of benefits coverage under the provisions of Article 11, "Section I.D" of this Agreement will not be eligible for continued County-paid coverage under this subsection.

c. If proposed by management and approved by the Union, changes in short term and long term disability insurance coverage will be put into effect.

B. Catastrophic Leave Program

The Parties recognize that a Catastrophic Leave Program has been implemented which allows the donation of vacation leave, compensatory time, and saved holiday time to ill or injured employees who have exhausted all paid leave. This program may be terminated only subject to the terms and conditions of the implementing Ordinance.

ARTICLE 10
OTHER LEAVES

I. Unpaid Leaves of Absence

A. Use of Leave

Leaves of absence without pay for a period of up to six (6) months may be granted by an employee's supervisor for any reasonable purpose. The sequencing of the use of all leaves, to include leaves of absence without pay, is specified in Article 9, "Section II.C". A separate standard for granting any leave of absence for sick leave purposes is specified in Article 9, "Section II.D". Any time spent on unpaid FMLA or OFLA leave shall be deducted from the six (6) month period specified above. Extensions of such leaves may be granted solely at the discretion of the supervisor.

B. Failure to Return from Leave

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

II. Judicial Leave

A. Jury Duty

1. An employee shall be granted leave with full pay in lieu of jury fees on any scheduled day of work he or she is required to report for jury duty, if upon receipt the employee submits jury fees to Payroll. (Employees do not have to submit mileage and parking reimbursements.)

2. Except during an emergency or due to operational requirements, the County will not require employees to report to work after completing a full day on jury duty, provided that if an employee is required to work over, any time spent on jury duty shall not be considered time worked for calculating overtime liability.

3. An employee who is excused or dismissed from jury duty before the end of the day will report back to work if practicable.

4. An employee may be scheduled to work Monday through Friday, eight hours per day, on day shift, for the duration of jury duty with less than ten days' notice. An employee may also be returned to his or her pre-jury duty schedule with less than ten days' notice after jury duty ends. There shall be no additional cost to the County or days off for an employee as a result of any such schedule change.

B. Subpoenas

1. Time spent serving as a witness in State or Federal Court will be treated as time worked for pay purposes under the following conditions:

a. The time served occurs during regularly scheduled working hours; and

b. The employee is subpoenaed to testify; and

c. The employee submits witness fees to Payroll upon receipt.

2. Under no circumstances will employees be paid for time spent in a judicial proceeding or hearing in which they or their union is the plaintiff or the defendant, unless they are being defended and indemnified by the County for conduct occurring during the course of employment.

C. Merit System Council Hearings

Time spent as a plaintiff or witness at a Merit System Council hearing will be treated as time worked to the extent that it occurs during regularly scheduled working hours.

III. Military Leave

The County acknowledges its obligation under state and federal law to grant paid and unpaid leave for military training and service. Information about legally mandated military leave will be made available to employees upon request from the ~~Employee Services Division~~ Department Human Resources unit.

IV. 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 or immediate household of the employee to make household adjustments or to attend funeral services. If such funeral is beyond 350 miles, the employee ~~may~~ shall be granted additional time for travel not to exceed up to three (3) additional days with pay. The amount of additional leave shall be at the discretion of his or her supervisor on the basis of the employee's travel and personal needs. ~~considerations.~~ For purposes of Bereavement Leave, an employee's immediate family shall be defined as his or her spouse or domestic partner, parents, step-parents, children, step-children, siblings, step-siblings, grandchildren, grandparents, brothers-in-law, sisters-in-

1 law and the parents, step-parents, children, siblings, step-siblings and grandparents of his or
2 her spouse or domestic partner. Immediate household shall be defined as any person residing
3 at the employee's residence on a regular basis.

4 In relationships other than those set forth above, under exceptional circumstances,
5 such leave of absence may be granted by the Department director, Sheriff, or District Attorney,
6 or their designee(s), upon request. Employees may request additional bereavement leave in
7 accordance with "Section I" of this article.

8 **V. Personnel Examinations/Interviews**

9 Employees shall be given paid time off for participating in County examinations and
10 interviews for promotion, demotion, or transfer which occur during their regularly scheduled
11 shift. However, paid time off will be restricted to examinations and interviews for five positions
12 per fiscal year.

13 **VI. Inclement Weather and Natural Disasters Policy**

14 The County reserves the right to establish policy with respect to attendance at work
15 during inclement weather or a natural disaster, and further reserves the right to determine
16 whether or not an event qualifies as such an event under the terms of any such policy. Any
17 time an employee is unable to be at work as scheduled due to such an event, may, at the
18 employee's discretion, be charged to:

- 19 **a.** Vacation leave
- 20 **b.** Saved holiday time
- 21 **c.** Compensatory time
- 22 **d.** Leave without pay

23 Provided, further, however, that an employee who attempts to get to work in such a
24 County declared event, but is unavoidably delayed, shall not have time charged to one of the
25 above categories unless he or she is two or more hours late, in which event all time late will be
26 charged. The provisions of Article 13, "Section II, Right to Compensation for Regularly
27 Scheduled Hours" will apply to instances in which employees report to work to a closed facility,
28 or are otherwise specifically notified by the County that their facility is closed, and the
29 employee is not reassigned.

ARTICLE 11
HEALTH AND WELFARE

I. Medical and Dental Insurance

A. Employee Benefits Board

~~By memorandum of agreement dated March 4, 2004 the parties agreed to be covered and governed by the Employee Benefits Board Governance Structure proposal of December 18, 2003; which is as follows:~~

a. History

~~The goal of a governance structure is to enable the Employee's Benefit Board (EBB) and the County to continue to achieve their goals. The governance document establishes protocol of the governing board and a systematic approach to a cooperative labor-management forum.~~

b. Membership

~~Voting Membership of the EBB shall consist of:~~

- ~~• One representative from each bargaining unit of County employees as provided for in their respective collective bargaining agreement;~~
- ~~• One management representative appointed by the Chair who represents the interest of the employer, and~~
- ~~• One non-represented employee appointed by the Chair who represents those employees who are exempt from collective bargaining.~~
- ~~• An alternate to the designated representative may attend and vote.~~
- ~~• Each voting member will have one vote to cast.~~

c. Membership Training

~~Members will be provided training associated with the EBB. The Health Fund will sponsor training opportunities for members (by selecting training, paying the tuition and/or administration fees, and travel expenses to and from the event, if held outside of the Portland Metropolitan area); and reimburse employee members for per diem costs associated with approved training activities. Employee members will be given paid release time to attend approved EBB functions/training. Training will be provided to:~~

d. Membership

~~Three Members/year~~

~~Local 88, ONA, MCCOA, Deputy Sheriff (MCDSA), Non-represented~~

~~Two Members/year~~

~~Local 701, Management, Juvenile Custody Workers, IBEW (Local 48), Painters~~

~~e. Membership Role~~

~~The role of the membership is to:~~

- ~~• Ensure that the County's Health and Welfare Program is aligned with the County's mission and values;~~
- ~~• Participate in EBB meetings;~~
- ~~• Discuss and make recommendations with regard to County health and welfare benefits;~~
- ~~• Vote on proposals, if appropriate;~~
- ~~• Attend approved training and educational forums related to Health Benefits;~~
- ~~• One EBB member per voting membership may be a member of the International Foundation of Employee Benefits; and~~
- ~~• At the request of the EBB Administrator or Benefits Administrator, may participate in other EBB activities.~~

~~f. EBB Administrator and Benefits Administrator Role~~

~~The EBB Administrator and Benefits Administrator shall be non-voting members.~~

~~The role of the EBB Administrator is to:~~

- ~~• Facilitate the EBB, preside over meetings and propose and implement any changes;~~
- ~~• Provide a forum and opportunity for training and education of the EBB members;~~
- ~~• Ensure that the EBB adhere to legal mandates; and~~
- ~~• Provide data as requested by the EBB~~

~~The role of the Benefits Administrator is to:~~

- ~~• Ensure that the County's Health and Welfare Program is aligned with the County's mission and values;~~
- ~~• Serve as the Administrator for the County Health and Welfare Programs;~~
- ~~• Obtain, coordinate and direct the use of technical consultants and vendors;~~
- ~~• Ensure that the Health and Welfare Program adhere to legal mandates;~~
- ~~• Manage the Health Fund;~~
- ~~• Provide data as requested by the EBB~~

- 1 • ~~Oversee other benefit programs which promote health and welfare benefits for County~~
- 2 ~~employees; and~~
- 3 • ~~Track claims experience by bargaining units.~~

4 ~~g. Legal Responsibilities~~

5 ~~The Health Plan is subject to various legal mandates that protect the benefits of plan~~

6 ~~members. These legal mandates create a set of standards that apply to public entities~~

7 ~~concerning plan administration, management, or plan design and, in particular,~~

8 ~~communication of the benefit plans contents or changes. Only the Human Resources~~

9 ~~Division Benefits Unit, will have actual legal authority to convey plan documents and~~

10 ~~benefits to plan members. Other information issued by EBB shall be for information~~

11 ~~purposes only and not binding upon the plan. Changes mandated by law shall be carried~~

12 ~~out by the EBB Administrator and Benefit Administrator and discussed with the EBB no~~

13 ~~later than the next scheduled EBB meeting.~~

14 ~~h. Meeting Process~~

15 ~~The meetings shall comply with any applicable law. Meetings require attendance of~~

16 ~~one half of the voting membership to be considered a quorum. The meeting minutes will~~

17 ~~record the following:~~

- 18 ~~1) Members present,~~
- 19 ~~2) Motions, proposals and their dispositions,~~
- 20 ~~3) Results of all votes and the vote of each member by name and the organization that~~
- 21 ~~they are representing;~~
- 22 ~~4) The substance of any discussion on any matter; and~~
- 23 ~~5) A reference to any document discussed at the meeting.~~

24 ~~The forgoing shall not apply to discussions pertaining to changes to collective bargaining~~

25 ~~agreements.~~

26 ~~i. Voting~~

27 ~~A formal vote is required for plan changes and administration of the Employee~~

28 ~~Health and Benefit Programs. A formal vote is defined as a public vote where each vote~~

29 ~~must identify the member voting, and the vote must be announced. A formal vote to~~

30 ~~change or amend plans must consist of a positive vote from a majority of no less than 80%~~

31 ~~(9 of 11 or 8 of 10) of the voting membership. If a member cannot attend an alternate may~~

32 ~~cast a vote on their behalf or a proxy may be submitted prior to the meeting so that the EBB~~

33 ~~Administrator may read the vote at the meeting. In the alternative, if insufficient votes are~~

34 ~~cast due to the absences of voting members, missing votes may be recorded at the next~~

meeting.

j. Proposals

The EBB Administrator may propose to the EBB any changes or actions specific to his/her role identified above. The EBB voting members may propose benefit plan changes via any five EBB voting members. Prior to submission to the EBB Administrator, the five members must unanimously approve the proposal. The written proposal must be submitted two weeks in advance of the next EBB meeting, unless the EBB Administrator waives the deadline. The proposal will identify the specific changes and how it meets the County's Health Plan interests.

If the proposal is passed by the EBB, the EBB Administrator may either a) accept the proposal; b) provide two alternate proposals or c) reject the proposal at the following meeting. In the case of "c," the EBB Administrator shall submit the proposal to the County's Chair for a final determination of whether or not the proposal will be implemented. The Chair's decision is final and will be communicated back to the EBB via the EBB Administrator.

k. Meetings per Calendar Year

The EBB shall meet at least quarterly (4 times per year). All meetings are scheduled and notified by the EBB Administrator. When a vote is on the meeting agenda, voting members shall be notified 2 weeks in advance of the meeting date, time and place. The employees who participate shall be given paid release time to attend the meetings.

l. Health Fund

The Health Fund will be funded by:

1) Full-time employees: Monthly contributions paid by Departments for medical/dental/vision, shall be based on the cost-sharing formula set forth below, as applied to an initial composite rate of \$663.68 per eligible full time employee effective July 1, 2003.

2) Part-time employees: Monthly contributions paid by Departments for medical/dental/vision shall be based on an initial composite rate of \$350.00 per eligible part-time employee effective July 1, 2004. Then in subsequent years the cost-sharing formula set forth below shall be applied.

3) Cost savings realized from good experience and plan design changes shall remain in the Health Fund, and

4) Refunds from vendors for performance guarantees or premium overpayments, etc., shall remain in the Health Fund, and

- 1 ~~5) Interest on the Health Fund shall remain in the Health Fund including IBNR set aside.~~
2 ~~6) The health fund balance as of July 1, 2004, shall be equal to the ending balance~~
3 ~~reported in the EBB Financial Operations Report for Year Ending June 30, 2004. EBB~~
4 ~~Financial Operations reports for years ending June 30, 2004, June 30, 2005, and June~~
5 ~~30, 2006, shall be considered accepted by the EBB membership and the County unless~~
6 ~~a dispute is raised within 120 days of distribution. If contributions by the Departments~~
7 ~~and those of the EBB are less than the plan expenses for any benefit year, that shortfall~~
8 ~~will be restored to the Health Fund in a subsequent plan year and subject to the cost~~
9 ~~sharing agreement. If contributions in any plan year are more than the costs and~~
10 ~~expenses, then those contributions will remain in the Health Fund and will be used to~~
11 ~~offset future costs.~~
12 ~~7) Distributions from the Health Fund shall be set to encompass all of the items referenced~~
13 ~~below. Any additional items are subject to approval by EBB. All of these costs shall be~~
14 ~~included in the Departments composite rate. The Health Fund expenses shall consist of~~
15 ~~the following cost items necessary to administer the Medical and Dental Health~~
16 ~~Insurance Plans: premiums, claims, Incurred But Not Reported claims (IBNR expenses~~
17 ~~shall be calculated annually according to generally accepted accounting standards),~~
18 ~~claim margin, stop-loss fees, Oregon Medical Insurance Pool fees, fees for services~~
19 ~~such as managed care providers for pharmaceuticals, health provider contracts, flexible~~
20 ~~spending account administrator fees, case management fees; third party~~
21 ~~administrators; professional services associated with benefits consulting, EBB~~
22 ~~expenses, Opt Out Reimbursements as specified in an EBB Memorandum of~~
23 ~~Understanding adopted December 19, 2002 and other miscellaneous costs such as~~
24 ~~printing and postage for communications to employees concerning County Health and~~
25 ~~Welfare Plans.~~

26 ~~m. Eligible Employees~~

27 ~~The Health Fund is comprised of those items listed under Health Fund above that~~
28 ~~directly can be attributed to the provision of health, vision and dental insurance for County~~
29 ~~employees, their eligible dependents and those that have COBRA rights.~~

30 ~~Full-time Employees- Employees who are regularly scheduled to work at least 32~~
31 ~~hours per week or if scheduled to work at least 30 hours on a 10-hour per day schedule.~~
32 ~~The Major Medical Option will reimburse participants at \$50 per month for the first year of~~
33 ~~the plan and then the reimbursement will be subject to a reduction based upon cost~~
34 ~~sharing in subsequent years. The Dental Plans will offer the same benefits as offered in~~

1 ~~plan year 2000, Kaiser and ODS, until the EBB changes them. There will be no waiting~~
2 ~~period for either dental plan option.~~

3 ~~Part time Employees Employees who are regularly scheduled to work 20 to 34~~
4 ~~hours per week, will be offered Major Medical Coverage free of charge for them and their~~
5 ~~eligible family members. The employee may elect to a different County provided medical~~
6 ~~plan option by paying the difference in cost from the Major Medical Plan to their selected~~
7 ~~plan based upon the coverage level. Part time employees are not eligible for the \$50~~
8 ~~reimbursement for the Major Medical Plan~~

9 ~~The Dental Plans will offer the same benefits as plan year 2000, Kaiser and ODS,~~
10 ~~until the EBB changes them. There will be no waiting period for either dental plan option.~~
11 ~~Part time employees will pay one half of the dental premiums.~~

12 ~~n. Opt out Reimbursement~~

13 ~~Full time and part time employees may elect to opt out of medical coverage upon~~
14 ~~proof of other coverage. Medical opt out reimbursement for full time employees is \$150~~
15 ~~per month and \$75 per month for part time employees. Opt out reimbursements may be~~
16 ~~changed by the Employees' Benefits Board. There is no refund currently associated with~~
17 ~~dental opt out.~~

18 ~~o. Plan Document~~

19 ~~The Plan Document shall set forth the dates, times, eligibility, default enrollment and~~
20 ~~administration of benefit coverage for the medical and dental plans. Other items that will~~
21 ~~be included are coverage dates for FMLA, leave of absences, COBRA, flexible spending~~
22 ~~accounts, and reinstatement provisions.~~

23 ~~p. Retirees Health Fund/Benefits~~

24 ~~The health and welfare plan of the retirees is not subject to the governance or~~
25 ~~funding of the EBB.~~

26 ~~q. Cost Sharing for Medical/Vision and Dental Plans~~

27 ~~The cost of health insurance is driven by many external factors outside of the~~
28 ~~control of the County and the EBB. It is the mutual interest of both parties to ensure that~~
29 ~~health care costs are reasonable and somewhat predictable. Sharing costs and building~~
30 ~~financial safeguards that protect both the employees and the County from open-ended risk~~
31 ~~is the objective of the cost sharing agreement. The County and EBB members agree to the~~
32 ~~following:~~

~~July 1, 2004 — Full-time Employees~~

- ~~• The County pays the July 1, 2003 plan year's County departmental contribution rate (prior to the buy-down), plus~~
- ~~• CPI-W* of the July 1, 2003 County departmental contribution rate, plus~~
- ~~• 5% of the monthly Kaiser medical premium in February of 2004, plus~~
- ~~• 50% of any remaining increase.~~

~~July 1, 2004 — Part-time employees~~

- ~~• The County pays \$350.00.~~

~~July 1, 2005 — All employees~~

- ~~• The County pays the July 1, 2004 plan year's County departmental contribution rate (prior to any buy-down), plus~~
- ~~• CPI-W* of the July 1, 2004 County departmental contribution rate, plus~~
- ~~• 5% of the monthly Kaiser medical premium in February of 2005, plus~~
- ~~• 50% of any remaining increase.~~

~~July 1, 2006 — All employees~~

- ~~• The County pays the July 1, 2005 plan year's County departmental contribution rate (prior to any buy-down), plus~~
- ~~• CPI-W* of the July 1, 2005 County departmental contribution rate, plus~~
- ~~• 5% of the monthly Kaiser medical premium in February of 2006, plus~~
- ~~• 50% of any remaining increase.~~

~~—— If in any plan year the self-funded plan premium equivalents and Kaiser dental plan increases are less than CPI-W, and/or the Kaiser medical premium increase is less than CPI-W plus 5%, that portion of the County contribution will go toward building the Health Fund.~~

~~—— CPI-W is defined as the annual percent increase in CPI Portland Urban Wage Earners and Clerical Workers Cost of Living Index—Second Half.~~

~~Employees will pay no more than 10% of the total premium costs in any plan option and any coverage level unless agreed to by the EBB. To the extent the employee's~~

~~contribution exceeds 10% of the premium, the County will pay the premium excess above the 10% from sources outside of the Health Fund. Employee's contribution shall be based upon a tiered structure with each plan experience rated separately.~~

~~If any one plan option increases more than 25% for a plan year, the EBB will agree to either have the employees pay for the amount of the premium above the 25% or reduce the benefit plan to a level that would reflect no more than a 25% increase level. If no agreement can be reached, the County may agree to either pay for the additional premium or change the benefit plan to a level that would reflect no more than a 25% increase for that plan year.~~

~~Also, if any one plan other than the Major Medical Plan, has less than 5% of the County employees enrolled, the County may remove that plan option at the end of the plan year.~~

~~r. LTD/STD~~

~~The Long Term and Short Term Disability Insurance is not subject to governance by the EBB.~~

~~s. Summary of Governance and Long Term Resolutions~~

~~With this agreement, it is the intent of the parties to continue developing a cooperative labor-management forum for managing Multnomah County employees' health and welfare benefits. This forum will allow the EBB to effectively address the impact of technology, the escalation of costs, legal mandates, and the need for quality health care. If at such time in the future, the EBB is unable to meet its goals and objectives, thus not meeting the interests of the County or participating unions, the EBB may be dissolved by resolution or by withdrawal of members. It is the intent of the EBB to incorporate this agreement into each collective bargaining agreement of participating bargaining units, subject to the ratification of this agreement by each bargaining unit. Nothing in this Governance Agreement is intended to: waive or modify the rights of participating labor organizations to bargain collectively over health and welfare benefits for their members, at the expiration of this agreement, or prevent withdrawal from this governance agreement, at the expiration of this agreement. Any labor organization that withdraws from this Governance Agreement, at the expiration of this agreement, shall lose its rights to participate in, or vote on, matters governed by the EBB.~~

~~In the event that there is a conflict between Section 1(A) above and/or any other section of this Article and governance structure of December 21, 2000, the governance structure language as accepted by the Union on March 22, 2001 shall supersede.~~

The following cost sharing model and the plan design changes as listed in Addendum K are the default options if the Employee Benefit Team (EBT) (as outlined under Section I.B.) is unable to reach agreement.

A. Contribution Toward Insurance Premiums

1. Full-time employees

a. Full-Time Employee - Definition

Employees who are regularly scheduled to work at least 32 hours per week or regularly scheduled to work at least 30 hours per week on a 10 hour per day schedule.

b. Medical/Vision/Prescription Insurance

Effective July 1, 2007 each eligible full-time active enrolled employee's monthly contribution for the purchase of medical/vision/prescription benefit plan coverage will be as follows:

| <u>Plan</u> | | <u>Total Premium</u> | <u>Full-Time Employee Monthly Contribution Rate</u> | |
|---|------------------|--------------------------|---|---|
| <u>ODS Plus PPO Plan</u> | | | | - |
| - | <u>Single</u> | <u>\$499.68</u> | <u>\$49.98</u> | - |
| - | <u>Two-Party</u> | <u>\$999.38</u> | <u>\$99.94</u> | - |
| - | <u>Family</u> | <u>\$1,425.14</u> | <u>\$142.50</u> | - |
| <u>ODS Preferred PPO Plan</u> | | | | - |
| - | <u>Single</u> | <u>\$439.18</u> | <u>\$13.18</u> | - |
| - | <u>Two-Party</u> | <u>\$878.36</u> | <u>\$26.36</u> | - |
| - | <u>Family</u> | <u>\$1,252.58</u> | <u>\$37.58</u> | - |
| <u>ODS Major Medical Plan - Full-Time employee receives \$50 monthly rebate</u> | | | | |
| - | <u>Single</u> | <u>\$225.06</u> | <u>\$0.00</u> | - |

| | | | | |
|------------------------|------------------|-------------------|----------------|---|
| - | <u>Two-Party</u> | <u>\$448.68</u> | <u>\$0.00</u> | - |
| - | <u>Family</u> | <u>\$639.14</u> | <u>\$0.00</u> | - |
| <u>Kaiser HMO Plan</u> | | | | - |
| - | <u>Single</u> | <u>\$430.64</u> | <u>\$8.60</u> | - |
| - | <u>Two-Party</u> | <u>\$861.28</u> | <u>\$17.24</u> | - |
| - | <u>Family</u> | <u>\$1,227.32</u> | <u>\$24.54</u> | - |

The County and Union agree to shift the Health plan year from the current fiscal year basis of July – June to a calendar year basis as of January 1, 2009. Although the above listed Total Premiums may change on July 1, 2008, the County agrees to maintain the listed Employee Monthly Contribution Rates through December 31, 2008.

Effective January 1, 2009 each eligible full-time active enrolled employee's monthly contribution for medical/vision/prescription coverage will be calculated as a percentage of the total monthly premium for each medical/vision/prescription benefit plan is as follows:

| Health Plan | County Contribution | Full-Time Employee Contribution |
|------------------------|---------------------|---------------------------------|
| ODS Plus Plan | 90% | 10% |
| ODS Preferred Plan | 95% | 5% |
| ODS Major Medical Plan | 100% | 0% |
| Kaiser Medical Plan | 95% | 5% |

c. Dental Insurance

Effective July 1, 2007 each eligible full-time active enrolled employee's monthly contribution for the purchase of dental benefit plan coverage will be as follows:

| <u>Plan</u> | | <u>Total Premium</u> | <u>Full-Time Employee Monthly Contribution Rate</u> | |
|-------------------------------|-----------------------|--------------------------|---|---|
| <u>ODS Dental Plan</u> | | | | - |
| - | <u>Single</u> | <u>\$46.92</u> | <u>\$4.68</u> | - |
| - | <u>Two- Party</u> | <u>\$93.86</u> | <u>\$8.46</u> | - |
| - | <u>Family</u> | <u>\$133.72</u> | <u>\$12.04</u> | - |
| <u>Kaiser Dental Plan</u> | | | | - |
| - | <u>Single</u> | <u>\$71.66</u> | <u>\$8.04</u> | - |
| - | <u>Two- Party</u> | <u>\$143.30</u> | <u>\$16.08</u> | - |
| - | <u>Family</u> | <u>\$204.20</u> | <u>\$23.80</u> | - |

The County and Union agree to shift the Health plan year from the current fiscal year basis of July – June to a calendar year basis as of January 1, 2009. Although the above listed Total Premiums may change on July 1, 2008, the County agrees to maintain the listed Employee Monthly Contribution Rates through December 31, 2008.

Effective January 1, 2009 each eligible full-time active enrolled employee's monthly contribution for dental coverage will be calculated as a percentage of the total monthly premium for each dental benefit plan is as follows:

| Dental Plan | County Contribution | Full-Time Employee Contribution |
|--------------------|------------------------|---------------------------------------|
| ODS Dental Plan | 95% | 5% |
| Kaiser Dental Plan | 95% | 5% |

2. **Part-time employees**

a. **Part-Time Employee - Definition**

Employees who are regularly scheduled to work 20 to 31.99 hours per week.

b. **Medical/Vision/Prescription Insurance**

Effective July 1, 2007 each eligible part-time active enrolled employee's monthly contribution for the purchase of a medical/vision/prescription benefit plan is as follows:

| <u>Plan</u> | | <u>Total Premium</u> | <u>Part-Time Employee Monthly Contribution Rate</u> | |
|---|------------------|----------------------|---|---|
| <u>ODS Plus PPO Plan</u> | | | | - |
| - | <u>Single</u> | <u>\$499.68</u> | <u>\$274.62</u> | - |
| - | <u>Two-Party</u> | <u>\$999.38</u> | <u>\$550.70</u> | - |
| - | <u>Family</u> | <u>\$1,425.14</u> | <u>\$786.00</u> | - |
| <u>ODS Preferred PPO Plan</u> | | | | - |
| - | <u>Single</u> | <u>\$439.18</u> | <u>\$164.12</u> | - |
| - | <u>Two-Party</u> | <u>\$878.36</u> | <u>\$379.68</u> | - |
| - | <u>Family</u> | <u>\$1,252.58</u> | <u>\$563.44</u> | - |
| <u>ODS Major Medical Plan</u> | | | | |
| - | <u>Single</u> | <u>\$225.06</u> | <u>\$0.00</u> | - |
| - | <u>Two-Party</u> | <u>\$448.68</u> | <u>\$0.00</u> | - |
| - | <u>Family</u> | <u>\$639.14</u> | <u>\$0.00</u> | - |
| <u>Kaiser HMO Plan</u> | | | | - |
| - | <u>Single</u> | <u>\$430.64</u> | <u>\$155.58</u> | - |
| - | <u>Two-Party</u> | <u>\$861.28</u> | <u>\$362.60</u> | - |
| - | <u>Family</u> | <u>\$1,227.32</u> | <u>\$538.18</u> | - |
| <u>Kaiser Maintenance Medical Plan</u> | | | | - |
| - | <u>Single</u> | <u>\$323.04</u> | <u>\$0.00</u> | - |

| | | | | |
|---|------------------|-----------------|----------------|---|
| - | <u>Two-Party</u> | <u>\$646.06</u> | <u>\$25.84</u> | - |
| - | <u>Family</u> | <u>\$920.64</u> | <u>\$64.44</u> | - |

The County will provide the ODS Major Medical Plan at no cost to part-time employees. Part-time employees may elect to purchase one of the other medical/vision/prescription plans available through the County and part-time employee will pay the difference in cost between the County's allowance for the Major Medical Plan and the cost of the selected plan based on coverage level (single, two-party, or family). The County will provide an additional \$50 monthly premium subsidy to part-time employees who enroll in either the Kaiser HMO Plan or the ODS Preferred PPO Plan, regardless of tier.

The County and Union agree to shift the Health plan year from its current fiscal year basis of July – June to a calendar year basis as of January 1, 2009. Although the above listed Total Premiums may change on July 1, 2008, the County agrees to maintain the listed Employee Monthly Contribution Rates through December 31, 2008.

Effective January 1, 2009 the County will provide the ODS Major Medical Plan at no cost to part-time employees. The part-time employee's monthly contribution rate for the Kaiser Maintenance Plan will equal ten percent 10% of the total monthly premium for the Kaiser Maintenance Plan. Otherwise, part-time employees may elect to purchase one of the other medical/vision/prescription plans available through the County and part-time employee will pay the difference in cost between the County's allowance for the Major Medical Plan and the cost of the selected plan based on coverage level (single, two-party, or family). The County will provide an additional \$50 monthly premium subsidy to part-time employees who enroll in either the Kaiser HMO Plan or the ODS Preferred PPO Plan, regardless of tier.

c. Dental Insurance

1 Part-time employees may receive dental benefits upon
2 payment of fifty percent (50%) of the total monthly dental plan premium.

3 d. Joint Committee on 30 Hour Employees

4 The parties recognize that the current structure for
5 employees who work 30 hours but less than 32 hours per week should be
6 reviewed and modified. The parties agree to form a joint labor management
7 committee to review the feasibility of modifying the benefits structure for
8 employees who are regularly scheduled to work 30 hours per week but less than
9 32 hours. The committee is specifically charged with exploring the feasibility of
10 options for cost sharing. In proposing changes, the committee shall give
11 consideration to increased costs to the County, ease of administration, the
12 current contract provisions for premium reimbursement, and consistent
13 treatment of all benefit eligible part-time employees. The Committee shall
14 convene no later than 45 days following the Board of County Commissioners
15 ratification of this agreement, and shall complete its work and issue a
16 recommendation for changes no later than September 30, 2008. Any changes
17 agreed to as a result of the committee's recommendations will be implemented
18 through a Memorandum of Agreement between the parties, subject to ratification
19 as required by Union and County requirements.

20
21 B. Changes in Plan Designs During the Term of Agreement. Local 88
22 and the County recognize the increase in health care costs to be a major
23 concern. In an effort to collaborate together over quality health plans, design
24 changes and increasing costs, the parties agree to establish an eight member
25 team (four for each party) to review and approve carrier or county initiated
26 changes in plan designs, changes in plans offered, or changes in carriers, prior
27 to implementation for the following plan year. Meetings will commence no later
28 than 45 days after ratification of this agreement to establish initial guidelines for
29 Employee Benefit Team (EBT). For the first year, the EBT shall meet weekly to
30 review the current structure and proposed changes. Changes in plans or plan
31 designs which are mandatory due to carrier changes, and which cannot be

1 resolved by the committee, shall be subject to impact bargaining only.
2 Mandated coverage changes due to Federal or State laws, rules, or regulations
3 shall be presented to the EBT but will be implemented by the County as required
4 by law. The EBT shall examine alternatives to the plan design changes
5 outlined in Addendum K. If the parties are unable to reach agreement on
6 alternatives the plan design changes in Addendum K shall by default become
7 effective on January 1, 2009.

8 D. Premium Calculations. For Kaiser Plans, the premium charges shall
9 be the amount charged by Kaiser to the County. For the ODS plans, the
10 premium charges shall be calculated, using sound actuarial principles, and
11 include projected claim costs based on plan experience as required by state
12 regulations, IBNR expenses, Oregon Medical Insurance Pool assessments,
13 pharmaceutical claim expenses, stop-loss premiums, third-party benefit plan
14 administration costs, and an appropriate trend factor selected to limit County
15 contributions and employee cost shares while providing adequate funding for
16 plan operations.

17 E. Employee Contribution. Employee contributions will be made through
18 payroll deductions. Enrollment in a County sponsored
19 medical/vision/prescription plan and associated employee contribution is
20 mandatory for employees who do not "Opt Out" of medical/vision/prescription
21 coverage.

22 F. Major Medical Plan Rebates. Full-time employees who elect coverage
23 under the Major Medical Plan will be paid \$50 (gross) per month.

24 (Part-time employees now Section "I".)

25 (Retirees now Section "J".)

26 ~~D. "Opt-out": Cash in Lieu of Medical/Vision Benefits~~

27 ~~1. "Opt-out" payment amounts~~

28 ~~a. Full time employees~~

29 ~~Full time employees may elect to "opt-out" of County~~
30 ~~medical/vision benefits coverage, per the provisions of Section 1.A.(m) of this article.~~
31 ~~Full time employees who "opt out" of medical/vision benefits coverage may still receive~~

dental benefits; a dental benefits "opt out" payment is not available.

b. Part time employees

~~Part time employees who certify themselves as covered under another medical/vision plan may elect to "opt out" of County medical/vision benefits coverage per the provisions of Section 1.A.(m) of this article. Part time employees may opt out of medical/vision coverage and still elect County dental coverage by paying for one half of the premium for such coverage.~~

2. Loss of non County coverage

~~If an employee who has "opted out" of County coverage loses his or her non County coverage, he or she may enroll in the County plan within ninety (90) days of losing the non County coverage based upon a qualifying event as prescribed by the Plan document can do so without waiting for the annual Open Enrollment period. County coverage will be effective the first day of the month following receipt of the enrollment form by Employee Benefits.~~

G. Opt-Out - Waiver of Benefits.

a. Employees may elect to waive participation (Opt Out of coverage) in the County's medical/vision/prescription insurance plans by making that election on their Benefit Enrollment form. Employees making such election must provide proof of other group medical/vision/prescription insurance in order to make the Opt Out election. Employees will not be eligible to change their election until the County's official open enrollment period, unless the employee experiences an IRS recognized family status change event that would allow a mid-year health plan election change.

b. Full-Time Employees Who Opt Out.

Effective July 1, 2007 employees who Opt Out medical/vision/prescription coverage will receive a reimbursement paid by the County of \$150 (gross) per month.

Effective January 1, 2009 employees who waive medical/vision/prescription coverage will receive a reimbursement paid by the County of \$250 (gross) per month.

c. Part-Time Employees who waive coverage.

1 Effective July 1, 2007 employees who waive
2 medical/vision/prescription coverage will receive a reimbursement paid by the
3 County of \$75 (gross) per month.

4 Effective January 1, 2009 employees who waive
5 medical/vision/prescription coverage will receive a reimbursement paid by the
6 County of \$125 (gross) per month.

7 H. Successor Plans and Carriers

8 In the event that any of the current insurance plans become
9 unavailable, the County agrees to provide to affected employees a substitute
10 plan for the same service delivery type, if available, at substantially the same or
11 better benefit levels. If a plan or carrier is discontinued and no substitute plan is
12 available of the same service delivery type, the employee will be offered the
13 option to enroll in an alternative service delivery plan.

14 If the County chooses to change from a plan or carrier which is still
15 available, the County agrees that the overall existing level of benefits for each
16 plan will not be reduced.

17 I. Premium Reimbursement for Part-time employees

18 Part-time employees who work full time (at least .8 FTE) for six
19 consecutive pay periods will be reimbursed , as if they were entitled to full time benefits
20 (does not include Major Medical Plan Option rebate), for premium payments made to
21 the County for those payroll periods, adjusted for taxes. However, such payment will
22 be made only upon written request submitted by the employee to the Employee
23 Benefits Office within 90 days of the last payroll period of full time work. for the
24 difference between the part-time employee contribution and the full-time
25 employee contribution, as if they were entitled to full-time benefits during that
26 period for their elected County offered medical and/or dental plans. A part-time
27 employee who has elected the Kaiser Maintenance Plan will be reimbursed for
28 the amount of their part-time employee contribution (because this plan does not
29 have a full-time equivalent plan). There is no reimbursement available to
30 employees who have elected the Major Medical Plan or who Opt Out. Any such
31 premium reimbursements made to the employee will be adjusted for appropriate

1 taxes.

2 "Work" for purposes of this section is defined as regular hours
3 worked, and any paid time such as vacation or sick time. Such payments will be
4 made only upon written request submitted by the employee to the Employee
5 Benefits Office within 90 days of the last payroll period of full-time work.

6 J. Retirees

7 Provisions governing retiree participation in County medical and
8 dental plans are in Article 16, "Section VI".

9 K. Default Enrollment

10 ~~Full time Employees who fail to submit an enrollment form for "Opt out" or for~~
11 ~~the medical/vision and dental benefits plans described in "Section I.A" above within 31~~
12 ~~days of hire or at other times as determined by the Employee Benefits Office will be~~
13 ~~enrolled in the County's Major Medical Plan and ODS dental plan by default. Default~~
14 ~~plans may be other than Major Medical Plan and ODS dental plan, if so authorized by~~
15 ~~the Employee Benefits Board process. Eligible dependents of such employees may be~~
16 ~~enrolled in the same plans if the employee submits application within 15 days of~~
17 ~~receiving notice of his or her default enrollment. Part time employees shall be~~
18 ~~enrolled in the Major Medical Plan or its authorized successor.~~

19 1. New full-time employees who fail to submit timely application
20 for enrollment into the medical-dental benefit plans described in Section A will
21 be enrolled by default in the County's Major Medical plan and ODS Dental plan,
22 with employee only coverage. Eligible dependents of such employees may be
23 enrolled in the default plans if the employee submits application requesting
24 dependent enrollment within 15 days of receiving notice of his or her default
25 enrollment.

26 2. New part-time employees who fail to submit a timely
27 application for enrollment into the medical and dental benefits described in
28 Section A above will be enrolled by default in the County's Major Medical plan,
29 with employee only coverage. Eligible dependents of such employees may be
30 enrolled in the default plan if the employee submits application requesting

dependent enrollment within 15 days of receiving notice of his or her default enrollment.

L. Eligible Dependents

1. Spouses and domestic partners

a. Enrollment

~~Employees may enroll spouses and domestic partners in County medical and dental plans upon completion of the County's Affidavit of Marriage or Domestic Partnership and applicable enrollment forms. Enrollment times and other procedures for administration of the medical/vision and dental insurance plans shall be applied to employees with domestic partners in the same manner as to married employees to the extent allowed by the law. Spouses and domestic partners must be enrolled in the same plan as the employee. (Moved to Section following definition)~~

a. Definitions

i. A "spouse" is a person to whom the employee is married under Oregon law.

ii. A "domestic partner" is a person with whom the employee:

(a) Jointly shares the same permanent residence for at least six months immediately preceding the date of signing an Affidavit of Marriage or Domestic Partnership; and intends to continue to do so indefinitely, or if registered with the Multnomah County partnership registry, the six month waiting period is waived; and

(b) Has a close personal relationship.
In addition, the employee and the other person must share the following characteristics:

(c) Are not legally married to anyone;

(d) Are each eighteen years of age or older;

(e) Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;

(f) Were mentally competent to contract when the domestic partnership began;

1 (g) Are each other's sole domestic partner;

2 (h) Are jointly responsible for each other's
3 common welfare including "basic living expenses" as defined in the Affidavit of
4 Marriage or Domestic Partnership.

5 b. **Enrollment of Spouse/Domestic Partner**

6 Employee may enroll spouse or domestic partner in County
7 medical and dental plans upon completion of the County's Affidavit of Marriage or
8 Domestic Partnership and applicable enrollment forms. Enrollment times and other
9 procedures for administration of the medical/vision and dental insurance plans shall be
10 applied to employees with domestic partners in the same manner as to married
11 employees to the extent allowed by the law. Spouse or domestic partner must be
12 enrolled in the same plan as the employee.

13 c. **Termination of coverage**

14 ~~Employees must remove a spouse or domestic partner~~
15 ~~from coverage within 90 days of divorce, or annulment, or dissolution of the domestic~~
16 ~~partnership. Employees who fail to remove an ineligible spouse or domestic partner~~
17 ~~within 90 days will be required to reimburse the County for claims paid after the 90 day~~
18 ~~window, or be taxed on the benefit, or both as determined by the Benefits~~
19 ~~Administrator guidelines and procedures. (Moved to Section 3 below.)~~

20 2. **Children**

21 a. **Enrollment**

22 ~~Eligible children of the employee or the employee's spouse~~
23 ~~or domestic partner may be enrolled in the medical and dental insurance plans~~
24 ~~described in "Section 1". Children must be enrolled in the same plans as the employee.~~
25 ~~(Moved to Section following definition with changes.)~~

26 a. **Definition**

27 ~~"Eligible children" includes any unmarried biological or~~
28 ~~adoptive child under the age of 23 who is a dependent under the federal tax code and~~
29 ~~chiefly supported; or a court appointed ward; or anyone under the age of 23 for whom~~
30 ~~the employee is required by court order to provide coverage. "Eligible children" may~~
31 ~~also include dependent children over the age of 23 who became permanently disabled~~

1 ~~prior to the age of 23, and the children of children who are currently enrolled.~~

2 **"Eligible children" includes:**

3 **(i) any unmarried biological or adoptive child of the**
4 **employee or employee's spouse/domestic partner who is under the age of 23 is**
5 **a dependent under the federal tax code and chiefly supported by the employee**
6 **or employee's spouse/domestic partner; or**

7 **(ii) a court appointed ward of the employee or**
8 **employee's spouse/domestic partner; or**

9 **(iii) anyone under the age of 23 for whom the**
10 **employee is required by court order to provide coverage, or**

11 **(iv) the children (grandchild of employee) of**
12 **enrolled, eligible children of the employee or employee's spouse/domestic**
13 **partner when both grandchild and parent child are currently enrolled as**
14 **dependents under employee's County sponsored coverage.**

15 **An eligible dependent is enrolled under employee's**
16 **County sponsored health plan, who becomes permanently disabled prior to their**
17 **23rd birth date, may be eligible for continued health plan coverage after reaching**
18 **the usual maximum dependent age of 23. Employee's with a dependent child in**
19 **this situation should contact the County Employee Benefits Office three months**
20 **prior to child's 23rd birth date to initiate eligibility review process.**

21 **b. Enrollment of Dependent Children**

22 **Employee may enroll eligible children in County**
23 **medical and dental plans upon completion of the County's Affidavit for Health**
24 **Plan Enrollment of Dependent children and applicable enrollment forms. Eligible**
25 ~~children of the employee or the employee's spouse or domestic partner may be~~
26 ~~enrolled in the medical and dental insurance plans described in "Section I". Children~~
27 ~~must be enrolled in the same plans as the employee.~~

28 **c. Termination of coverage**

29 ~~Employees must remove from coverage a child who has~~
30 ~~become ineligible because he or she is 23 years old, or for any other reason within 90~~
31 ~~days of disqualification. Employees who fail to remove an ineligible child within 90~~

~~days of disqualification will be required to reimburse the County for any claims paid after the 90 day window, or be taxed on the benefit, or both as determined by the Benefits Administrator guidelines and procedures. (Moved to Section 3 below with changes.)~~

3. Termination of Dependent Health Plan Coverage

Written notice from employee upon termination of marriage or domestic partnership or any other change in dependent eligibility is required. Employees are responsible for timely reporting of any change in the eligibility status of enrolled dependent family members to the County Employee Benefits Office

(i) Employees whose marriage or domestic partnership ends must complete, sign, and file with the Employee Benefits Office a copy of the statement of Termination of Marriage/Domestic Partnership within ninety (90) days of death, divorce, or dissolution of marriage/domestic partnership.

(ii) Employees must remove from coverage a child who has become ineligible because he or she is 23 years old, or for any other reason within ninety (90) days of disqualifying event by completing a Benefit Change form and submitting completed form to the Employee Benefits Office.

To protect COBRA rights, employees must notify Employee Benefits Office of the dependent's status change within sixty (60) days of the qualifying event. Federal law shall govern COBRA eligibility for disqualified dependents.

Employees who fail to remove an ineligible spouse, domestic partner, or child within ninety (90) days of the qualifying event will be required to reimburse the County sponsored health plan for claims incurred and paid for during the time the former spouse, partner, or child remained enrolled but was no longer eligible for coverage.

M. When Benefits Coverage Begins and Ends

1. Coverage for new employees

a. Medical and Dental Benefits

The employee and eligible dependents will be covered by

1 medical and dental benefits the first day of the month following hire, provided the
2 employee has submitted completed enrollment form and other required documents
3 to the Employee Benefits office prior to that date. Employees who submit an
4 **enrollment** form after the first day of the month following hire, but within 31 days of
5 hire, will be covered the first day of the month following date receipt of the form
6 completed enrollment forms are received by Employee Benefits Office. Employees
7 who do not submit an enrollment form within 31 days of hire will be covered the first
8 day of the month following default enrollment enrolled based on the default
9 enrollment procedure. Coverage under the default plan(s) will begin on the first
10 day of the month following 31 days of employment.

11 2. Benefits coverage for terminating employees

12 a. Retirees

13 i. County-subsidized coverage

14 Benefits options for retirees are provided for in
15 Article 16, "Section VI".

16 ii. Unsubsidized benefits

17 Retirees may continue to participate in County
18 medical and dental benefits plans on a self-pay basis as mandated by law.

19 b. Other terminating employees

20 i. County-subsidized coverage

21 ~~If the employee's last regularly scheduled work day~~
22 ~~in pay status falls on or before the fifteen (15th) day of the calendar month in which the~~
23 ~~employee's County employment terminates, medical/vision and dental benefits toward~~
24 ~~which the County has contributed will lapse at the end of that calendar month. If such~~
25 ~~work day in pay status falls after the fifteen (15th) of the calendar month in which the~~
26 ~~employee's County employment has terminated, coverage toward which the County~~
27 ~~has contributed will lapse at the end of the following calendar month. (Example:~~
28 ~~Employee A's last day is July 15. Employee A's coverage toward which the County~~
29 ~~has contributed will lapse July 31. Employee B's last day is July 16. Employee B's~~
30 ~~coverage toward which the County has contributed will lapse August 31.)~~

31 County sponsored medical/vision/prescription

and dental coverage ends based on the employees last regularly scheduled working day in pay status:

| <u>Last Working Day</u> | <u>Coverage Ends</u> |
|-----------------------------|---------------------------------------|
| <u>1st - 15th of month</u> | <u>30/31st of the month</u> |
| <u>16th - 31st of month</u> | <u>30/31st of the following month</u> |

Example: Employee A's last working day in paid status day is July 15. Employee A's County sponsored health plan coverage will end July 31. Employee B's last working day in paid status day is July 16. Employee B's County sponsored health plan coverage will end August 31. Employee B will have additional cost shares deducted from final paychecks to cover the cost shares for August coverage.

ii. Unsubsidized benefits

Terminating employees may continue to purchase coverage under ~~participate in~~ County medical and dental benefits plans on a self-pay basis as mandated by law.

3. Employees on unpaid leaves of absence

a. Leaves of less than 30 days

Employees' benefits coverage will not be affected by unpaid leaves of absence of less than 30 days' duration. Unpaid cost shares will be recovered from employee when employee returns to paid status.

b. FMLA/OFLA Leaves

The County will contribute toward medical/vision/prescription and dental insurance coverage during unpaid approved FMLA/OFLA leave as required by law. Unpaid cost shares will be recovered from employee when employee returns to paid status.

~~During unpaid FMLA, the County will contribute to the same benefit plan elected by the employee prior to the approved leave. During unpaid OFLA leave only, the County will not contribute toward medical/vision/dental insurance coverage. In addition, the County will continue the same plan and monthly contributions toward dental insurance coverage as long as legally required contributions toward medical/vision coverage~~

~~continue. If the employee remains on unpaid leave for more than 30 days after FMLA/OFLA leave is exhausted, the leave will be treated as an unpaid leave of absence per "Subsection c.i" below, except that the last day of FMLA/OFLA leave will be deemed the employee's last day in pay status.~~

If the employee remains on unpaid leave for more than 30 days after FMLA leave is exhausted, the leave will be treated as an unpaid leave of absence per "Subsection c.i" below, except that the last day of FMLA leave will be deemed the employee's last day in pay status.

During unpaid OFLA leave only, the County will not contribute toward medical/vision/dental insurance coverage.

c. Non-FMLA/OFLA unpaid leaves

i. Lapsing of County-subsidized coverage

~~If the employee's last regularly scheduled work day in pay status falls on or before the fifteen (15th) day of the calendar month coverage toward which the County has contributed will lapse at the end of that calendar month. If such work day in pay status falls after the fifteen (15th) of the calendar month, coverage toward which the County has contributed will lapse at the end of the following calendar month. (Example: Employee A goes on non-FMLA/OFLA unpaid leave effective July 15. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B goes on non-FMLA/OFLA unpaid leave July 16. Employee B's coverage toward which the County has contributed will lapse August 31.)~~

If the employee's last regularly scheduled work day in paid status occurs:

| <u>Last Day In Paid Status</u> | <u>Coverage Ends</u> |
|--------------------------------|---------------------------------------|
| <u>1st - 15th of month</u> | <u>30/31st of the month</u> |
| <u>16th - 31st of month</u> | <u>30/31st of the following month</u> |

Example: Employee A goes on non-FMLA/OFLA unpaid leave effective July 15. Employee A's County sponsored health plan coverage will end July 31. Employee B goes on non-FMLA/OFLA unpaid leave July 16. Employee B's County sponsored health plan coverage will end August 31.

ii. Unsubsidized benefits Continuation of Coverage
through COBRA

Employees may continue to ~~participate in~~ **purchase coverage under** County medical and dental benefits plans on a self-pay basis as mandated by law.

iii. Continuation of benefits upon return from a
leave of absence without pay Benefits Coverage upon return from a leave

(a) Employees returning from a leave of absence without pay during the same plan year will be reinstated to the same medical/vision/prescription and dental plans (or successor plans) they had when they left County employment. If they return from leave the first day of the month, coverage will be in effect upon their return from leave; otherwise, coverage will be in effect the first day of the month following their return from leave.

~~(b) Employees returning from unpaid non-FMLA/OFLA leave in the following July to June a new plan year may enroll in different plans within 31 days of their return. Such employees must complete a health plan enrollment form upon their return to work. If enrollment forms are received on the first day of the month, the changes coverage will be effective that day; otherwise, changes coverage will be in effect the first day of the month following receipt of the completed enrollment forms by the County Employee Benefits Office.~~

II. Other Benefits

A. Flexible Spending Accounts

1. Medical expenses

To the extent permitted by law, Medical Expense Reimbursement Plan (MERP) accounts, which allow employees to pay for deductibles and unreimbursed medical, dental, and vision expenses with pre-tax wages, will be available according to the terms of the Multnomah County Medical Expense Reimbursement Plan number 504.

2. Dependent care expenses

To the extent permitted by law, Dependent Care Assistance Plan (DCAP) accounts, which allow employees to pay for dependent care with pre-tax wages, will be available according to the terms of the Multnomah County Dependent

Care Assistance Plan number 502.

B. Life Insurance

The County agrees to provide each employee covered by this Agreement with term life insurance in the amount of thirty thousand dollars (\$30,000). Employees may purchase supplemental term life insurance coverage for themselves, their spouse or their domestic partner consistent with carrier contract(s) by payroll deduction. Premiums will vary according to age of the insured.

C. Emergency Treatment

Employees will be provided with emergency treatment for on-the-job injuries, at no cost to the employees, and employees as a condition of receipt of emergency treatment, do agree to hold the County harmless for injuries or damage sustained as a result thereof, if any. Employees further will promptly sign an appropriate Workers' Compensation claim form when presented by the employer.

D. Disability Insurance

D. Disability Insurance

Disability insurance benefits are provided for under Article 9. Sick Leave, "Section IV".

~~III. Successor Insurance Plans~~

~~In the event that either party elects to terminate the Employee Governance Structure in accordance with the Governance Structure guidelines, or any of the above insurance plans are no longer provided by the County, the County, following consultation with the EBB, agrees to provide to affected employees a substitute plan of the same service delivery type, if available, at substantially the same or a better benefit level. It is recognized that in accordance with Section 1.A. (Employee Benefits Board) of this article that insurance plans may be modified, plans added and plans eliminated during the term of this agreement.~~

E. Long Term Care

Any bargaining unit employee covered by this agreement may participate in a long term care insurance program developed by the Union and the County consistent with carrier contracts the monthly premiums to be paid individually through payroll deduction.

ARTICLE 12
WORKERS' COMPENSATION AND
SUPPLEMENTAL BENEFITS

I. Coverage

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

II. Seniority

A. 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.

B. If an employee is transferred to another classification because of a compensable injury, his or her seniority shall be governed in accordance with Article 21, Seniority and Layoff. In such event the employee's status shall be governed exclusively by applicable state statutes related to re-employment and non-discrimination.

C. If an injured employee has been released by his or her attending physician to return to the job at injury, he or she will be reinstated to that position if eligible under the provisions of ORS 659.415, or its successor; provided that such reinstatement shall not violate the seniority rights, as contained elsewhere in this Agreement, of any other employee.

III. Probationary Employees

In accordance with the terms of Article 2, "Section VIII," if an employee sustains an injury during his or her probationary period, it may be extended by written agreement of the Union, the employee, and the County.

IV. Supplemental Benefits

The County shall supplement the amount of Workers' Compensation benefits received by the employee for temporary disability due to occupational injury, illness or disease by an amount which, coupled with Workers' Compensation payments, will insure the disabled

employee the equivalent of one hundred percent (100%) of his or her semi-monthly net take-home pay (as calculated in accordance with Workers' Compensation regulations) subject to the following conditions:

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

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

C. To the extent not compensated by Workers' Compensation benefits, the day following the first day of occupational disability and the next succeeding day shall be compensated ~~as sick leave if such days would have been work days~~ subject to the provisions of Article 9, Sick Leave.

V. Denied Claims

A. If a Workers' Compensation claim is denied, the employee's absence from work due to illness or injury shall, to the extent not compensated as Workers' Compensation time loss, be subject to the provisions of Article 9, Sick Leave.

B. 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.

C. If an employee's Workers' Compensation claim is under appeal, and he or she is no longer entitled to medical/dental coverage under Article 11, Health and Welfare, he or she will be entitled to continued coverage under federal COBRA law. The duration of such coverage will be for six months or the legally mandated period, whichever is greater, provided that the employee continues to be eligible and pays the premiums as required.

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

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

2. Any supplemental benefits not paid in accordance with "Section IV" of this Article.

VI. Benefits

1 A. The County shall continue to provide medical and dental benefits for an
2 employee with a compensable claim and his or her dependent(s) from the first day of
3 occupational disability, subject to the limitations of Article 11, Health and Welfare, if any, for a
4 period of one year or such longer period as may be required by law.

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

8 **VII. Borrowing of Sick Leave**

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

ARTICLE 13
WORK SCHEDULES

I. Posting of Work Schedules

A. Work schedules showing work days and hours of work will be posted on bulletin boards or otherwise made accessible to employees at all times. Management may change work schedules with ten days' notice to affected employees, and with less notice in the following circumstances:

1. Such notice is voluntarily waived in writing by the employee(s); or

2. For the duration of an emergency.

B. Should management determine that it needs to reduce a position(s) hours, management will first, in order of job class seniority, look for qualified volunteers within the work unit. If there are no volunteers, then such reduction shall be in reverse order of job class seniority of qualified employees. Exceptions to job class seniority preference assignment may be made in the following situations:

1. When an employee with less job class seniority is substantially more qualified for the reduced position;

2. Where bona fide job-related requirements for a balance of experienced and non-experienced personnel exist between shifts or assignments in a work unit.

II. Right to Compensation for Regularly Scheduled Hours

An employee who reports to work as scheduled and is excused from duty for lack of work, or is specifically directed by his or her supervisor or manager not to report to work, will be paid at his or her regular rate for the hours he or she was scheduled to work.

III. Work Days and Days Off

A. Scheduling Requirements

1. Employees working 40 hours per week

a. Employees working five eight-hour days a week will be scheduled to work five consecutive days with two consecutive days off. Employees working four ten-hour days a week may be scheduled to work four consecutive days or may be assigned to a split work week but will be scheduled with two consecutive and one non-consecutive day off.

b. Alternate Work Week Schedules Alternate work week

schedules are defined as seven (7) consecutive calendar days beginning at ~~12:01 p.m. on~~ four (4) hours after the employee's start time on Monday and ending four (4) hours after the employee's start time on the following Monday ~~at 12:00 noon~~, or beginning four (4) hours after the employee's start time ~~on 12:01 p.m.~~ on Friday and ending four (4) hours after the employee's start time on the following Friday ~~at 12:00 noon~~; or a work schedule which may vary the number of hours worked on a daily basis, but not necessarily each day, and is four (4) or five (5) consecutive days beginning on 12:01 a.m. Monday and ending on the following Sunday at 12:00 midnight. 9-80s would be considered an alternate work week schedule. Article 7 governing holiday observance will apply.

2. Employees working less than 40 hours per week

Employees working less than forty hours per week will be scheduled to work no more than five days a week, and at least two of their days off must be consecutive.

B. Changing Scheduled Days of Work and Days Off

1. Voluntary changes

a. Changes of work days and days off will be considered voluntary if they occur at the employee's request or as a result of shift bidding. During the fourteen day period following the transition from one schedule of work days and days off to another, the provisions of "Section III.A " above will not apply, and, for example, the employee may have split days off.

b. Shift Trading

Shift trading within Departments defined as trading time, hour, for hour, shall be allowed provided that:

1. Exchanges do not conflict with a department's operational needs;
2. Exchanges do not require involuntary scheduling changes on the part of other employees;
3. Exchanges do not make the County liable for OT under the FLSA.

Departments will develop procedures for requesting, approving, and tracking shift trades, subject to approval of the County HR Director.

2. Involuntary changes

Changes of work days and days off will be considered involuntary if they occur at the discretion of management. In addition to the provisions which apply to voluntary changes, the following will apply during the fourteen day transition period:

1 a. Employees who are scheduled to work more than five days in a row without a
2 day off will be paid at the time-and-a-half rate for all hours worked on the sixth and subsequent
3 days until their next scheduled day off. Days worked immediately prior to the transition period
4 will be included in the five-day requirement of this subsection.

5 b. No employee normally scheduled to work forty hours per week
6 shall be paid for less than eighty (80) hours in a semimonthly pay period as a result of the
7 application of the provisions of this subsection, except that in the second pay period in
8 February this minimum shall be seventy (70) hours.

9 **IV. Scheduling the Work Day**

10 **A. Normal Work Day**

11 **1. Employees working forty hours a week**

12 a. Employees working forty (40) hours per week on a five (5) day
13 per week work schedule shall work eight (8) consecutive hours per day excluding the meal
14 period. Employees on a continuous duty schedule per "Section C.3" below shall work eight (8)
15 consecutive hours per day including the meal period.

16 b. Employees working forty (40) hours per week on a four (4)
17 day per week work schedule shall work ten (10) consecutive hours per day excluding the meal
18 period. Employees on a continuous duty schedule per "Section C.3" below shall work ten (10)
19 consecutive hours per day including the meal period.

20 c. Employees working forty (40) hours per week on an alternate
21 work schedule shall work consecutive hours as scheduled per day excluding the meal period.
22 Employees on a continuous duty schedule per "Section C.3" below shall work consecutive
23 hours as scheduled per day including the meal period.

24 **2. Employees working less than forty hours a week**

25 Employees working less than forty (40) hours a week will be scheduled
26 to work four (4) or more consecutive hours a day. Any meal periods to which the employee is
27 entitled will be on unpaid time, unless the employee is on a continuous duty schedule per
28 "Section C.3" below.

29 **B. Breaks**

30 Breaks provided for in this section will be on paid time.

31 **1. During the normal work day**

32 **a. Employees working six or more hours a day**

33 Employees scheduled to work six (6) or more hours a day are
34 entitled to a fifteen (15) minute break during the first half of the work day, and another during

the second half, provided that the break in the second half of the work day is required only if the employee is scheduled to work more than two (2) hours after the previous break or meal period. Breaks for employees scheduled to work eight (8) or ten (10) hours in a day will be scheduled at the middle of each half of the work day whenever practicable.

b. Employees working fewer than six hours a day

Employees scheduled to work fewer than six (6) hours a day are entitled to one fifteen (15) minute break to be scheduled by management.

2. While working overtime

Employees scheduled to work eight (8) or more hours who are expected to work one and a half or more hours after their scheduled quitting time are entitled to a fifteen (15) minute break at the end of their regularly scheduled work day.

3. While on a continuous duty schedule

Breaks for employees on a continuous duty schedule are covered in "Section C.3" below.

C. Meal Periods

1. Entitlement to a meal period

The work schedules of employees working more than six (6) hours in a work day will include a meal period. An employee who has worked eight (8) or more hours in a work day and who works two (2) hours beyond his or her regular quitting time is entitled to a second meal period.

2. Unpaid meal periods

Meal periods are on unpaid time unless the provisions of "Subsection 3" below apply.

a. Length of the meal period

Employees will be scheduled for a thirty (30) minute meal period unless they request and management approves a one-hour meal period. Management may rescind approval for a one-hour meal period, subject to the provisions for changing work schedules in "Section I" above.

b. Scheduling

i. The meal period for employees working eight (8) or more hours will be scheduled in the middle of the work day whenever practicable.

ii. When a one-hour meal period is requested and approved, management will make adjustments to the employee's starting and/or quitting time, subject to the provisions for changing work schedules in "Section I" above.

3. **Paid meal periods:**

a. **Continuous duty schedules**

Management may assign employees performing duties which do not lend themselves to duty free breaks and meal periods to a continuous duty schedule. Any such assignment shall be in writing with a copy provided to the Union and the Labor Relations Manager. Meal periods for such employees will be on paid time. The scheduling of meal periods and breaks for affected employees will be based solely on management judgment of the need for supervision of clients or involvement in other continuous duty, or may be on an "as time is available" basis. Continuous duty employees may not be relieved of duty during their work day, and may have to take their meals and their breaks while supervising clients or attending to other duties. Any meal periods or breaks may be interrupted or missed without additional compensation.

b. **Temporary assignment**

If an employee who normally works a non-continuous schedule is assigned to provide relief for a continuous duty post and that assignment includes the time of the relief employee's normally scheduled meal period, it will be treated as a paid period following the conditions of article 13,IV.C.3.a above.

D. **Clean-Up Time**

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

V. **Flexible Work Schedules**

A. **Exceptions to the Requirements of This Article**

Greater flexibility in work scheduling than is otherwise provided for in this article, which benefits employees and the County, may be implemented, provided that such schedules are in writing, and are agreed upon by the Union and the Labor Relations Manager. A copy of any such agreed upon schedules shall be provided to all directly affected employees.

B. **Employee Requests for Substitution of Hours Within a Work Week**

Employees may request to work fewer hours than scheduled on one day in an FLSA work week and make up for those hours by working an equivalent number of additional hours on another day or days in the same FLSA work week. Such scheduling is subject to the

approval of management, and regardless of any other provisions of this Agreement, will not result in overtime pay.

VI. Job Sharing

A. The intent of a job share position is that two (2) employees voluntarily share the duties and responsibilities of one full time position in a single classification. Employees may request to share a position. Approval of job sharing is at the discretion of management. Each employee in the job share position must sign a job share agreement outlining the terms of the job share and be scheduled for forty (40) hours during two (2) work weeks.

B. The County will develop a personnel rule and model agreement on job sharing in consultation with the Union.

C. Leave and Holiday Pay. Job sharing employees will be treated like part time employees for purposes of holiday, leaves, pay, and health and welfare.

D. Job Share Vacancy. If one (1) job share employee vacates the position the County determines whether the position should continue as a job share. The remaining employee has the right to assume the position on a full-time basis. If the position continues as a job share, the vacant half of the position will be filled using the department procedure.

E. If the position does not continue as a job share, and the remaining employee does not assume the position full time, then the remaining employee may elect to transfer to a vacant position in the same classification or to voluntarily demote to a vacant position for which he/she is qualified. If the above conditions are not available or not acceptable, the employee would be subject to layoff.

VII. 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:

0 - 7 minutes rounds to 0 hours

8 - 15 minutes rounds to 1/4 hour

B. Applications

1. Lateness

Employees who are less than eight (8) minutes late are not required to make up the missed minutes and shall be paid for a full shift without charge to a leave

1 account. Employees who are more than eight (8) minutes late may be charged paid leave for
2 time late or may be allowed to flex time at the manager's discretion. **An employee who**
3 **starts work after their start time is considered to be late.** Being late to work ~~continues to~~
4 **can** be subject to **grounds for** discipline up to and including dismissal.

5 2. **Working over**

6 An employee who works over less than eight (8) minutes shall not be
7 compensated. An employee who works eight (8) to fifteen (15) minutes over shall be
8 compensated one quarter (1/4) of an hour at the appropriate rate of pay in accordance with
9 Article 14, Compensation.

10 3. **Leaves**

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

13 4. **Work day**

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

ARTICLE 14
COMPENSATION

I. Wage Adjustments

A. July 1, 2004

~~Effective July 1, 2004 the rates and ranges of employees covered by this Agreement shall be increased two and three tenths percent (2.3%). Employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement as Addendum A, Table I. Wage Rates Effective July 1, 2004 which by this reference is incorporated herein.~~

A. July 1, 2007

Effective July 1, 2007 the rates and ranges of employees covered by this Agreement shall be increased two and seven tenths percent (2.7%). Employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement as Addendum A, Table I. Wage Rates Effective July 1, 2007 which by this reference is incorporated herein.

B. July 1, 2008

Effective July 1, 2008 the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI for Portland Urban Wage Earners and Clerical Workers Index for the second half of 2006 to the second half of 2007 as reported in February 2008. The minimum percentage increase shall be no less than two percent (2%) and the maximum percentage increase shall be no more than five percent (5%).

C. July 1, 2009

Effective July 1, 2009 the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI for Portland Urban Wage Earners and Clerical Workers Index for the second half of 2007 to the second half of 2008 as reported in February 2009. The minimum percentage increase shall be no less than two percent (2%) and the maximum percentage increase shall be no more than five percent (5%).

D. July 1, 2010

Effective July 1, 2010 the rates and ranges of employees covered by this

Agreement shall be increased by the percentage increase in the CPI for Portland Urban Wage Earners and Clerical Workers Index for the second half of 2008 to the second half of 2009 as reported in February 2010. The minimum percentage increase shall be no less than two percent (2%) and the maximum percentage increase shall be no more than five percent (5%).

II. Pay Periods

Employees shall be paid on a twice a month basis. The pay periods shall be the 1st through the 15th of each month and the 16th through the end of each month. Employees will be paid on the 15th of each month for hours worked during the second pay period of the preceding month, and on the last business day of each month for hours worked during the first pay period of that month; provided, however, that if either date falls on a Saturday, Sunday, or Holiday, the pay date will be the preceding business day.

III. Minimum Pay for Reporting to Work Outside of Regularly Scheduled Hours/Days

A. Reporting to Work After Hours/Scheduled Day Off (Including Facilities Management Employees)

~~Any employee who returns to work at the direction of management outside his or her regularly scheduled working hours or on a scheduled day off, shall be paid for a minimum of four (4) hours at the straight time, time and a half, or double time rate according to the provisions of "Section IV" below; provided that an employee who stays at work at the end of his or her scheduled work day or who begins his or her scheduled work day early shall not be eligible for this minimum. It is the understanding of the parties that the four hour period for a Call In commences with the acceptance of the call in assignment and ends four (4) hours later.~~

From time to time, it may be necessary to have employees work outside their regularly scheduled working hours or on a scheduled day off. In order to be respectful of an employee's schedules and activities outside of work, and to keep County costs down, every effort will be made to (a) give as much advance written notice as possible, (b) limit the employee's uncompensated break between the end of employee's shift and the callback assignment or between the callback assignment and the beginning of the employee's shift by scheduling as close to their regularly scheduled shifts as possible, and (c) allow for a continuous break of ten (10) or more hours between the end of one shift and the beginning of the next shift. None of the provisions in this section shall violate the provisions of "Article 14.IV" as they apply to part-time employees.

1. "Call Back" - Less Than Twenty-four (24) Hours Advance Notice

a. Minimum Compensation

1 Any employee who returns to work at the direction of
2 management outside his or her regularly scheduled working hours or on a scheduled day
3 off—and there is less than twenty-four (24) hours advance verbal or written notice—shall
4 be compensated for a minimum of four (4) hours—or time worked, whichever is greater—at
5 the appropriate rate according to the provisions of “Article 14.IV”. If applicable, the
6 employee shall have the option of receiving overtime or compensatory time, or they may
7 flex their time at a time approved by their supervisor. This minimum does not apply if (a)
8 an employee elects to accept an overtime assignment prior to the end of their scheduled
9 shift, or (b) the employee was on “Involuntary On-Call” status according to the provisions
10 of “Article 14, Section IX”.

11 b. Start of Period and Immediate Callback

12 If all of these conditions apply: (a) the employee's regularly
13 scheduled shift has already ended and (b) they are required to report back to work
14 immediately (as soon as they can get there) and (c) they report to the work location within
15 one (1) hour, the four (4) hour minimum period commences with the acceptance of the
16 assignment and ends four (4) hours later; otherwise the four (4) hour minimum period
17 commences at the time of reporting to the work location. (For example, if an employee's
18 regularly scheduled shift ends at 5pm and they are contacted at midnight that night and
19 required to report back to work immediately and they report to the work location within the
20 hour—before 1a—the four (4) hour minimum period commences at midnight—with the
21 acceptance of the assignment. If an employee's regularly scheduled shift ends at 5pm and
22 they are required to report back to work the next morning at 6am, then the four (4) hour
23 minimum period commences at 6am—at the time of reporting to the work location).

24 2. “Schedule Change” or “Mandatory Meeting” - Greater Than or
25 Equal to Twenty-four (24) Hours Advance Written Notice

26 a. Compensation

27 Any employee who is required to report to work at the
28 direction of management outside his or her regularly scheduled working hours or on a
29 scheduled day off—and there is greater than or equal to twenty-four (24) hours and less
30 than ten (10) calendar days advance written notice—shall be compensated for time worked
31 at the appropriate rate according to the provisions of “Article 14.IV”. If there is greater
32 than or equal to ten (10) calendar days advance notice—the employee shall be (a)
33 compensated as above; or (b) notified in writing of the change to their regularly scheduled
34 working hours.

b. Length of Break Between Shifts

In the event that an employee is required to work additional hours between their regularly scheduled shifts that results in the longest continuous break between the end of one shift and the beginning of the next shift being less than ten (10) hours, the County shall: (a) allow the employee to flex their schedule and return to work after ten (10) hours off and then work the full length of their regularly scheduled shift, County needs permitting; or (b) compensate the employee at his or her regular scheduled rate of pay for the difference between ten (10) hours and the actual hours he or she is off between shifts. This compensation shall be in addition to his or her rate of pay for actual hours worked. This additional compensation only applies when there is greater than or equal to 24 hours advance written notice.

B. Receiving Work Telephone Calls at Home

Any employee who is called at home or a location other than their job site for work related business during their off-duty time, and is not required to report to a work site, shall receive one (1) hour pay at the appropriate rate according to the provision of Section IV below. Multiple calls less than twenty (20) minutes between the end of the 1st and beginning of the 2nd (or more) calls will be considered one (1) call. This provision does not apply to telephone calls regarding work scheduling, **messages left on voicemail or answering machines** and/or worksite directions.

C. Off Duty Telephone/Computer Work at Home

Any employee directed to perform work from home outside of their regular scheduled hours, will receive one (1) hour pay or the length of work whichever is greater, at the appropriate rate according to the provision of Section IV below.

D. Cancelled Court Appearance on Day Off

When an employee is required to make a court appearance as a result of their job on his/her regularly scheduled day off, and such court appearance is cancelled and the employee is not notified of the cancellation by or on the employee's last scheduled work day prior to the scheduled court appearance, then the employee shall receive two (2) hours pay according to the provisions of Section IV below even though the court appearance was cancelled.

IV. Overtime

A. Time and One-Half

Employees will be compensated at the rate of one and one-half (1-1/2) times their normal hourly rate of pay for additional time worked as follows:

1 1. In excess of eight (8) hours in any work day for a five-day, forty-hour
2 -a-week employee; or

3 2. In excess of ten (10) hours in any work day for a four-day, forty-hour
4 -a-week employee; or

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

6 **B. Double Time**

7 1. All work performed on an full-time employee's scheduled second or third
8 day of rest will be paid at the rate of two (2) times the employee's regular rate of pay, provided
9 that an employee who has refused to work a full shift on the employee's first scheduled day of
10 rest will be paid at the rate of one-and-one-half (1 1/2) times his or her normal rate.

11 2. The applicable day of rest will be determined by the calendar day
12 the person begins work and will remain in effect until (a) they leave work, or (b) their
13 next regularly scheduled shift begins, whichever happens first. For example, if an
14 employee starts work at 10:00pm on their first day of rest and works until 2:00am on the
15 second day of rest (and their next regularly scheduled shift has not begun during that
16 entire time period), all the hours will be computed at one and one-half (1-1/2) time. Work
17 begun during the second or third day of rest will be computed at double (2) time
18 according to the provisions above.

19 3. Part-time employees who work in excess of forty-eight (48) hours in an
20 employee's FLSA **twenty-eight (28)** work week shall be compensated at the double rate for all
21 such hours in excess of **forty-eight (48)** hours.

22 **C. Overtime Administration**

23 1. Computation of overtime - holidays and leaves

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

26 2. Premium Pay in the Computation of Pay Rates

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

30 3. Equal distribution of overtime work

31 Overtime work shall be distributed as equally as practicable
32 among employees working within the same job classification within each work unit

providing they have indicated in writing a desire to work overtime to their supervisor.

4. No discrimination

There shall be no discrimination against any employee who declines to work overtime. Overtime work shall normally be voluntary except in cases where the public health, safety and welfare, or critical public interest may be jeopardized at risk.

5. Discipline for unauthorized overtime

Employees working unauthorized overtime may be subject to discipline.

6. No suspending work to avoid overtime

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

7. Compensatory time

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

a. The maximum allowable accumulation of compensatory time off shall be eighty (80) hours.

b. Accrued compensatory time off may be used at the discretion of the employee with the supervisor's consent.

c. In the event the employee terminates for any reason, accrued compensatory time shall be paid off in cash to the employee or his or her heirs.

d. Flexibility during the work week made at the employee's request is not subject to this section and is solely governed by Article 13, "Section V.B"

V. Shift Differential

A. Payment of Shift Premiums

1. Hours and amounts

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

a. Swing shift premium

An hourly premium of seventy-five cents (\$.75) to employees for all hours worked on shifts beginning between the hours of twelve (12) noon and seven (7) p.m

1 6:59 p.m.; or

2 b. **Graveyard shift premium**

3 An hourly premium of one dollar (\$1.00) to employees for all hours
4 worked on shifts beginning between the hours of seven (7) p.m. and six (6) a.m. 5:59 a.m.,
5 provided that the employee was not called in early to a shift normally scheduled to begin after six
6 (6) a.m.; or

7 c. **Relief shift premium**

8 An hourly premium of one dollar (\$1.00) to employees for all hours
9 worked in the work week while assigned to a relief shift.

10 2. **Definition of relief shift**

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

16 B. **Inclusion of Shift Differentials in Wages**

17 1. **Inclusion in overtime rate**

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

20 2. **Inclusion in sick and vacation pay**

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

23 3. **Shift pay disallowed for voluntary single shift change**

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

26 VI. **Auto Allowance and Compensation**

27 Auto allowance and compensation shall be paid pursuant to Addendum E.

28 VII. **Deferred Compensation Plan**

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

32 VIII. **Overpayments and Payments in Violation of Contract**

33 Any employee receiving unauthorized payments has the obligation to call such error to
34 the attention of his or her supervisor.

1 **A. Unauthorized Overpayments**

2 Any employee who receives payments to which he or she is not entitled,
3 including but not limited to premium pay, shift differential, overtime pay, step increases, or any
4 other salary, wage, or reimbursement which is not authorized by this contract or County
5 Personnel Rules, and which the employee knew or reasonably should have known he or she
6 was not entitled to receive, shall reimburse the county for the full amount of the overpayment.

7 **B. Payments in Error**

8 When an employee receives payments due to a clerical, technical, or computer
9 error, through no fault of the employee and where the employee did not and could not
10 reasonably have known that the error occurred, the employee will only be liable for and the
11 County shall only recover the overpayment for a period of 180 days preceding the date of
12 discovery of the error.

13 **C. Repayment to the County**

14 As soon as the overpayment is known, the County will make every effort to
15 recover such overpayments as specified in subsections A. or B above, by payroll deduction over
16 a reasonable period of time as determined by the County Human Resources Director.

17 **D. Repayment to the Employee**

18 Where an error occurs which results in a negative impact on the employee, upon
19 notification by the employee, and verification by the payroll division, payment in correction of the
20 error shall be made in the employee's paycheck for the current pay period.

21 **IX. On-Call Pay**

22 **On-Call duty assignments**

23 **A. Voluntary On-Call**

24 Employees on a regular work schedule may volunteer to be placed on-call duty
25 beyond their regularly scheduled work day or work week and may be assigned an answering
26 device for on-call purposes to avail themselves of the opportunity to receive additional pay. Any
27 such employee on voluntary on-call status may refuse to report if called.

28 **B. Involuntary On-call (FLSA Exempt)**

29 Any employee determined by the Department Human Resources Manager to be
30 FLSA exempt may be placed on involuntary on-call status. Any such employee shall be allowed
31 compensatory time off at the rate of one (1) hour for each eight (8) hour period they are on-call
32 status. Employees who are assigned on-call duty for less than eight (8) hours shall be allowed
33 compensatory time off on a pro-rated basis at full hour increments.

34 An employee shall be assigned on-call duty when specifically required to be

1 available for work outside his/her working hours and not subject to restrictions which would
2 prevent the employee from using the time while on-call effectively for the employee's own
3 purposes.

4 No employee is eligible for any premium pay compensation while on-call duty
5 except as expressly stated in this article. On-call duty time shall not be counted as time worked
6 in the computation of overtime hours. An employee shall not be on-call duty once he/she
7 actually commences performing assigned duties and receives the appropriate rate of pay for time
8 worked.

9 C. Involuntary On-Call (FLSA Non-exempt)

10 Employees shall be paid one (1) hour of pay or compensatory time off subject to
11 Section IV.C.7 at the regular straight time rate for each eight (8) hours of assigned on-call duty.
12 Employees who are assigned on-call duty for less than eight (8) hours shall be paid on a pro-
13 rated basis at full hour increments.

14 An employee shall be assigned on-call duty when specifically required to be
15 available for work outside his/her working hours and not subject to restrictions which would
16 prevent the employee from using the time while on-call effectively for the employee's own
17 purposes.

18 No employee is eligible for any premium pay compensation while on-call duty
19 except as expressly stated in this article. On-call duty time shall not be counted as time worked in
20 the computation of overtime hours. An employee shall not be on-call duty once he/she actually
21 commences performing assigned duties and receives the appropriate rate of pay for time worked.

22 X. Market and Equity Adjustment Fund and Process

23 There is a joint understanding by the parties that market forces during the last decade
24 ~~have had~~ continue to have a variable effect on the relative market standing of many of the
25 classifications in the bargaining unit. ~~It is further recognized that independent in whole or part~~
26 ~~from market issues, there exist a certain number of anomalies and equity issues within the~~
27 ~~compensation system. To address these anomalies and equity issues of The County and the~~
28 Union recognize the need for a fair and equitable compensation system, and as such, the
29 parties agree to a classification and compensation system review of classifications through a joint
30 labor/management committee.

31 A. Joint Labor Management Compensation Committee (the Class Comp
32 Committee)

33 1. There shall be established a Joint Labor Management Compensation
34 Committee to review mutually agreed upon classifications for the purpose of compensation

1 adjustments; studies may also include and classification reviews that may include for the
2 purpose of updating or revising existing class specifications, job descriptions, establishing
3 new classifications, or abolishing existing classifications. The composition of this committee
4 will include the following but may be supplemented or changed by mutual agreement:

5 4 a. County

6 Two representatives from Human Resources, one from Labor Relations
7 and two departmental management representatives. The Chief Spokesperson for the County shall
8 be designated by the Director of Support Services Human Resources.

9 2 b. Union

10 The Union Representative and four appointed bargaining unit employees.

11 2. The Compensation Committee shall be charged with:

12 a. Identifying and agreeing to a list of comparable employers
13 which shall be used in the conduct of classification and compensation studies;

14 b. Developing and approving procedures for the conduct of
15 Compensation Committee meetings and business, including but not limited to the process
16 for identifying classifications to be studied, the selection and training of advisory
17 committee members, the processes for informing employees and supervisors of study
18 results, and the procedures for final decisions and implementation of completed studies;
19 and

20 c. Identifying the job classifications to be studied each year.

21 B3. July 1, 2004—May 1, 2005 and July 1, 2005 Increases. Annual
22 Classification/Compensation Studies

23 During the period July 1, 2004—May 1, 2005 first and second quarters of the
24 calendar year, the committee will identify job families or isolated classifications which would
25 appear to be candidates for closer study based on such specifiable factors as recruitment data,
26 internal alignment data or other factors as mutually agreed by the members of the committee.
27 Based on the classifications identified by the committee to be reviewed, a formal salary survey
28 and classification review will be conducted either by the County classification/compensation
29 staff or by a consultant or vendor contracted by the County, on the classifications identified
30 to the committee. An amount of \$75,000 will be set aside each year to cover costs incurred
31 by contracting reviews by a vendor. If there is a balance left at the end of the year, it will
32 be carried over into the following year. An advisory team composed of managers,
33 supervisors and represented employees who are subject matter experts in the job content
34 of classifications under review shall be appointed for each approved study. The data

1 resulting from this survey and the funding limitations provided by "Section BE", below, will lead to
2 a County recommendation for increases for ~~effective July 1, 2005~~ effective on the first day of
3 the fiscal year in which the study is conducted, unless the parties mutually agree to a
4 different effective date. The recommendations will be presented to the Union as studies are
5 completed, ~~or no later than May 1, 2005~~. Unless mutually agreed between the County and Union,
6 ~~all salary range adjustment~~ such increases will be in fixed "across the board" percentage terms
7 of the ~~June 30, 2005~~ recommended rates and ranges for the affected classifications based on
8 the Local 88 Compensation Plan, although the amount of the ~~percentage increases will vary~~
9 may be 0%, depending on the strategy, and priorities of the study. For example, the study may
10 recommend a 2% increase on the June 30 rates for a certain classification; this combined with the
11 percentage increase resulting from application of the CPI provision of "Section I" of this article
12 would result in the total percentage increase on the June 30 rates for that classification. The
13 County Recommendation for 2005 approved studies will be implemented unless modified by
14 mutual agreement during the Committee discussion, or unless the Union notifies the County in
15 writing within 30 days of a recommendation or ~~no later than June 1, 2005~~ that the County
16 Recommendation is rejected, in which case the Default Option cited in "Section DC" below will be
17 implemented.

18 **CB. Funding and Amount of Increase**

19 **1. ~~May 2005~~**

20 ~~The amount of funding available for the May 1, 2005 County~~
21 ~~Recommendation shall be no more than one half (.5%) of one percent of the budgeted base for~~
22 ~~all positions allocated to this bargaining unit as calculated by the Budget Manager from the~~
23 ~~Approved Budget for FY 2004 - 2005, not including any CPI increase for July 1, 2004. Costing~~
24 ~~calculations against this amount will default to Step 1 for all vacancies.~~

25 **2. ~~July 1, 2005 - June 30, 2006~~**

26 ~~The amount of funding available for the July 1, 2005 County~~
27 ~~Recommendation shall be negotiated with the 2005-2006 reopener. Funding not used July 1,~~
28 ~~2005 shall by mutual agreement be carried over to be available January 1, 2006.~~

29 The amount of funding available for each fiscal year shall be one-quarter of
30 one percent (.25%) of the budgeted base for all positions allocated to this bargaining unit
31 as calculated by the Budget Manager from the Adopted Fiscal Budget, except for Fiscal
32 year July 1, 2007 through June 30, 2008, funding will be zero. If there is a balance left over
33 at the end of the fiscal year, it will be carried over into the following year.

34 **DC. Default Option**

1 The Union and the County realize that the existing compensation arrangements
2 are jointly owned as a product of a series of contracts that have been freely entered into. There is
3 also a joint recognition that any process such as the above which is not, and cannot be, precisely
4 specified in advance, must involve a concerted effort of discussion to be successful, and must be
5 disciplined by a default option; therefore:

6 If the County Recommendations ~~effective for July 1, 2005, are rejected the~~
7 ~~County's obligation shall be void with respect to this entire plan except that the CPI increase~~
8 ~~provided for in "Section I.D" above shall be increased by adding one quarter of one percent~~
9 ~~(.25%) to the percentage increase resulting from the CPI formula as adjusted by the Union, the~~
10 ~~County will give the Union 30 days to appeal the study results, based upon a substantive~~
11 ~~failure to comply with the mutually agreed upon guideline of the Labor Management Class~~
12 ~~Comp Committee. If the parties are unable to resolve the appeal, provisions of Article~~
13 ~~15.VI.B will apply. If the County recommendations are rejected by the Union and there has~~
14 ~~been no substantive failure to comply with the mutually agreed upon guideline,~~
15 County may implement the study's results at its own expense.

16 In the event an employee's rate of pay exceeds the new recommended
17 maximum pay rate as a result of a Classification/Compensation study, he or she will be
18 paid in accordance with Article 15.V.

ARTICLE 15
CLASSIFICATIONS AND PAY RANGES

I. Wage Schedule

Employees covered by this Agreement shall be compensated in accordance with the Wage Schedule attached to this Agreement as Addendum A, which by this reference is incorporated herein, and as modified by Article 14.

II. Step Placement and Anniversary Dates

A. New Employees and Rehires

1. A rehire is an employee who has terminated permanent employment with the County, and is subsequently selected to occupy a permanent position from a civil service list. (Former employees who return to permanent County employment without being selected from a list are not rehired, but reinstated. See "Section II.G.1" below.)

2. New employees and rehires will be paid at the minimum rate in the range for their classification unless a higher rate is approved by the Central Human Resources Manager or his or her designee.

3. The anniversary date for wage increases for new employees will be the date of permanent appointment, and the date for rehires will be the most recent date of permanent appointment. However, the anniversary date for new employees and rehires will be adjusted to reflect any additional job class seniority credit, such as credit for temporary service in the classification, which they receive under the provisions of Article 21.

B. Step Increases

An employee not at the maximum of his/her pay range shall receive an anniversary step increase upon the completion of one year of service within the job class at the current step. Service within the job class is measured in accordance with Article 2.

C. Promotion

1. Definition

A promotion is an appointment to a classification with a higher top step than in the preceding classification.

2. Pay adjustments upon promotion

a. The base pay of a newly promoted employee will be at least one step higher than his or her base pay in the lower classification, unless such an increase puts him

1 or her beyond the top of the higher range. A one step increase is defined as the percentage
2 difference between the final two steps of the lower range.

3 b. If the employee's base pay in the lower range plus one step
4 increase is lower than the first step in the higher range, the employee will be paid at the first step
5 rate.

6 c. If the employee's base pay in the lower range plus one step
7 increase is higher than the top step in the higher range, the employee will be paid at the top step
8 rate.

9 d. If the employee's base pay in the lower range plus one step
10 increase falls within the higher range, the employee will be paid at the step rate which represents
11 at least a one step increase, but less than a two step increase in base pay.

12 e. The rate of pay upon promotion for lead workers who have received
13 lead pay continuously for a year or more immediately prior to the promotion will be calculated as if
14 the lead pay were part of the base rate.

15 3. **Anniversary date upon promotion**

16 The employee's anniversary date for wage increases will be the date of a
17 regular appointment to the higher classification, unless the employee receives additional seniority
18 credit, such as credit for continuous, contiguous temporary service in the higher classification.

19 4. **Failure to complete probationary period after promotion**

20 a. When a regular employee is promoted and does not complete the
21 probationary period for that classification, he or she shall be reinstated to a position in the
22 classification and department from which he or she was promoted. Reference to probationary
23 period in this section applies to any Local 88 or non Local 88 probationary period in Multnomah
24 County. Employees who do not complete promotional probationary period within the first six
25 months, in a Local 88 position and return within the probationary period to their previous position
26 shall treat such time in the higher class as seniority accrual in the lower class. Employees who do
27 not successfully complete promotional probationary period in a non-Local 88 bargaining unit
28 position shall have their time count towards their total length of continuous service within the
29 County.

30 b. The employee will be placed at the same step in the old range that
31 he or she would have been on but for the promotion.

32 c. The anniversary date for wage increases will revert to the
33 anniversary date in effect prior to the promotion.

34 D. **Demotion**

1 1. **Definition**

2 A demotion is an appointment to a classification with a lower top step than
3 in the preceding classification.

4 2. **Pay adjustments upon demotion**

5 a. Employees demoted for other than disciplinary reasons will receive
6 the rate of pay in the lower pay range that causes the least reduction in base pay. No demoted
7 employee shall receive an increase in base pay.

8 b. Employees demoted for disciplinary reasons will receive the rate of
9 pay in the lower pay range specified as a part of the disciplinary action. If no rate of pay is
10 specified, they will receive the rate provided for in "Subsection a" above.

11 3. **Anniversary dates upon demotion**

12 A demoted employee's anniversary date for wage increases will be the date
13 of demotion.

14 E. **Transfer**

15 1. **Definition**

16 A transfer, for purposes of payroll administration, is an appointment to
17 another position within the classification held, or to a position in another classification with the
18 same top step. The same rules for step placement and establishing anniversary dates apply
19 whether the transfer occurs within the bargaining unit or from outside the unit.

20 2. **Pay adjustments upon transfer**

21 a. If an employee transfers to another position in the same
22 classification, or to another classification with the same pay range and steps, there will be no
23 change in his or her rate of pay.

24 b. If an employee transfers to another classification with the same top
25 step, but with different lower steps, the employee will be paid at the step in the new range which
26 is nearest to his or her former rate without causing a reduction in pay.

27 3. **Anniversary dates upon transfer**

28 The employee's anniversary date will remain unchanged.

29 F. **Reclassification**

30 Wage adjustments and anniversary dates upon reclassification are covered in
31 "Section IV.C" below.

32 G. **Reinstatement**

33 1. **Step placement upon reinstatement**

34 a. If an employee is reinstated from a recall list, after voluntary

demotion, or after a leave of absence, the employee will be placed at the same step he or she was on when he or she left the classification.

b. A former County employee who is not on a recall list may also be reinstated at the discretion of the Human Resources Manager or designee. If reinstated to the classification most recently held, the employee will be placed at the same step he or she was on when he or she left the classification.

2. Anniversary dates upon reinstatement

The anniversary dates of reinstated employees will be adjusted so that if the time spent away from the classification exceeds 30 days in duration, none of the time away will count.

III. Temporary Work in a Higher Classification

A. Work Out of Class

1. Definition

An employee works out of class when he or she is assigned in writing by a supervisor to assume the major distinguishing duties of a position in a higher classification and/or to replace another employee in a higher classification, and to perform a majority of the principal duties of that classification.

2. Compensation for work out of class

An employee working out of class will be compensated according to the promotional policy above. (See "Section II.C") Note that if the employee's pay range and the higher range overlap, the policy provides for an increase of approximately one step; if the ranges do not overlap, the policy generally provides for an increase to the first step of the higher range.

3. Paid leave and work out of class

a. When an employee works in a higher classification during all hours worked in an FLSA work week or longer period of time, the employee will be paid the out of class rate for all hours in pay status on days in which he or she was on leave for less than half a shift.

b. An employee using leave while working out of class will be paid at his or her regular rate of pay for all hours in pay status on days in which he or she worked half or less of his or her scheduled hours.

B. Temporary Appointments

When management anticipates that an employee will be performing the principal duties of a higher classification for a period of more than 30 days, the employee may be given a temporary appointment to a position in the higher classification.

1. Appointment to a higher classification in the bargaining unit

When the appointment is to a classification within the bargaining unit, written verification of the temporary appointment will be placed in the employee's personnel file, and the following provisions will apply:

- a. The employee's rate of base pay will be set according to the promotional policy above;
- b. The higher base rate will apply to all hours the employee is in pay status; and
- c. The employee has the right to return to his or her permanent position at the end of the appointment without loss of seniority.

2. Appointment to a non-bargaining unit classification

a. When the appointment is to a non-bargaining unit classification, written verification of the temporary appointment will be provided to the employee and placed in the employee's personnel file, ~~and the employee will be notified of the appointment in writing.~~
~~The following provisions will apply:~~

a. b. The employee's salary in the temporary appointment will be set according to the Personnel Rules governing promotions to non-bargaining unit positions; ~~the employee's salary in the temporary appointment will be increased subsequently by the percentage or fixed dollar amount of any COLA negotiated by the Union and other applicable increases to the pay of to the employee's permanent bargaining unit position as long as it does not exceed the maximum of the pay range in the temporary appointment classification;~~

b. ~~The employee shall receive on the employee's anniversary date, an increase in pay equivalent to the percentage increase the employee would have received in the permanent position, provided that the increase does not exceed the maximum of the pay range in the temporary appointment classification~~

c. The following provisions will also apply to employee salary increases in the temporary appointment if the increase does not exceed the maximum of the pay range in the temporary appointment classification:

1. The employee's salary will be increased by the percentage or fixed dollar amount of any COLA given to management employees.

2. The employee shall receive a three percent (3%) increase in pay on the employee's anniversary date for their base classification to recognize the step increase the employee would have received if he or she was not in the temporary appointment.

e-d. While in the temporary appointment:

1 1. The employee is not eligible to receive overtime pay, shift
2 differential, or other forms of pay not available to permanent employees in a non-bargaining unit
3 classification;

4 d2. The employee's health and welfare benefits plan will not change;

5 e3. The employee's accrual and use of paid leave will be governed by
6 the rules applying to permanent employees in a non-bargaining unit classification;

7 f4. The employee has the right to return to his or her bargaining unit
8 position at the end of the appointment without loss of seniority and shall be placed at the same
9 base hourly rate the employee would have received but for the temporary appointment; and

10 g5. The employee will pay Union dues or such alternatives as are
11 provided by Article 5, and will continue to be represented by the Union in accordance with Article
12 3.

13 **IV. Reclassification**

14 **A. Definition**

15 A reclassification review is an analysis of an employee's duties and responsibilities
16 to determine whether he or she is in the correct classification. Individual employees or
17 management may initiate a reclassification review by completing a request form and submitting it
18 to the Central Human Resources. The Central Human Resources may also initiate studies of
19 positions or groups of positions.

20 **B. Procedure**

21 1. Copies of completed request forms will be forwarded to the Union by the
22 Central Human Resources within fifteen (15) days of receipt.

23 2. The Central Human Resources will notify the Union when it initiates a
24 study.

25 3. The Central Human Resources will render a decision to affected employees
26 with a copy to the Union within sixty (60) days of receiving a request or initiating a study.

27 4. If the employee is placed in a new classification, the wage range for that
28 classification will be established by the procedures described in "Section V.A" below.

29 5. Wage increases resulting from an upward reclassification will be effective
30 retroactively to the date of the reclassification request. However, the Human Resources
31 Manager or his or her designee may authorize retroactivity up to six (6) months prior to the date of
32 the request.

33 **~~C. Pay Adjustments Upon Reclassification~~**

34 1. ~~If the employee's rate of pay is below the minimum for the new~~

classification, his or her pay will be raised to the minimum rate.

2. If the employee's rate of pay is within the new range but does not match a step in that range, his or her wage will be raised to the closest step. If the employee's rate of pay matches a step of the new range, there will be no change in his or her hourly rate.

3. If the employee's rate of pay is above the maximum of the new range, the rate will not change but will be frozen, and the employee will not receive any increases in base pay, specifically to include general wage increases. However, when the top step of the new range has risen to exceed the frozen rate of pay, the employee will be paid at the top step rate.

4. When an employee is reclassified, his or her anniversary date for a wage ~~increase will be changed~~

D C. Resolution of Reclassification Disputes

1. The outcome of a reclassification request may be appealed under Article 18 at Step 3 of the grievance procedure within fifteen (15) days of the date on which notice of the decision from central Human Resources is received.

2. If the grievance is advanced to Step 4, the arbitrator will fashion his or her award within the following parameters:

a. The arbitrator shall be limited to deciding if the employee's principal duties fall within the classification to which his or her position is allocated by the County.

b. If the arbitrator determines that the position is improperly allocated, the arbitrator shall direct the County to allocate the position to another existing classification. If no appropriate classification exists, the arbitrator shall direct the County to establish such a classification.

c. The arbitrator shall have no authority to modify a classification or establish a new classification.

V. Pay Adjustments

1. If an employee's rate of pay is below the minimum for a new salary range, his or her pay will be raised to the minimum rate.

2. If an employee's rate of pay is within the new salary range but does not match a step in that range, his or her wage will be raised to the closest step. If the employee's rate of pay matches a step of the new range, there will be no change in his or her hourly rate.

3. If an employee's rate of pay is above the maximum of the new salary range, the rate will not change but will be frozen, and the employee will not receive any increases in base pay, specifically to include general wage increases. However, when the

top step of the new range has risen to exceed the frozen rate of pay, the employee will be paid at the top step rate.

4. When an employee is reclassified, his or her anniversary date for a wage increase will not be changed.

V VI. Establishing Wage Rates for New Classifications

A. Method of Determining Wage Rates

Wage rates for new and substantially revised classifications will be established by the Central Human Resources in the following manner:

~~1. Subject the classification to a point evaluation in accordance with the Job Evaluation Manual: Multnomah County, prepared by Ralph Andersen and Associates, May 31, 1990.~~

~~2.1. Assign a range which is reasonably related to wage ranges for comparable positions within the County but which is no more than 12.28% above or 12.28 % below the Policy Pay Line developed during the classification review of 1990 and adjusted for subsequent general increases the average mid point of wage ranges collected for comparable classifications within the agreed upon labor market or reasonable comparables~~

2. In the event sufficient market comparable data are not available, Central Human Resources may, at its discretion, use point factor evaluation or internal equity to determine a new wage range for a classification based on comparable levels of complexity found within the County's structure.

3. The Central Human Resources may, at its discretion, assign rates higher than those indicated in "Subsection 2" above if such rates are indicated by conditions in comparable labor markets for workers in comparable classifications.

4. The Central Human Resources shall notify the Union of the range and its effective date.

B. Resolution of Disputes Concerning Wage Ranges Assigned to New Classifications

1. Within ten (10) working days of receiving notice from Central Human Resources, the Union may notify the County's designee for labor relations of its desire to discuss the appropriateness of the pay range assigned.

2. If the parties are unable to reach agreement on a wage range, the matter will be resolved under Article 16 at Step 4 of the grievance procedure.

a. At Step 4 the arbitrator may either affirm that the pay range assigned by the County satisfies the requirements of "Section A" above, or specify the parameters

1 within which a range would satisfy the criteria.

2 b. The arbitrator's decision will be final and binding and will be
3 retroactive to the effective date established in the County's notice, per "Section V.A.4" above.

4 **VI VII. Market Adjustments**

5 The Central Human Resources Manager or his or her designee for classification and
6 compensation administration may notify the Union in writing that market based adjustments to the
7 rates and ranges of certain classifications are warranted. Such adjustments may be implemented
8 upon written approval of the Union.

9 **VII VIII. Permanent Arbitrator**

10 ~~Owing to~~ **Recognizing** the technical expertise required to adjudicate disputes relating to
11 classification allocations and the establishment of pay rates, the parties agree to ~~maintain William~~
12 ~~H. Dorsey as arbitrator. The Parties agree to select an alternate West Coast~~ **use an** arbitrator
13 with such technical expertise during the life of this Agreement.

ARTICLE 16
PENSIONS

I. PERS Membership

Employees shall be eligible for participation in the Oregon Public Employees' Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP) pursuant to ORS 238 and 238A subject to the terms and conditions of the Agreement, dated January 22, 1982, integrating the Multnomah County Employees' Retirement System and PERS, such Agreement having been entered into between the Public Employees' Retirement Board and Multnomah County pursuant to the provisions of ORS 238.680.

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

In accordance with the terms and limitations of ORS 238.350 one half (1/2) of the accumulated unused sick leave with pay will be applied to final average salary for the purpose of pension benefit determination.

III. PERS /OPSRP Pick-up

The County shall "pick up" the employee contribution to PERS or OPSRP as permitted by ORS 238.205(5) (a) and ORS 238.330. Should for any reason the ORS 238.205(5) (a) or ORS 238.330 "employer pick-up" no longer be legally available the County shall on the last payroll period of this Agreement increase employee wages by six percent (6%) and return to the limited "pick up" provided for prior to September 1, 1998, including but not limited to the terms of compensation for non-PERS /OPSRP members. Pursuant to ORS 238.205(6) and ORS 238A335(1) and (2) (a), the parties agree and acknowledge that employee compensation was reduced in order to generate the funds needed to make these employee contributions to the employee accounts; the employer will file any required notices with the Public Employees Retirement Board.

IV. OPSRP Employer Contribution

Pursuant to ORS 238A.340, the employer agrees to make employer contributions to the individual account program of its OPSRP members in an amount equal to 6% of salary.

V. Library Association of Portland (LAP) Retirement Plan

The County shall continue as plan sponsor for transferred Library

1 Association of Portland employees. The County shall have the sole, exclusive, and non-
2 grievable discretion to choose the administrative mechanism for dealing with the Plan.

3 **VI. Retiree Medical Insurance**

4 **A. Definitions**

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

9 **B. Right to Participate**

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

14 **C. Choice of Plan**

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

21 **D. Retiree Responsibilities**

22 The retiree shall be responsible for promptly notifying the Benefits Administrator
23 (Central Human Resources), in writing, of any changes in the retiree's current address and of
24 any changes in retiree or dependent eligibility for coverage.

25 **E. Eligibility for County Payment of One Half of Premium**

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

28 **1. Payment at 58**

29 The County shall pay one-half (1/2) of the monthly medical insurance
30 premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-eighth
31 (58th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th)
32 birthday, death, or eligibility for Medicare, whichever is earlier, if the retiree had:

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

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

2. Payment at 55 or earlier

The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-fifth (55th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the employee had:

(a) Thirty (30) years of continuous service with employers who are members of the Oregon Public Employee Retirement System and twenty (20) or more years of continuous County service immediately preceding retirement; provided, however that employees employed on or before July 1, 1992, who are eligible for PERS regular retirement with thirty (30) years of PERS service and twenty (20) years of County service shall be eligible for County payment of half the medical premium without waiting until age fifty-five (55) or

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

F. Eligibility for Medicare

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

G. Part-Time Pro-rating

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

H. Requirement to Continuously Participate

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

1 County's collection agent, or if the retiree has directed the County's collection agent to invoice
2 or electronically transfer funds (EFT) from his or her account. The Central Human Resources
3 shall inform the retiree at the time he or she signs up for continued medical insurance
4 coverage of the identity and address of the County's collection agent and shall thereafter
5 inform the retiree of any change in collection agent at least forty-five (45) days prior to the
6 effective date of such change.

7 I. **State and Federal Tax Offset**

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

ARTICLE 17
DISCIPLINARY ACTION

I. Forms of Discipline for Cause and Notice Requirements

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

II. Definition of Cause

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

III. Appeal Rights

A. Written Reprimand

Any permanent regular, non-probationary employee who is reprimanded in writing shall have the right to appeal the reprimand through Steps 1 and 2 only of the grievance procedure set out in Article 18.

B. Reduction in Pay, Demotion, Suspension, or Dismissal

Any permanent regular, non-probationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to formally grieve within fifteen (15) days of receipt of the letter imposing disciplinary action. The employee shall submit the grievance to the supervisor or manager who imposed the discipline. For example, if the discipline was imposed by a department director, the matter would be submitted directly to the department director at Step 2.

C. Other

Written documents (excluding performance evaluations) given to an employee that addresses deficient work performance/conduct and is not discipline may be appealed to the department director. Such documents will not be placed in the employee's personnel file.

IV. Manner of Accomplishing Reprimands

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.

1 **V. No Abridgement of Rights**

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

ARTICLE 18
SETTLEMENT OF DISPUTES

I. Purpose

Any grievance or dispute involving the application, meaning or interpretation of this Agreement shall be settled under the provisions of this article.

II. Filing a Grievance

A. Before filing a grievance concerning a non-disciplinary matter, the aggrieved employee and/or the Union will attempt to resolve the issue informally.

B. A grievance is filed when the grievant or his or her union representative submits a written statement of the grievance at the appropriate step of the grievance procedure. The grievant may use a grievance form provided by the Union or submit a memorandum containing the following information:

1. Name of the grievant(s)
2. The date of filing
3. Relevant facts and explanation of the grievance
4. A list of the articles of the contract allegedly violated
5. A description of remedy sought

C. In order to be timely, grievances must be filed as follows:

1. Disciplinary grievances must be filed within fifteen **(15)** days after receipt of the letter imposing disciplinary action.

2. Non-disciplinary grievances must be filed within fifteen **(15)** days of the alleged violation of the contract, or within fifteen **(15)** days of the date on which either the grievant or his or her representative became aware, or should have become aware, of its occurrence. Whether or not the grievant or the union was aware of the alleged violation, no grievance may be filed more than sixty **(60)** days from the date of its occurrence. However, the sixty **(60)** day limitation cited above is not intended to affect the pursuit of grievances regarding alleged ongoing violations of the contract.

3. Grievances regarding the calculation of seniority will be timely filed according to the provisions of Article 21, Seniority and Layoff, "Section VII.B.1"

4. For the purposes of this article, as in the rest of this Agreement, "days" means "calendar days," unless otherwise specified.

5. Submissions at each step of the grievance procedure will be considered timely if they are mailed or delivered by 11:59 p.m. of the last day. Timelines at any stage of the grievance procedure may be extended by mutual agreement between the County and the Union.

D. Grievances will be filed at Step 1 of the grievance procedure (see "Subsection 3" below) with the following exceptions:

1. The County and the Union mutually agree to filing at a higher step.

2. Disciplinary grievances will be filed with the manager or supervisor who imposed the discipline. If he or she is the department director, the grievance will be filed at Step 2.

3. The following types of grievances will be filed at Step 3:

a. Grievances regarding the calculation of seniority per Article 21, Seniority and Layoff, "Section VII.B.1".

b. Grievances regarding reclassifications per Article 15, Classifications and Pay Ranges, "Section IV.D".

c. Grievances regarding changes in existing conditions per Article 24, General Provisions, "Section IV.C";

d. Grievances regarding work rules per Article 24, General Provisions, "Section III.D".

III. The Steps of the Grievance Procedure

Step 1. The Immediate Supervisor:

Grievances submitted at Step 1 will be filed with the grievant's immediate supervisor. The grievant's supervisor, or other manager or supervisor appointed by the department, will respond in writing to the grievant or his or her Union representative within seven (7) days of receipt.

There will be a mandatory meeting either at Step 1 or at Step 2 of the grievance procedure to formally discuss the grievance. Unless an exception is agreed upon by the Union and the County, the meeting will be attended by the grievant, the manager and/or supervisor designated by the County, and the steward and/or other Union representative. If the grievance is a class grievance, a representative employee shall be deemed the grievant for the purposes of the mandatory meeting.

Step 2. The Department Director:

Grievances submitted at Step 2 and grievances unresolved at Step 1 may be presented by the grievant or his or her Union representative to the department director or his

1 or her designee. Unresolved grievances must be submitted within fifteen (15) days after the
2 response is due at Step 1. The department director will respond in writing to the grievant or his
3 or her Union representative within fifteen days of receipt.

4 **Step 3. Labor Relations:**

5 Grievances submitted at Step 3 and grievances unresolved at Step 2 may be
6 presented by the grievant or his or her Union representative to the Labor Relations Manager or
7 his or her designee. Unresolved grievances must be submitted within fifteen (15) days after
8 the response is due at Step 2. Labor Relations will respond in writing to the grievant or his or
9 her Union representative within fifteen (15) days of receipt.

10 **Step 4. Arbitration:**

11 If the grievance has not been answered or resolved at Step 3, the Union may, within
12 fifteen (15) days after the expiration of the time limit specified in Step 3, request arbitration by
13 written notice to the County.

14 ~~After the grievance has been submitted to~~ **Within fifteen (15) days of submitting an**
15 **issue for** arbitration, the Union shall request a list of the names of seven (7) arbitrators from
16 the State of Oregon ~~Mediation and Conciliation Service~~ **Employment Relations Board** The
17 Union and the County shall select an arbitrator from the list by mutual agreement. If they are
18 unable to agree on a method, the arbitrator will be chosen by the method of alternate striking
19 of names, the order of striking to be determined by lot. One day shall be allowed for the
20 striking of each name. The final name left on the list shall be the arbitrator. Nothing in this
21 section shall prohibit the Union and the County from agreeing upon a permanent arbitrator or
22 permanent list.

23 The Union and the County agree that no less than five (5) days prior to any scheduled
24 arbitration hearing, they will mutually exchange copies of all exhibits ~~and names of witnesses~~
25 intended to be offered at the hearing, except the work product of any attorney or authorized
26 representative involved

27 No less than five (5) days prior to the scheduled arbitration, the Union and the County
28 shall submit to the designated arbitrator a signed stipulation of the issue before the arbitrator.
29 In the event they are unable to stipulate the issue in dispute, each party shall, not later than
30 four (4) days prior to the scheduled arbitration, submit to the arbitrator and the other party a
31 signed statement of the issue that party asserts is in dispute.

32 The arbitrator shall be requested to begin taking evidence and testimony within twenty-
33 five (25) days after submission of the request for arbitration; and the arbitrator shall be
34 requested to issue his or her decision within thirty (30) days after the conclusion of testimony

1 and argument. The Union and the County hereby vest the arbitrator with authority to compel
2 the attendance of witnesses on behalf of either party by issuance of a subpoena, the cost of
3 which shall be borne by the party requesting the subpoena.

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

9 Expenses for the arbitration shall be borne by the losing party. Each party shall be
10 responsible for compensating its own representatives and witnesses. If either party desires a
11 verbatim recording of the proceedings, it may cause such record to be made, on the condition
12 that it pays for the record and makes copies available without charge to the other party and/or
13 the arbitrator.

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

17 **IV. Representation of Employees**

18 **A. The Union as Exclusive Representative**

19 1. The Union is the exclusive representative of bargaining unit employees
20 with respect to conditions of employment governed by this Agreement under the State of
21 Oregon Public Employees Collective Bargaining Act.

22 2. Attorneys who do not represent the Union or the County may appear at
23 grievance meetings and hearings only at the mutual consent of the Union and the County.

24 3. An employee may file a grievance through Step 3 of the grievance
25 procedure without the assistance of the Union; however, departure from the grievance
26 procedure described herein shall automatically nullify the Union's obligation to process the
27 grievance. Also, whether or not the employee seeks Union assistance, the Union must be
28 given the opportunity to be present when a settlement offer is made, and any settlement must
29 be consistent with the terms of this Agreement.

30 **B. Stewards**

31 **1. Definition and designation**

32 Employees selected by the Union as employee representatives shall be
33 known as "Stewards." The names of the stewards and the names of other union
34 representatives who may represent employees, shall be certified in writing to the County by the

Union.

2. Processing of grievances by stewards

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

b. Employees meeting with their steward to process a grievance will also be permitted to do so without loss of pay during working hours.

c. A steward may not process a grievance in any other work area than the one to which he or she is assigned by the Union unless mutually agreed by the Department and the Union.

3. Chief stewards

~~A chief steward shall be assigned in each department by the Union.~~
The number of Chief Stewards shall be one (1) per department or ten (10), whichever is greater. When there is no steward assigned to the grievant's work area, the regular steward is unavailable, or by mutual agreement between the Union and the Department, the assigned chief steward may process a grievance in accordance with "Section IV.B" above. When a chief steward is unavailable or by mutual agreement between the Union and the Department, the Union may designate a Union officer to act as chief steward.

4. Notification

The Union will designate its' Steward structure and notify the County on a quarterly basis. The Union shall immediately notify the County of the names of Steward and Chief Steward appointments upon their selection.

ARTICLE 19
MODIFICATION OF WORK PERFORMED
BY THE BARGAINING UNIT:
CONTRACTING, INTERGOVERNMENTAL AGREEMENTS,
AND USE OF VOLUNTEERS

I. Contracting

A. Limitations on Contracting

The County may contract or subcontract out work performed by employees in this bargaining unit regardless of impact on employees, including but not limited to layoff. In any instance in which such contracting or subcontracting would result in layoff, however, and the County is unable to find suitable or comparable alternative employment for the employees, this contracting or subcontracting will occur only if it was anticipated and considered as a part of the budgeting process and the Union Business Representative and/or President has been notified of the specific plan and its probable impact at least thirty (30) days prior to adoption of the annual budget, referred to as the "Adopted Budget", or formal Board consideration of budget modifications.

B. Meeting with the Union

1. Layoffs. The County agrees to meet with the Union to discuss the effect of proposed contracting out or subcontracting which would result in layoff prior to the presentation of the proposal to the Board for adoption. The County further agrees to meet with the Union, at its request, to explore the alternative of work force reduction by attrition.

2. Contract Reviews. Parties agree to meet during the term of this agreement for the purpose of reviewing work that is contracted out, such as custodial work and the feasibility of such work being performed by bargaining unit employees.

3. Contracting In.

The County and the Union also agree to ~~participate in a joint study for the purpose of developing a model which would allow the Union the opportunity to bid on work which is being considered for contracting out in accordance with a procedure that is mutually agreed upon by the County and the Union. This model will include both quantitative as well as qualitative~~ criteria for consideration and evaluation.

C. No Interference with Contract

Any contracting out of bargaining unit work under the terms of this article shall be bound exclusively by the exercise of the discretion of the Board of County Commissioners, and

1 any appropriate elected executive, subject only to the limitations of this article and laws in effect at
2 the time of execution of this Agreement. This exercise of discretion shall specifically not be bound
3 by the requirements of any Initiative Petition, or law promulgated thereto, which becomes effective
4 subsequent to the execution of this Agreement.

5 **II. Intergovernmental Agreements**

6 The County agrees to notify the Local 88 Business Agent and/or President when an
7 Intergovernmental agreement which would effect the transfer of employees to or from the County
8 is placed on the Board agenda. The County also agrees to provide the Union with a specific plan
9 and its probable impact relative to Intergovernmental Agreements involving employee transfer,
10 when such Agreements are anticipated, at least thirty (30) days prior to formal Board
11 consideration of budget modifications or the Board's adoption of the annual budget related to
12 such a transfer.

13 **III. Rights and Benefits of Employees Involved in Consolidation, Merger, and**
14 **Acquisition of Positions**

15 A. The County and the Union recognize the provisions of ORS 236.610 through
16 236.650 in the event an employee of the County is transferred to another public employer as
17 defined under ORS 236.610(2) for reason of merger, consolidation or cooperation agreement.

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

21 **IV. Volunteers**

22 The County shall have the right to use volunteers at any time for any purpose. If a
23 volunteer program is instituted which the Union reasonably believes may lead to employee
24 layoffs, the County shall at the Union request meet and confer concerning alternatives which
25 would eliminate or mitigate adverse impact on employees.

ARTICLE 20
WORKLOAD AND STANDARDS,
TRAINING, PERFORMANCE EVALUATION, AND ORGANIZATIONAL EXCELLENCE

I. Workloads and Standards

It is the County's right to establish the workload for employees. In addressing the assigned workload the employee's supervisor may establish reasonable job performance standards, and may, from time to time, revise them. Such standards shall be posted or individually stated to each affected employee, in order to assure advance comprehension and understanding of performance requirements. No employee shall be subject to disciplinary action for failure to meet standards of performance unless such employee has been fully advised of such expected performance standards, in advance of the work period in question.

When changes in functions, size, organization, mission, technology or equipment result in changes to the duties assigned to positions or the classification of positions, and employees occupying those positions do not meet the new required knowledge, skills and abilities, such changes will be brought forward by management or the union to the Employee Relations Committee (ERC). The ERC will review the matter for alternatives that meet the needs of the County with the least amount of impact on the bargaining unit members. This review does not apply to employees who would be subject to layoff based position elimination and/or budget reductions.

II. Employee Development and Training

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

B. The County may subsidize employee participation in non-mandatory training or education based on relevance to the employee's job, budgetary limitations, and managerial priorities. Each department's labor-management committee will create a subcommittee of equal representation to develop a process for distribution of training opportunities. The subcommittee will also develop guidelines for employees to use when requesting training and for supervisors to use when determining appropriate training authorization.

1. The subsidy may be made in the form of a partial or total reimbursement for

1 expenses and/or time off with pay for part or all of the time required to attend.

2 2. Employees may obtain information on how to apply for training or
3 educational subsidies from their Departmental Human Resource Office.

4 3. If approved prior to enrollment, reimbursements will be made within 30
5 days of successful completion of the training or coursework, provided the employee has
6 submitted verification as required under department policy.

7 **III. Performance Evaluation**

8 A. The County may implement and maintain performance evaluation processes
9 involving members of the bargaining unit. **It is the desired goal of the County and Local 88 for**
10 **all employees to have their work performance evaluated annually.**

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

13 C. No evaluations or employee responses will be admissible in any disciplinary or
14 arbitration hearing.

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

17 **E. County performance evaluation forms will include a section on individual**
18 **training and career development.**

19 **IV. Organizational Excellence**

20 The parties are committed to the continuation of Labor Management cooperation as
21 represented by the ERC process. ~~as well as support of the RESULTS Initiative. (RESULTS:~~
22 ~~Reaching Excellent Service Utilizing Leadership and Team Strategies.)~~ To further support this
23 process:

24 **A. Joint Training**

25 Joint training shall be provided on an annual basis to all shop stewards and
26 representative managers and supervisors on matters related to contract administration and the
27 management of problem employees and teams. The purpose of this training will be to develop
28 mutual understanding of basic processes and roles. Additionally, to support team
29 development and quality initiatives, such training will involve appropriate group process and
30 Quality components.

31 **B. Employee Participation and Teams**

32 It is understood that many of the terms of this Agreement are based on an
33 individual rights and obligation model. The parties recognize that employees are increasingly
34 involved in employee participation processes and working in teams. In such instances as

- 1 issues arise from these processes, which may involve the terms of this Agreement, the parties
- 2 will meet upon the request of either party to discuss any appropriate action. Mutually
- 3 agreeable terms of any needed exceptions and understandings shall be in conformance with
- 4 Article 26, Entire Agreement.

ARTICLE 21
SENIORITY AND LAYOFF

I. Definitions

A. Layoff:

A reduction in force in classification for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the affected department. Reductions in force include both the elimination of positions and changes in a position's status from full time to part time.

B. Continuous Service:

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

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

2. Continuous service is terminated by voluntary termination, involuntary termination due to expiration of a recall list, removal from a recall list after layoff pursuant to "Section IV.F" of this article, or discharge for cause.

C. Bumping:

The displacement of the least senior regular employee in the affected classification by another regular employee within the department with more seniority or if there is not a less senior employee in the classification in the department, then the displacement of the least senior regular employee in the classification in the County.

D. Equivalent Classification:

Refers to matching by the County HR Director or his/her designee of an abolished classification with a current classification that has substantially the same duties, authority, and responsibility.

E. 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.

F. Regular Employee:

Refers to the status a classified employee acquires after successful completion of the probationary period for the classification to which the employee was appointed.

1 **G. Regular position:**

2 Refers to a county service position budgeted for each fiscal year. Where the term
3 "permanent position" is used in this contract it refers to a regular position.

4 **H. Lateral Classification:**

5 Refers to a classification or its equivalent which has the same top step as the
6 employee's current classification.

7 **I. Affected by Layoff:**

8 Refers to an employee who was demoted, laid off, or reassigned as a result of a
9 layoff process under the provisions of this article.

10 **J. Permanent Appointment:**

11 Refers to the appointment of an employee to a regular position from a certified list
12 of eligibles.

13 **II. Seniority**

14 **A. Seniority will be determined as follows:**

- 15 1. The total length of continuous service with the County; if a tie occurs, then
16 2. Test score on the Civil Service Examination, if available, for the
17 classification; if a tie occurs or if the test scores are not available, then
18 3. It shall be broken by ~~let in a manner to be determined by Central Human~~
19 ~~Resources random selection using a computerized logarithm with a member of Central~~
20 ~~Human Resources and the Union present when the seniority is selected~~

21 **B. In computing seniority for regular employees, the following factors will be**
22 ~~taken into account:~~

- 23 1. Part-time work will count on a full-time basis.
24 2. Time on authorized leave taken with pay will count.
25 3. When an authorized leave without pay exceeds 30 days, no time spent on
26 that leave will count.
27 4. Time spent in unclassified or management service appointment status
28 will not count, except for purposes of vacation accrual.
29 5. Time spent in on-call status will not count.
30 6. Prior to permanent appointment, all continuous, contiguous service,
31 performing duties consistent with work done by members of a bargaining unit, in temporary
32 status, limited duration or work out of class shall count.
33 7. When a layoff exceeds 30 days, no time spent on layoff will count.
34 8. Time spent in a trainee capacity, e.g., in state or federal trainee programs,

will not count.

9. Time spent working for another government will count if the employee was transferred to a bargaining unit position in Multnomah County pursuant to ORS 236.610 through 236.650.

10. Seniority shall be forfeited by discharge for cause, voluntary termination, or, after layoff, by removal from all recall lists pursuant to "Section IV" of this article.

11. Current rules for calculation of seniority as contained in this article do not alter seniority determinations under prior Local 88 contracts.

III. Layoff Rules

The County will notify regular employees affected by layoff of the reason for the action and of their reassignment or layoff, according to the provisions of this section.

A. Reassignment of Regular Employees During a Layoff

Layoffs will be identified by classification within the affected department and County. Employees holding positions that perform functions to be discontinued will be subject to the following in order of seniority:

1. Reassignment to a regular position in the same classification and within the employee's current department, or if the employee does not have enough seniority, then

2. Reassignment to a regular position County wide, in the following order:

a. Reassignment to a position in the same classification; or, if the employee does not have enough seniority, then

b. Reassignment to a position in a lower or equivalent classification previously held, or if the employee does not have enough seniority, then

c. Change of status between full-time and part-time, or if the employee does not have enough seniority, then

3. Reassignment to a limited duration position, in the same order as in Article 21.III.2, above, provided the Union and the County mutually agree to the placement.

4. Layoff.

B. Voluntary layoff, bumping, or reduction in hours

1. Lower Bumping Options

An employee may voluntarily choose to take a lower bumping option provided such option is available and does not adversely affect another regular employee who would not have been impacted had the employee bumped in the order specified above, and will not result in increased costs to the County. Such election will be made in writing within three (3) working days and submitted to Central Human Resources. Where more than one option exists,

the employee shall list his or her preference(s) in rank order.

2. Reduction in Hours

Any employee in a classification affected by layoff may request to be reassigned to a vacant position with fewer assigned hours per week if such reassignment would mitigate the impact of the layoff on other employees and does not result in increased costs to the County.

3. Voluntary Layoff

Any employee in a classification affected by layoff may request voluntary layoff if such action does not result in increased costs to the County. When management identifies classifications to be laid off, management will first in order of seniority, look for volunteers to be laid off. Employees who agree to a voluntary layoff out of seniority order will have no bumping rights and such employee will be placed on a recall list in accordance with this Article.

C. Non-Regular Employees during a Layoff

1. Within an affected classification and department, temporary, non-regular probationary, and other employees who do not have classified status and who are occupying budgeted positions will be terminated before employees with classified status are affected by layoff. Employees without status who are terminated will not be placed on recall lists and do not have bumping rights.

2. An employee who has not completed a probationary period following promotion to a classified position and is affected by layoff shall be returned to the position previously held.

3. Probationary employees terminated or demoted in accordance with "Subsection 1" and "Subsection 2" above will be placed on reinstatement lists for one (1) year from the date of their termination or demotion. They may, at the County's discretion, be reinstated to their former classification if there are no regular employees who are on a recall list for that classification. Probationary employees who are reinstated will be treated as if they have been on a leave of absence for purposes of computing seniority and length of probationary period.

D. Layoff Processing for Employees on a Leave of Absence Without Pay

1. Employee notification

Employees who are on a leave of absence without pay which is scheduled to continue after the layoff effective date and whose classifications are expected by the County to be affected by an upcoming layoff process will be notified in writing and given an option to return from leave.

2. **Use of positions during the layoff process**

If no response is received by the County within five (5) days of written notification, or if the employee declines to return from leave of absence, or if the employee is unable to return from leave of absence, the position from which the employee is on leave of absence will be treated as a vacant position during the layoff process and will be available to be filled by another employee who is affected by the layoff process, according to the provisions of this article.

3. **Return from family medical leave without pay**

After a layoff process affecting the employee's classification has occurred, employees who are on Family Medical Leave without pay immediately prior to returning to work will return to the position formerly held, and the employee occupying that position will be reassigned according to seniority pursuant to this article.

4. **Return from other leave without pay**

After a layoff process affecting the employee's classification has occurred, employees not on Family Medical Leave without pay immediately prior to returning to work will be reassigned according to seniority pursuant to this article.

5. **Recalculation of seniority after leave of absence without pay**

All employees on leave of absence without pay that exceeds thirty (30) days will have their seniority recalculated upon their return from leave so that none of the time on the leave of absence without pay counts toward seniority per "Section II.B.3" of this article.

E. **The Bumping Process**

Regular status employees that are affected by layoff are reassigned using the rules listed in Article 21.III.A. In addition, the bumping process is administered with the following considerations:

1. **Budgeted Positions**

Vacancies that are created and approved by the Board of County Commissioners to be effective the day following the layoff date shall be treated as vacancies available during a layoff process.

~~1. Bumping process shall occur in the following order:~~

a 2. **Reassignment to Vacancies and Employee Preferences**

Reassignment of employees to vacant positions within the employees current department, if available, will always take precedence over their bumping another employee; where multiple vacancies are available within the employees current department, the County will take into account the employee's preferences for shift assignment, part-time or full-

time status, work location, and work assignment to the extent practical prior to reassignment of the employee to a vacancy. An employee who is offered options must indicate a preference within three (3) working days of receipt of notice of the options in order to exercise that option.

b 3. Bumping Less Senior Employees

If bumping is necessary, the least senior employee in the affected classification in the department will be bumped. If there is no employee with less seniority in the classification in the department, then assignment to a vacant position in the County in the affected classification, if no vacant position, then the least senior employee in the affected classification in the County will be bumped.

c 4. Previously Held Classifications

If there is no employee in the classification in the County with less seniority then the employee will be bumped to a classification previously held. If the employee held more than one previous classification, order shall be to the previous class held and so forth. Employee bumping rights includes right to bump into a previous classification with a higher maximum salary only if the higher salary rate of the previously held class is due to a salary adjustment for that class resulting from a classification /compensation study and the employee moved from the class as a result of a lateral transfer, promotion or reclass. If an employee bumps to a classification previously held and did not complete the probationary period in the class, employee will be required to complete probation according to the terms of Article 2, Section IX.

D 5. Change of Full-Time and Part-Time Status

Full-time employees will be reassigned only to full-time positions and part-time employees will be reassigned only to part time positions, unless reassignment to the other status is the only available option other than layoff.

6. Job Share Agreements

a. Employees who are participating in job share agreements at the time the layoff process is being administered will be treated like part-time employees for the purposes of bumping and reassignment.

b. If a part-time employee bumps into a position that has an existing job share agreement, the employee must agree to the terms of the existing job share agreement.

2 7. Shift Assignment

Shift assignment will not have an effect on the layoff process.

3 8. Failure to Accept a Reassignment

Employees who are reassigned to a position pursuant to these provisions

and do not accept that position will be deemed to have resigned.

4 9. Qualified to Perform the Duties of the Position

Employees may not be reassigned to positions under this article unless qualified to perform the duties of that position. An accurate job description, including any approved knowledge, skills, or abilities required for the position, must be on file with Central Human Resources prior to issuance of layoff notices. Employees may be denied rights otherwise available under these provisions only if they lack knowledge, skills or abilities required for the position that are not easily learned on the job within ninety days. If an employee is on paid or unpaid leave for more than fourteen (14) consecutive calendar days during the ninety day orientation period, the orientation period will be extended by the amount of the leave. Employees may be required to take and pass qualifying examinations in order to establish their rights to specific positions.

When the County determines that knowledge, skills or abilities (KSAs) in addition to minimum qualifications are required for a position, the Union may appoint a steward or officer familiar with that job classification to participate in discussions about the required KSAs and the content of any qualifying examination used as part of the bumping process. Nothing requires the County to develop an examination at the time the KSAs are approved nor prevents it from modifying an examination at a later date provided the Union is provided an opportunity to participate in discussions regarding the new or revised exam used during bumping.

5 10. Request for Leave

Employees who are reassigned or demoted pursuant to these provisions may request up to three (3) days of leave without pay prior to reporting to their new work assignment, consistent with the County's voluntary furlough program, and subject to approval of the appropriate manager.

11. Freezing of Personnel Actions

To ensure that data about vacancies and employee work assignments are reliable and that bumping options are accurate, the County HR Director may freeze all personnel transactions as determined appropriate beginning four (4) weeks prior to the date a layoff is implemented and ending the day immediately following the effective date of the layoff.

6 12. Evaluation of Layoff Activities

The County will regularly evaluate layoff and bumping activities, including giving affected employees an opportunity to provide feedback to improve layoff and bumping processes.

1 **IV. Notice and Recall List**

2 A. Employees who are subject to reassignment, demotion, or layoff pursuant to the
3 provisions of this article shall receive a notice in writing at least fifteen (15) days prior to such
4 action. The notice shall state the reason for the action and shall further state that the action does
5 not reflect discredit on the employee. The Union will be provided a copy of the notice.

6 B. Employees who are laid off, demoted, or reassigned to a lateral classification
7 and/or reassigned between full-time and part-time status will be placed on the recall lists,
8 according to seniority. Employees will be placed on all the recall lists that meet the criteria below.
9 (For example, employees who are demoted and reassigned from full-time to part-time will be
10 placed on the recall lists for full-time appointment in the current classification, for part-time
11 appointment in the higher classification, and for full-time appointment in the higher classification):

12 1. Employees who are laid off will be placed on the recall list for the
13 classification held by the employee at the beginning of the layoff process.

14 2. Employees who are demoted will be placed on the recall list for all the
15 classifications held by the employee at the beginning of the layoff process to, but not including,
16 the one the employee demoted to.

17 3. Employees who are reassigned to a lateral classification or to a
18 classification previously held will be placed on the recall list for the classification held by the
19 employee at the beginning of the layoff process.

20 4. Employees who are reassigned from full-time to part-time will be placed on
21 the list for recall to full-time assignment.

22 5. Employees who are reassigned from part-time to full-time will be placed on
23 the list for recall to part-time assignment.

24 C. Employees who are placed on a recall list pursuant to these provisions will be
25 provided with appropriate information concerning the rights after layoff, and their responsibilities.
26 Information will include, but not be limited to, information concerning the County's rules on
27 reinstatement, and will offer employees the opportunity to provide alternate contact information for
28 recall notice.

29 **D. Prior to issuing an open competitive recruitment for a vacancy, hiring**
30 **managers should review any active recall lists and determine if the vacancy should be**
31 **announced for internal applications first, in order to allow employees on recall lists in**
32 **other classifications to have the opportunity to be considered.**

33 **D E.** Employees who are reassigned to positions in the same classification, resign, or
34 elect to retire will not be placed on recall lists.

E F. Removal from Recall List

Employees will remain on a recall list for twenty-four **(24)** months from the date of placement on the list. Within that time period, employees will be removed from the recall list only under the following circumstances:

1. Upon written request of the employee; or
2. Upon their retirement; or
3. Upon acceptance of permanent recall from the list; or
4. Upon declining an offer of permanent recall; or
5. Upon the employee's failure to respond to a certified letter sent to the employee's last known address within fourteen days of mailing; or
6. Disciplinary termination for cause.

F G. Affect of Recall on Seniority

Employees who are laid off and are on recall list(s) and return to permanent County employment for any reason will be treated as if they have been on a leave of absence without pay for the purpose of computing seniority.

~~G. To ensure that data about vacancies and employee work assignments are reliable and that bumping options are accurate, the County HR Director may freeze all personnel transactions as determined appropriate beginning 4 weeks prior to the date a layoff is implemented and ending the day immediately following the effective date of the layoff.~~

V. Recall

A. Employees on a recall 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. Employees on a recall list shall be offered appointment to vacancies, in order of seniority, except when they lack knowledge, skills or abilities required for the position that are not easily learned on the job within ninety **(90)** days.

B. Employees may be required to take and pass qualifying examinations in order to establish their rights to specific positions. The hiring manager is required to state in writing what qualification(s) the employee lacks that the position requires. The employee will remain on the recall list for certification to other vacancies during his or her term of eligibility.

BC. Failure to recall an employee, except as provided above, will be deemed a dismissal of that employee for cause and will be reviewed and processed according to the provisions of Article 17, Disciplinary Action.

VI. Seniority Application

A. The above terms for determination of seniority shall apply not only to the layoff

process, but also to other situations in which seniority is applied, including total service for the purpose of vacation accrual rates.

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

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

VII. Posting Process

A. Seniority List Posting

Lists showing seniority within the County and seniority within classification shall be provided to the Union, and posted electronically, and posted on all Union bulletin boards in work units where employees do not have readily available computer access, on or about March 1 of each year or anytime an employee or employees are notified that their position(s) is being eliminated. Employees may request a copy of the seniority list from their department human resources unit at any time.

B. Seniority List Appeals Process

1. Errors on new lists Employees who have concerns about the calculation of their seniority shall notify Central Human Resources with a copy to the Union. If an employee's concerns remain unresolved, the Union may file a formal written grievance at Step 3 of the grievance procedure within thirty (30) days of his or her initial consultation with Central Human Resources. If no grievance is filed within ~~that time~~ the thirty (30) days, the seniority calculation is deemed correct and no grievances may be filed on that issue at a later date. If a Step 3 grievance is filed, and Central Human Resources denies the grievance by upholding the seniority calculation, the Union may exercise its' right to move the issue to arbitration in accordance with Article 8, Section III. If the Union chooses to not move the issue to arbitration by making such a request within fifteen (15) days of the Step 3 response, the seniority calculation will be deemed correct and no grievances may be filed on the issue again in the future. A grievance may be filed only with respect to seniority accrued since July 1, 1998.

2. Employees may only file grievances over seniority calculations that have been accrued since the effective date of the previous contract. (For example, in the 2007 – 2011 contract, employees may only file grievances over seniority that has been accrued since the July 1, 2004, which is the effective date of the 2004 – 2006 contract.)

3. Seniority dates will be frozen during the bumping/layoff process consistent with the commencement of the KSA freeze date as defined in Section III.E.9 above.

1 **4. When a seniority date is changed due to a grievance, the affected**
2 **employees and the Union shall receive written notification of the new seniority ranking**
3 **for the affected classification.**

4 **VIII. Seniority of and Bumping by Non-Bargaining Unit Employees and Other Bargaining**
5 **Units**

6 A. The only non-bargaining unit employees, confidential employees or members of
7 other bargaining units, who may bump into the bargaining unit are those who are in the Classified
8 service and who have previously been a member of the Bargaining Unit or in a classification
9 which subsequently became part of these units .

10 B. Only time served in the bargaining unit shall apply for bumping purposes.

11 **IX. Special Provisions to Save Employees From Layoff - Project Save**

12 It is recognized by the parties that employees who are to be laid off or involuntarily
13 demoted because of their seniority within a classification within a department face difficult
14 circumstances in being placed in alternative employment within the County. Any such
15 employee who is placed in a classification not previously held shall be subject to a trial service
16 period of ninety (90) days to demonstrate his or her ability to perform or fulfill the requirements
17 of the new classification. Employees who, in the opinion of the County, are unsuccessful
18 during this ninety (90) day trial service period will be removed from their new classification and
19 placed on the appropriate recall list. Such employees shall continue to be eligible for
20 placement under the provisions of this section as long as alternative employment opportunities
21 are being explored by management for affected employees.

22 **X. Effective Date**

23 ~~The provisions of this Article shall become effective on November 1, 2004. The~~
24 ~~Memorandum of Agreement (Countywide Classification Seniority Rights) signed on October~~
25 ~~8, 2003 shall remain in effect until October 31, 2004. Any layoff actions which have been~~
26 ~~initiated prior to November 1, 2004, by notice to affected employees, will be completed under~~
27 ~~the terms of the Memorandum of Agreement of October 8, 2003.~~

ARTICLE 22
SHIFT AND WORK ASSIGNMENT

I. Vacancy

A vacancy shall exist when:

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

B. Additional budgeted positions are allocated;

C. Workload requirements necessitate reallocation of duties for a period in excess of ninety (90) days, as, for example, a training assignment or assignment to another unit with a workload issue;

D. When an employee is on unpaid leave that will exceed ninety (90) days.

II. Temporary and Short Term Work Assignments

A. Ninety Days or Less (Short Term Assignments) & Employee Rotation Plans

Work assignments and employee rotation plans of ninety (90) days or less shall be solely at the discretion of management. Following such a short term assignment, the employee will be returned to his or her permanent assignment.

To further employee development or motivation, the County may rotate employees in the same classification between job assignments within a work unit or between work units, subject to the following limitations:

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

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

B. Six Months or Less (Temporary Assignments)

If the work assignment is for more than ninety (90) days, but no longer than six (6) months, it shall be deemed a temporary assignment, and shall be filled in the following manner:

1. Management will provide employees a notice of the assignment, the person to contract, and the deadline for consideration.

2. The assignment may be made on the basis of seniority, expressions of preference or by other job related criteria established by management.

3. Following such a temporary assignment, the employee will be returned to his or her permanent assignment.

III. Permanent Shift/Work Assignment

A permanent vacancy is a vacancy determined by management to be for a duration of over six (6) months. Whenever there is more than one shift or work assignment within the same job classification within a work unit, permanent vacancies shall be filled in the following manner:

A. Management will provide employees a notice of such vacancy for at least seven (7) days, the person to contact, and the deadline for consideration.

B. The vacancy shall be filled on the basis of ~~seniority in the job class~~ Job Class Seniority (as defined in Article 2.VI) for the job classification in which the vacancy exists, provided the employee is able to perform the work in question and has indicated his or her preference in writing.

C. Exceptions to seniority preference assignment may be made in the following situations:

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

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

3. In regard to both shift and work assignment, where bona fide job-related requirements for a balance of experienced and non-experienced personnel exists between shifts or work assignments in a work unit, management may temporarily delay the senior employee's shift or work assignment ~~until~~ for up to six (6) months to allow new or less senior employees obtain necessary experience.

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

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

4 **IV. Transfers**

5 Following the work assignment process within a Department, if the classification is
6 utilized elsewhere in the County, the three employees who are currently assigned to and have
7 the most seniority in the job classification, who are qualified for and interested in the specific
8 position, shall be interviewed for the vacancy, provided they have requested consideration for
9 a transfer as required under Multnomah County Personnel Rule (MCPR) 5-20.

10 Prior to issuing an open competitive recruitment for a vacancy, the hiring manager will
11 review any active recall lists and determine if the vacancy should be announced for internal
12 applications first, in order to provide employees on recall lists the opportunity to be considered.

13 **V. Trial Service Periods**

14 Upon appointment to a new permanent work assignment, including transfers, and
15 specifically including any lateral transfer to another classification, the employee will serve a
16 trial service period of one hundred and twenty (120) days to demonstrate his or her ability to
17 fulfill the requirements of the assignment. If the employee does not satisfactorily fulfill the
18 requirements of the assignment, such employee will be returned to his or her previous work
19 assignment. Such determination of satisfactory performance within the one hundred and
20 twenty (120) day trial service period will be made by management.

21 **VI. Training Positions**

22 **A. The County may fill a vacancy with a trainee for up to 12 months to**
23 **develop knowledge, skills, or abilities for existing or new employees. Training**
24 **appointments in excess of 12 months require written consent of the Union prior to the**
25 **appointment. Training positions will be governed by MC Personnel Rule 5-30-030,**
26 **Training Programs.**

27 **B. Recruitment of Trainees**

28 **Applications for training positions will be considered in the following**
29 **order:**

- 30 **1. Regular employees within a Department.**
- 31 **2. Regular employees Countywide.**
- 32 **3. Open Competitive.**

33 **C. Eligibility**

1 Employees who have completed an initial probationary period in
2 accordance with Article 2.IX are eligible for training positions. Employees are not
3 eligible if they have:

4 1. A current performance appraisal rated at less than satisfactory on
5 file.

6 2. Discipline at or above the written reprimand level within the last
7 twenty-four (24) months.

8 D. Compensation During Training Program

9 1. The wage rate for a trainee in a training program will be the
10 equivalent of one (1) step or three percent (3%) below the minimum of the pay range for
11 the budgeted position. Regular employees whose pay is at or above the minimum of
12 the pay range for the budgeted position's classification will not have their pay reduced,
13 but shall not receive a pay increase at time of appointment.

14 2. Employees in a training program shall receive a one (1) step
15 increase on the anniversary date of appointment to their training program in
16 accordance with Article 15.II.B.

17 E. Completion of Training Program

18 1. Upon successful completion of the training program and
19 attainment of minimum qualifications, the employee will be promoted non-competitively
20 as authorized by MCC 9.150 into the budgeted position's classification. The lateral
21 transfer provisions outlined in Sections III and IV above will not apply in such cases.

22 2. Upon promotion to the budgeted position, the employee's pay will
23 be governed by the promotional policy in Article 15.II.C. The trainee classification will
24 be considered the base classification for purposes of determining the employee's pay
25 rate following promotion.

26 3. Employees who are promoted after the completion of a training
27 program will be subject to a promotional probationary period in accordance with the
28 provisions in Article 2.X.

29 F. Termination of the Training Program

30 1. The Department or employee may end the training assignment at
31 any time with ten (10) day written notice to the other party and to the department from
32 which the employee came. The decision to end the training assignment is not subject
33 to the grievance procedure. The employee will be returned to his or her classification
34 and salary held immediately prior to the training position. If there is no vacancy for

1 which the employee is qualified in the classification held by the employee immediately
2 prior to the training program, the employee will be laid off in accordance with Article 21.

3 **VI VII. Work Unit and Work Assignment Determination and Specification**

4 **A. Departmental Determination**

5 Each Department, either directly at the Departmental level, or by delegation,
6 shall determine the work units and work assignment structure of its organization and may
7 change this determination from time to time to reflect changes in the organization's structure
8 and/or needs. For example, a Department which has defined its service delivery sites as work
9 units, and major functions within those sites as work unit assignments, may choose to treat the
10 entire Department as a work unit with the site locations as work assignments. Whenever
11 practicable, to ensure communication with employees and discussion of the implementation
12 process and/or of alternatives, the Department will notify the Union thirty (30) days in advance
13 of any planned change in the determination of work units.

14 When Changes in the Department structure and/or needs result in the need to
15 make changes to employees geographic work locations, shift or days, management will seek
16 qualified volunteers from the affected shift, schedule or geographic work location.
17 **Assignments will be made on the basis of seniority, unless the provisions of "Section**
18 **3" of this article apply.** If there are no qualified volunteers for the change, the qualified
19 employee with the least seniority in the job class at that location shall be moved with no less
20 than a fifteen (15) working day notice period.

21 **B. Listing of Units**

22 In order to assist the Union in enforcing the terms of the Agreement both in this
23 article as well as in others, the County will provide ~~no later than~~ on or about April 1st of each
24 year a comprehensive listing of all work units within the County by Department.

ARTICLE 23
PERSONNEL RULES AND RECORDS

I. Personnel Rules

Changes to the Personnel Rules will be submitted to the Union for review and recommendation prior to their adoption.

II. Personnel Records and Information

A. Definition

For purposes of this section, "personnel file" refers to the formal file of personnel documents maintained by the Central Human Resources and/or by the employee's department or division.

B. Access to Personnel File Materials

1. An employee or his or her representative, with the written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or his or her authorized representative will be given a copy of any materials in the employee's personnel file.

2. An employee will be given a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.

C. Removal of File Materials

1. Letters of reprimand

An employee may request and have removed from his or her personnel file any letter of reprimand which is more than two (2) years old. **Letters of reprimand which are eligible for removal under this provision but have not yet been removed will not be considered in any subsequent disciplinary action.**

Oral reprimands will not be memorialized in writing and will not be placed in the employee personnel file.

2. Letters imposing other discipline

a. Single disciplinary acts

A single letter imposing discipline more severe than a letter of reprimand which is more than five years old will be removed from an employee's personnel file upon his or her request.

b. Multiple disciplinary acts

1 If there is more than one letter imposing discipline which is more
2 severe than a letter of reprimand on file, none of the letters may be removed until the most
3 recent letter is more than five years old. At that time it and all previous disciplinary letters will
4 be removed from the employee's personnel file upon request. For the purposes of this
5 subsection "letter" includes all attachments. Disciplinary actions which are eligible for
6 removal under this provision but have not yet been removed will not be considered in
7 any subsequent disciplinary action.

ARTICLE 24
GENERAL PROVISIONS

I. No Discrimination

A. Contractually Prohibited Discrimination

1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, sexual orientation, political affiliation, gender identity, source of income or family status. It is further agreed that there will be no discrimination against a person with a disability unless bona fide job related reasons exist as provided by the Americans with Disabilities Act and rules promulgated under its terms.

2. The Union shall share equally with the County the responsibility for applying the provisions of the Agreement; provided that this responsibility shall be limited to those matters under the Union's influence or control, including but not limited to the behavior of shop stewards and the contents of Union bulletin boards.

B. Legally Prohibited Discrimination and County Complaint Procedure

The County will maintain a complaint procedure for allegations of discrimination in violation of law.

II. No Prejudicial Harassment

A. Prejudicial Acts Prohibited

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

B. Sexual Harassment Prohibited

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

III. Rules

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

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

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

5 D. Any dispute as to the reasonableness of any new rule, or any dispute involving
6 discrimination in the application of new or existing rules may be resolved through the grievance
7 procedure beginning at Step 3.

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

10 **IV. Changes in Existing Conditions**

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

- 13 1. Consistent;
14 2. Clearly acted upon; and
15 3. Readily ascertainable over a reasonable period of time as mutually
16 accepted by the parties.

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

21 C. Disputes regarding the change of existing working conditions shall be resolved
22 through the grievance procedure beginning at Step 3.

23 D. No payment of monies made in error, or not authorized by proper authority,
24 shall be considered an existing condition. Such payments shall be governed by Article 14,
25 "Section VIII".

26 E. Conditions relative to and governing working conditions of a particular nature
27 are contained in Addenda B through G to this Agreement, which are attached and by this
28 reference made a part hereof as though fully set forth herein.

29 **V. Uniforms and Protective Clothing**

30 **A. Application to Employees Generally**

31 If an employee is required to wear a uniform, protective clothing, or any type of
32 protective device, such uniform, protective clothing, or protective device or equipment shall be
33 furnished by the County; the cost of initial tailoring and repair of the uniform or protective
34 clothing, or device shall be paid by the County, in accordance with the current practice.

1 **B. Coveralls and Boots**

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

7 **VI. Loss of Personal Property**

8 **A. Procedure for Advancing Claims**

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

15 **B. Exclusion of Personal Vehicles**

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

1
2 **ARTICLE 25**

3 **SAVINGS CLAUSE AND FUNDING**

4 **I. Savings Clause**

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

12 **II. Funding**

13 The parties recognize that revenue needed to fund the wages and benefits and budget
14 related existing conditions provided by the Agreement must be approved annually by
15 established budget procedures. All such wages, benefits, and budget related conditions are,
16 therefore, contingent upon sources of revenue and annual budget certification by the Tax
17 Supervising and Conservation Committee. The County has no intention of cutting the wages,
18 benefits, or budget related existing conditions specified in this Agreement because of
19 budgetary limitations, but cannot and does not guarantee any level of employment in the
20 bargaining unit covered by this Agreement.

21 The Board of County Commissioners agrees to include in its annual budget amounts
22 sufficient to fund the wages, benefits, and budget related existing conditions provided by this
23 Agreement, but makes no guarantee as to the certification of such budget pursuant to
24 established budget procedures under Oregon law.

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

ARTICLE 26
ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by Article 4, Management Rights, unless such rights are specifically limited by the Multnomah County Code Chapter 9 or its successor and the Personnel Rules. The County and the Union for the life of the Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered 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 27
TERMINATION

This Agreement shall be effective as of the First day of July, 2004~~7~~ unless otherwise provided herein, and shall remain in full force and effect through the 30th day of June, 2006~~11~~, subject ~~only to a reopener for Article 14 Compensation. Negotiations for said reopener shall commence no later than April 1st of each year of this agreement.~~ This agreement shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than January 31, 2006~~11~~ that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

1 IN WITNESS WHEREOF, The Parties hereto have set their hands this _____ day of
2 _____, 2007

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

MULTNOMAH COUNTY, OREGON

By _____
Becky Steward, President

By _____
Ted Wheeler, Chair

By _____
Shelley Immel, Vice President

By _____
Maria Rojo de Steffey, Commissioner

By _____
Michael Hanna, Secretary

By _____
Jeff Cogen, Commissioner

By _____
Jeanne Ramsten, Treasurer

By _____
Lisa Naito, Commissioner

By _____
Lonnie Roberts, Commissioner

By _____
LaVonne Griffin-Valade, Auditor

NEGOTIATED BY:

By _____
Michael Schrunck, District Attorney

By _____
Valerie Andreas
Council Representative
AFSCME Council 75

By _____
Bernie Giusto, Sheriff

REVIEWED:
Agnes Sowle, County Attorney
For Multnomah County, Oregon

By _____
Carol L. Brown,
Senior Labor Relations Manager
Multnomah County, Oregon

By _____
Kathryn A. Short
Assistant County Attorney

ADDENDUM A
CLASSIFICATIONS INCLUDED IN THE
BARGAINING UNIT
WITH PAY RANGES

I. Listing of Classifications

Classifications included in the bargaining unit are listed by title in Table I. Bargaining Unit Classifications and Wage Ranges, July 1, 20047.

It is understood between the parties that the attached listings of bargaining unit classifications and pay ranges are a good faith effort at a comprehensive listing of all classifications and salary ranges in effect on July 1, 20047. These listings are subject to correction if errors in inclusion, exclusion or calculation are discovered.

ADDENDUM B
LEAD WORKER ASSIGNMENT AND PAY

I. Duties Defined

A Lead Worker assignment involves certain limited supervisory and administrative duties which are deemed not to warrant a separate classification. These duties include, but are not limited to: laying out the work for other employees, balancing the work, directing the work, reviewing the work and employee conduct for adherence to standards and rules, and making such reports as may be required to supervisory employees. Lead Workers typically shall spend a substantial portion of their time (50% or more) in performing the duties of the base classification. Normally, the employees directed by a Lead Worker are in the same classification, but additional classifications are sometimes involved. An employee assigned to be a Lead Worker will not impose or effectively recommend (as that term is intended in Oregon law) formal discipline, i.e. a letter of reprimand or above. Lead Workers shall not issue oral reprimands. Lead Workers shall not be present when discipline is issued. Lead Workers shall not prepare or issue performance evaluations and any involvement of Lead Workers in performance evaluation shall conform to the restrictions of Article 20, "Section III.D".

II. Assignment, Selection, Modification, and Termination

Assignment and selection of Lead Workers shall be at the sole discretion of the County. Lead worker assignments for over sixty (60) continuous days will be posted in the affected work unit for no less than five (5) work days. Employees in the work unit interested in the lead worker assignment shall submit a letter of interest to the unit manager and will be considered for the assignment.

An employee assigned as a Lead Worker for one (1) year or more shall be given ten (10) days notice prior to the termination of such an assignment. A copy of the termination notice will be simultaneously given to the Union. Significant modifications of Lead Worker duties deemed by the County to warrant a modification in the amount of compensation shall also be with ten (10) days notice, with notice to the union of such change. All lead worker assignments will be reviewed for continuation at least annually.

III. Pay

When in the judgment of the County:

1 A. A new Lead Worker assignment is necessary; or

2 B. A substantial modification of an existing Lead Worker assignment warrants a
3 change in compensation, the County Central Human Resources shall establish a lead pay
4 rate for the new or substantially modified assignment. The current pay rates for the following
5 classifications eligible for the Lead Worker premium shall be calculated by increasing the
6 base hourly pay rates by the following approved percentages.

7 C. Central Human Resources will post the list of classifications eligible to
8 receive a Lead Worker premium with the approved percentages on the County's
9 Compensation web page.

10
11 ~~Alcohol & Drug Evaluation Spec—5.0%~~

12 ~~Animal Care Technician—10.0%~~

13 ~~Animal Control Officer—5.0%~~

14 ~~Animal Health Technician—10.0%~~

15 ~~Background Investigator—5.0%~~

16 ~~Basic Skills Educator/Lead—6.8%~~

17 ~~Blacksmith—10.0%~~

18 ~~Bridge Maintenance Mechanic—6.0%~~

19 ~~Business Analyst/Senior—5.0%~~

20 ~~Carpenter—9.0%~~

21 ~~Carpenter/Locksmith—4.8%~~

22 ~~Case Management Assistant—5.0%~~

23 ~~Case Manager 1—5.0%~~

24 ~~Case Manager 2—5.0%~~

25 ~~Chemical Applicator Operator—5.0%~~

26 ~~Community Health Specialist 2—5.0%~~

27 ~~Community Works Leader—6.8%~~

28 ~~Corrections Counselor—6.8%~~

29 ~~Corrections Hearings Officer—6.0%~~

30 ~~Corrections Technician—6.8%~~

31 ~~County Attorney Office Assistant—10.0%~~

32 ~~Data Analyst—5.0%~~

33 ~~Dental Assistant/Receptionist—4.0%~~

34 ~~Disease Intervention Specialist—5.0%~~

| | |
|----|---|
| 1 | Driver—5.0% |
| 2 | Eligibility Specialist—5.0% |
| 3 | Environmental Health Specialist—5.0% |
| 4 | Equipment/Property Technician—7.5% |
| 5 | Facilities Maintenance Worker—6.0% |
| 6 | Facilities Specialist 2—9.0% |
| 7 | Facilities Specialist 3—9.0% |
| 8 | Facility Security Officer—12.0% |
| 9 | Family Intervention Specialist—5.0% |
| 10 | Finance Technician—5.0% |
| 11 | Fleet Maintenance Technician 3—10.0% |
| 12 | Health Assistant—5.0% |
| 13 | Health Educator—5.0% |
| 14 | Jail Steward—6.7% |
| 15 | Juvenile Counseling Assistant—6.8% |
| 16 | Juvenile Counselor—6.8% |
| 17 | Juvenile Records Technician—5.0% |
| 18 | Learning Systems Analyst/Senior—5.0% |
| 19 | Legal Assistant—10.0% |
| 20 | Librarian—7 % |
| 21 | Library Assistant—7.0% |
| 22 | Library Clerk—7.0% |
| 23 | Library Materials Processor—11.0% |
| 24 | Library Page—7.0% |
| 25 | Marriage and Family Counselor—6.0% |
| 26 | Mental Health Consultant—5.0% |
| 27 | Network Administrator—5.0% |
| 28 | Network Administrator, Sr. 5.0%— |
| 29 | Nutritionist—5.0% |
| 30 | Pharmacy Technician—5.0% |
| 31 | Program Development Spec—5.0% |
| 32 | Property Appraiser / Personal—5.0% |
| 33 | Property Appraiser/Real—5.0% |
| 34 | Purchasing Specialist 2—6.0% |

| | |
|----|--|
| 1 | Research/Evaluation Analyst/Senior 6.0% |
| 2 | Resident Supervisor 5.0% |
| 3 | Sewing Specialist 5.0% |
| 4 | Social Worker 5.0% |
| 5 | Support Enforcement Agent/Lead 10.0% |
| 6 | Systems Administrator, Sr 5.0% |
| 7 | Telecommunications Specialist/Senior 5.0% |
| 8 | Transportation Project Specialist 5.0% |
| 9 | Vector Control Specialist 5.0% |
| 10 | Veterans Services Officer 5.0% |

ADDENDUM C
PREMIUM PAY AND OTHER SPECIAL PROVISIONS

ALL DEPARTMENTS:

I. Commercial Drivers License (CDL)

New employees and employees who are not at the time of hire required to possess a commercial driver's license, but who are at any time thereafter required as a condition of employment in that classification (or in their regular assignment within that classification) to initially obtain a commercial driver's license, shall be subject to the following terms:

A. License Fees and Expiration

The employee shall be obligated to pay the cost of the required license and for renewals.

B. Written Examination

The employee shall be obligated to pay the cost of each written exam required to obtain the required license. However, the employee will be permitted during regularly scheduled work hours, without loss of pay, to take the first exam of each type needed to obtain the required license. The County will determine the specific date(s) and time(s) for any such exam(s) following consultation with the affected employee(s).

C. Skill (hands-on) Examination

The County will reimburse the employee for the cost of one (1) passed skill examination up to a maximum of one hundred dollars (\$100) if the employee submits proof of payment and the new license to his or her immediate supervisor for verification within ten (10) days following receipt of the license. At a date(s) and time(s) scheduled by the County, following consultation with the affected employee(s), the County or its representative will deliver to the Multnomah County, Oregon, or Clark County, Washington, site designated by the applicable state's Division of Motor Vehicles equipment necessary for the taking of the skill examination for the required license.

D. Physical Exams

If the County selects the physicians giving the physical exam required for obtaining or maintaining the required license, the County will pay for the examination. The employee shall determine whether he or she or the County will select the physician and shall inform the immediate supervisor in advance of the exam of his or her decision.

E. Drug and Alcohol Testing

Employees who are hired or transferred to a position that requires a CDL must submit to a drug or alcohol test prior to performing any safety-sensitive functions and on a random basis thereafter. Only after a negative drug or alcohol test has been received may an employee begin to perform safety-sensitive functions.

E F. Failure to Obtain or Maintain the Required License(s)

Employees who fail to obtain or maintain in a current valid status the required commercial driver's license shall be subject to disciplinary action or dismissal in accordance with applicable provisions of the collective bargaining agreement.

F G. Status of License

The employee shall make the immediate supervisor aware in writing of the expiration of a driver's license(s) required by the County, and of any event actually or potentially affecting the status of that license (e.g., traffic citation, drunken driving arrest, license suspension or revocation, failure to pass the required medical examination, or expiration of the required medical card, etc.). Such notice shall be given to the supervisor immediately upon expiration of the license or occurrence of the event.

GH. Exemptions

The Division Manager of employees in a classification in which one (1) or more employees are required to possess a commercial driver's license of a particular class may exempt one (1) or more subordinate employees from the requirement that the license be obtained. However, such exemption may be rescinded if, in the employer's judgment, the employee's acquisition and maintenance of such a license is or will be needed to meet operational needs. An employee whose exemption is rescinded shall be given a reasonable period of not less than ninety (90) days in which to obtain his or her license.

OFFICE OF THE DISTRICT ATTORNEY:

Office of the Medical Examiner

A. Deputy Medical Examiners may be assigned sixteen (16) hour or eight (8) hour shifts, or any combination thereof, and such shifts need not be consecutive. Each shift shall have one (1) thirty (30) minute meal period which shall be considered as time worked. Employees are considered on call during both meal periods and breaks, and operational requirements may result in such breaks or meal periods being interrupted or missed without additional pay or such time being made up at a later date.

B. Deputy Medical Examiners are:

1. Not eligible for shift premium.

2. Only eligible for overtime at the rate of time and one-half and only for hours worked in excess of eight (8) for an eight (8) hour schedule, in excess of sixteen (16) for a sixteen (16) hour schedule, and for over forty (40) in a work week.

C. A Deputy Medical Examiner will be paid two and one half (2 1/2) his or her regular rate of pay for all hours worked on the dates specified in Article 7, "Section I.A" midnight to midnight, which shall be deemed the observed holiday for all Deputy Medical Examiners. Any employee who is not scheduled to work on an observed holiday shall be paid eight (8) hours of pay at his/her regular rate of pay in lieu of holiday leave.

D. Deputy Medical Examiners may trade shifts with the permission of the Chief Deputy.

Department of Business and Community Services (DBCS) and

Department of County Management (DCM):

I. Transportation and Other DBCS Divisions

A. CDL Drivers

For provisions governing CDL licensure, see "Section I, All Departments," above.

B. Emergency Conditions

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

C. Clothing and Equipment

1. Tools

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

2. Coveralls and boots

All Bridge Maintenance Mechanics, Striper Operators, Maintenance Workers, Maintenance Specialist (MS) Apprentices, MS 1, MS 2, and MS Seniors, in Land Use and Transportation will be issued, for County use, two pairs of coveralls which may be exchanged for laundered pairs on a weekly basis.

The County will provide high visibility rain gear to field personnel assigned to the Transportation Division who are required to work outdoors during inclement

weather.

For the purpose of reimbursing for tar, paint, epoxy and cement damage, field personnel assigned to Land Use and Transportation Division and the Fleet Services Section shall, on an annual basis, and upon presentation of a receipt, be eligible for reimbursement up to an amount of ~~ninety five dollars (\$95)~~ **one hundred fifty dollars (\$150)** for work shoes or boots. These employees will be required to wear work shoes or boots.

D. Premium Pay

Note: Premium pay items are listed in alphabetical order:

1. Chemical Application Right-of-Way

Persons in a classification paid lower than a Chemical Applicator Operator in the Road Maintenance Section who are properly licensed by the State of Oregon Department of Agriculture for "Public Pesticide Application Right-of-Way" and who are assigned to utilize this license to apply chemical, will be paid a five percent (5%) premium for each hour worked applying the license required chemicals.

2. Enductor (Vactor) Truck

The Maintenance Specialist 1 assigned to as the designated operator of the Enductor (Vactor) Truck will receive premium pay at the rate of fifty cents (\$.50) per hour.

3. Heavy Equipment

Persons in a lower classification in the Road Maintenance Section that are assigned to operate a piece of heavy equipment normally operated by a Maintenance Specialist 2 will be paid a premium of the lesser of fifteen percent (15%) of base pay or the first step of the Maintenance Specialist 2 Classification for all hours assigned to operate the heavy equipment. This premium will not apply to any employee volunteered training time.

4. Height Time Bonus Pay

When employees in Land Use and Transportation and Facilities and Property Management work on a structure 90 feet or more above the ground, floor, roadway, roof, or water, whichever surface is closest, and where scaffolding or special safety devices are used, the wage rate for such work shall be double the straight time hourly rate. Furthermore, when Bridge maintenance personnel perform routine maintenance to the Hawthorne Bridge counterweight cables, all work done where a harness is used and workers are working from a hanging basket, the wage rate for such work shall be double the straight time hourly rate for the employees working from inside the basket.

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.

1 5. **Rock Crusher**

2 Any Maintenance Worker assigned to the Rock Crusher, including the
3 wash plant, shall receive a premium of twenty cents (20¢) per hour for hours operating the
4 Crusher.

5 6. **Scoop**

6 Maintenance Workers for hours assigned to operate small loaders
7 (rubber tire loaders less than two (2) cubic yards) will receive premium pay at the rate of fifty
8 cents (\$.50) per hour.

9 7. **Tractor Mounted Roadside Mower**

10 Maintenance Workers assigned to operate a tractor mounted roadside
11 mower will receive premium pay at the rate of fifty cents (\$.50) per hour.

12 **II. DCM Grievance Adjustment Board (GAB) Pilot**

13 **In an effort to contain costs related to disputes and improve County and Union**
14 **collaboration, the parties agree to develop a model for a Grievance Adjustment Board**
15 **(GAB) within the Department of County Management (DCM) for certain mutually agreed**
16 **to Step 2 grievances. A joint labor/management committee composed of an equal**
17 **number of representatives from labor and management shall meet to develop the**
18 **model. The committee shall include at least one representative from Labor Relations**
19 **and at least one representative who is an AFSCME staff representative. The model shall**
20 **address, at a minimum: the process for determining if a grievance may be submitted to**
21 **the Board, the composition of the Board, the training requirements for Board members,**
22 **and the County's authority and responsibility for grievance responses and for ensuring**
23 **contract compliance. If the parties are unable to reach agreement on a model GAB, the**
24 **provisions of Article 18 will remain in full force and effect.**

25
26 **DEPARTMENT OF HEALTH SERVICES:**

27 **Agreed Upon Variances**

28 1. Any employee who arrives at his or her assigned clinic and is
29 reassigned to another clinic for workload reasons may be required to work overtime on an
30 involuntary basis in order to deal with the difference in shift ending times for the position to
31 which he or she is assigned.

32 2. Any employee who works fewer than five (5) days per week may be
33 assigned a split work week, i.e., all days off need not be successive, provided that in no event
34 shall such a schedule not contain two (2) successive days off.

ADDENDUM D

EMERGENCY CONDITIONS PROVISIONS

(Department Business and of Community Services and Department of County Management)

I. Purpose

The purpose of this addendum is to set forth past practice governing wage entitlements during periods of emergency for designated employees in Animal Services, Bridge Maintenance and Operations, Road Maintenance of the Transportation Division and Fleet Section, as well as certain positions in the Material Management Section within the Fleet Records Management, Electronic Services, Distribution Services, and Store Division (FREDS). during periods of emergency.

II. Agreement

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

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

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

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

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

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

~~G. The provisions of the addendum shall be limited to the employees of the Land Use and Transportation Division and the Fleet Section~~

ADDENDUM E

AUTO REIMBURSEMENTS AND TRANSIT SUBSIDIES

I. Auto Allowance

A. Payment

Payment for mileage under this addendum shall be made on a monthly basis, provided the employee has accumulated twenty dollars (\$20) of mileage. No commuting mileage shall be paid by the County under the terms of "Section B" through "Section D" below. In no event will payment be made later than the end of the fiscal year.

B. Incidental Use

An employee who does not drive an automobile as a condition of employment shall be reimbursed at the maximum rate per mile approved by the IRS as a nontaxable expense reimbursement without documentation (which will hereinafter be referred to as "the IRS rate") for miles driven at the requirement of the County.

C. Condition of Employment Use

1. Designation

The County reserves the right under Article 4, Management Rights, to determine the method of transportation for employees during working hours and may discontinue or add the requirement for employees occupying certain positions to utilize an automobile as a condition of employment provided the employees and Union are notified in writing ten (10) days in advance of the change.

2. Payment

Upon signing of this Agreement an employee who is required to use his or her personal automobile as a condition of employment shall be paid at the IRS rate and shall also receive a base reimbursement of fifty dollars (\$50.00) per month, twenty-five dollars (\$25.00) per month for part-time employees. To qualify for this reimbursement employees must be assigned to work in the field and to use his or her personal transportation. In no event, however, shall the aforementioned base payment be made in a month in which an employee drives no miles as a condition of employment.

D. Payment Rules for Alterations in Work Site

1. Temporary reporting place

Whenever an employee is temporarily required to report to work at any location more distant from his or her home than his or her permanent place of reporting, the

employee shall be paid for the use of his or her personal transportation at the rate provided in "Section B" or "Section C" above as appropriate for additional miles traveled. This provision will not apply when there is a permanent change in reporting location as determined by management with ten (10) days written notice to the affected employees and the Union. In instances in which an employee has no permanent reporting place, the County will designate one (1) work site as a "permanent place of reporting" for purposes of mileage reimbursement.

2. Secondary reporting place

Whenever an employee reports to his or her permanent place of reporting and is required to use his or her personal transportation to report for work at another location, the employee shall be paid for the additional miles traveled to and from the secondary reporting place in accordance with "Section B" or "Section C" above as appropriate. The time involved in traveling from the permanent reporting place to and from the secondary reporting place to the permanent reporting place shall be considered time worked for pay purposes.

II. Incidental Parking

Subject to procedural regulation or supervisory direction as to time, place and circumstances of use, when employees on a non-commuter basis are required to use their automobile for driving into downtown Portland or elsewhere where parking is charged, employees shall be reimbursed for such parking charges.

III. Bus Pass

A. Statement of Purpose

For the purposes of encouraging employees to use mass transit as part of the County's ride reduction program under the Oregon Department of Environmental Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well as part of the County's commitment to limiting traffic congestion and promoting clean air, effective October, 2001, each employee shall be eligible to receive a bus pass entirely subsidized by the County for the employee's personal use.

B. Scope of Subsidy

1. The County will provide a 100% subsidy for employee bus passes.

However, the County may require that the employee pay a percentage if the County's subsidy exceeds the IRS standard for a de minimis employee benefit. It will be the employee's responsibility to obtain the necessary Photo ID from Tri-Met. Instructions for obtaining the photo ID will be available through Employee Benefits and will be included in new hire packets.

2. This program is offered only by Tri-Met. However C-Tran will honor the

1 Tri-Met all zone pass.

2 C. Procedural Requirements

3 The procedural requirements for obtaining the pass and verification that the
4 pass has been used solely by the employee shall be the same as apply to managerial
5 employees. Such requirements may change from time to time to ensure efficient and effective
6 implementation of the program.

ADDENDUM F
DEPARTMENT OF LIBRARY SERVICES

The terms of the 2004-2007 2007-2011 Agreement shall apply except as indicated below:

Article 7. Holidays

I. Observed Christmas and New Year Holidays

a. In 2004-2005

~~(1) The Central Library and the branch libraries will observe the Christmas Eve holiday on, Friday, December 24; the Christmas holiday on Saturday, December 25; and the New Year holiday on Saturday, January 1, 2005.~~

~~(2) The Administration Building will observe the Christmas Eve holiday on Thursday, December 23; the Christmas holiday on Friday, December 24; and the New Year holiday on Friday, December 31, 2004.~~

b. In 2005-2006:

~~(1) The Central Library and the branch libraries will observe the Christmas Eve holiday on Saturday, December 24; the Christmas holiday on Sunday, December 25; and the New Year holiday on Sunday, January 1, 2006.~~

~~(2) The Administration Building will observe the Christmas Eve holiday on Friday, December 23; the Christmas holiday on Monday, December 26; and the New Year holiday on Monday, January 2, 2006.~~

c. In 2006-2007:

~~(1) The Central Library and the branch libraries will observe the Christmas Eve holiday on Sunday, December 24; the Christmas holiday on Monday, December 25; and the New Year holiday on Monday, January 1, 2007.~~

~~(2) The Administration Building will observe the Christmas Eve holiday on Monday, December 25; the Christmas holiday on Tuesday, December 26; and the New Year holiday on Monday, January 1, 2007.~~

a. In 2007-2008

(1) The Central Library and the branch libraries will observe the Christmas Eve holiday on, Monday, December 24, 2007; the Christmas holiday on Tuesday, December 25, 2007; and the New Year holiday on Tuesday, January 1, 2008.

(2) The Administration Building will observe the Christmas Eve holiday on, Monday, December 24, 2007; the Christmas holiday on Tuesday, December 25, 2007; and the New Year holiday on Tuesday, January 1, 2008.

b. In 2008-2009

(1) The Central Library and the branch libraries will observe the Christmas Eve holiday on, Wednesday, December 24, 2008; the Christmas holiday on Thursday, December 25, 2008; and the New Year holiday on Thursday, January 1, 2009.

(2) The Administration Building will observe the Christmas Eve holiday on, Wednesday, December 24, 2008; the Christmas holiday on Thursday, December 25, 2008; and the New Year holiday on Thursday, January 1, 2009.

c. In 2009-2010

(1) The Central Library and the branch libraries will observe the Christmas Eve holiday on, Thursday, December 24, 2009; the Christmas holiday on Friday, December 25, 2009; and the New Year holiday on Friday, January 1, 2010.

(2) The Administration Building will observe the Christmas Eve holiday on, Thursday, December 24, 2009; the Christmas holiday on Friday, December 25, 2009; and the New Year holiday on Friday, January 1, 2010.

d. In 2010-2011

(1) The Central Library and the branch libraries will observe the Christmas Eve holiday on, Friday, December 24, 2010; the Christmas holiday on Saturday, December 25, 2010; and the New Year holiday on Saturday, January 1, 2011.

(2) The Administration Building will observe the Christmas Eve holiday on, Thursday, December 23, 2010; the Christmas holiday on Friday, December 24, 2010; and the New Year holiday on Friday, December 31, 2010.

II. ~~Other Employees excepted by this Addendum's Holiday provision~~

~~Business Services Finance employees assigned to work in the Library Administration Building will work on November 11, Veterans' Day and will be paid at the straight time rate for those hours; in addition, they will be granted a Saved Holiday. This Saved Holiday must be used no later than December 24th each year.~~

II. Other Holiday Exceptions

The terms of Article 7 shall apply except as noted above and as follows: During the week of a holiday, the County shall permit part-time employees an opportunity for modification of their work schedule in order to receive a normal pay check, including pro-rated holiday pay, without having to use vacation time or other earned leave.

1 **Article 13. Work Schedules**

2 The terms of this article shall apply except:

3 **Section III.A Work Days and Days Off**

4 The provisions of this section shall not apply. Work schedules shall be designed so that all
5 employees shall have at least two consecutive days off in each two (2) week period. Employees
6 may waive this right by written request to the supervisor with a copy provided to the Union.

7
8 **Article 14. Compensation**

9 The terms of this article shall apply except:

10 1. **Shift Differential**

11 Payment of shift differential as provided by "Section V" shall not apply. However,
12 the Library acknowledges that work hours past six (6) p.m. may require sacrifice on the part of
13 employees. The Library will pay an hourly premium of \$0.75 for all hours worked after six (6)
14 p.m. until close of business.

15
16 **Article 15. Classification and Pay Ranges**

17 The terms of this article shall apply except:

18 a. Librarian or Library Assistant performing limited supervisory duties

19 It is recognized that in those branch libraries without both a supervisor
20 and/or administrator/manager a Librarian or Library Assistant may in the absence of the
21 supervisor perform such limited supervisory tasks as approving leaves of absence and overtime,
22 coaching employees, documenting performance and/or documenting disciplinary matters,
23 handling worker's compensation incidents, coordinating the recruiting and hiring process,
24 responding to facility emergencies and serving as the contact person for administrative staff.
25 When the period of performance of such limited supervisory duties is forty (40) hours or more,
26 an employee in the Librarian classification shall be paid a five percent (5%) work out of class
27 differential; an employee in the Library Assistant classification shall be paid according to the
28 provisions of Article 15, Section III A.

29
30 **Addendum B. Short Term Lead Worker Assignment and Pay**

31 The terms of this addendum shall apply except:

32 It is recognized that the Library may have need for Lead Worker (PIC) assignments
33 less than sixty (60) consecutive days which are deemed not to warrant a separate
34 classification or work out of class pay. An employee in the Librarian or Librarian Assistant

1 classifications shall be paid a five percent (5%) lead work differential for two (2) or more
2 consecutive hours worked as a short term lead worker.

3 **Article 27. Termination**

4 ~~The terms of this article shall apply except:~~

5 ~~The effective date of Addendum F shall be September 1, 2004.~~

ADDENDUM G
DEPARTMENT OF
COMMUNITY JUSTICE SERVICES

I. Scheduling

A. Any ~~other~~ employee of the Department of Community Justice Services, upon request and approval of their supervisors, shall establish a work schedule that is approved by their supervisors and that is responsive to the demands of their job. Such schedule shall be limited to a **forty (40)** hour work week.

If the work week is within the **forty (40)** hour cap, all hours worked shall be at the flat rate, on an hour for hour basis, regardless of the starting time, day worked, or length of the work day. Split work weeks, varied starting and ending time for shifts, and split shifts shall be permitted.

B. Variations of the established work schedule shall be approved by the supervisor.

C. Employees receiving "after hours work calls" may respond. If responding to after hours calls, employees will "adjust" their work schedule, hour for hour, within the forty hour work week with the approval of their supervisors.

II. Shift Bidding for 24-hour, Seven-Day Operations

A. Annual Bidding

Annual shift bidding shall take place in November of every year and the new schedule shall be implemented in the following January. All shifts will be open to bidding and posted as forty (40) hour shifts. The order of bidding shall be based on seniority within the job classification. If two employees are approved by management to job share, they may choose which of their respective positions they wish to split. The resulting vacant position shall then be available to be bid on by other employees.

B. Vacancies Following Annual Shift Bid

Any vacancy within the unit of more than ninety (90) days that occurs subsequent to the annual shift bid shall be posted in the unit. The vacant position shall be filled by the most senior employee of those who express interest. The position vacated by that employee will then be posted within the unit and the process will be repeated. This process will be repeated one more time for a total of three (3) postings.

1 The remaining vacant position will be filled by a lateral transfer or new hire for the
2 remainder of the bid year.

3 III. Vacation Requests for 24-hour, Seven-day Operations

4 For work units that operate on a 24-hour, seven-day schedule, vacation requests
5 for the upcoming calendar year may be submitted at the time of the November shift bid.
6 Management shall grant or deny these initial requests by December 31 of the current
7 year. If two or more vacation requests are submitted for the same days and times, the
8 employee with the most seniority shall be granted the request. Each employee will be
9 allowed to exercise the right of seniority for one of their vacation bid requests in a
10 calendar year. Pending supervisor approval, the remaining requests may be granted if
11 coverage can be found.

12 All subsequent requests shall be considered on a "first come, first served"
13 basis; if two or more vacation requests are submitted for the same days and times,
14 preference will be given to the request that was submitted first, as verified by a date
15 stamp. If two (2) or more requests are submitted at the same date and time, the more
16 senior employee's vacation request will be granted. Each employee will be allowed to
17 exercise the right of seniority for one of their "first come, first served" vacation
18 requests in a calendar year. Employees shall submit requests as early as possible, and
19 no later than two (2) weeks before the first day of the requested leave. Both parties
20 agree that minimal staffing of all shifts must be maintained.

21 IIIIV. Holidays

22 Because of the complexity of scheduling, and the participatory scheduling process
23 involved for certain employees of the Department of Community Justice Services, any
24 employee who is offered a holiday off on an observed holiday but chooses to self schedule
25 himself on that day shall be granted a personal holiday in lieu of any other holiday observance
26 or pay. This personal holiday shall be used within the fiscal year but in no event more than four
27 months from the date of the holiday.

28 IV. Mixed Shifts

29 Day Reporting Center/Londer Learning Center-: When employees at the Day
30 Reporting Center/Londer Learning Center are regularly scheduled, in accordance with the
31 provisions of Article 13, to work a combination of day and swing shifts which does not contain
32 four like shifts within the work week, they will not receive relief shift differential for all shifts
33 worked. They will receive swing shift differential for each swing shift worked

34 VI. Maintenance Crew Community Works Leader

1 Employees assigned as ~~Maintenance Crew~~ Community Works Leaders shall receive
2 boot/clothing allowance as follows:

3 a. Work boots will be reimbursed up to \$100.00 annually. The boot must meet
4 Forest Service standards. Employees may have their old boots resoled instead of buying a
5 new pair. The same maximum reimbursement standard applies. Staff who choose to not
6 purchase their own work boots may use client boots from the Department of Community
7 Justice Forest Projects.

8 b. Daypacks will be reimbursed up to \$50.00 annually. The pack must be
9 capable of carrying the necessary safety items for daily work crews field trips. Staff who
10 choose not to purchase their daypacks may use one of the Department of Community
11 Justice's Forest Project daypacks.

12 c. Rain gear will be reimbursed at a maximum of \$200.00 every two years. Staff
13 who choose to not purchase their own rain gear may use County issued rain gear from the
14 Department of Community Justice Forest Project.

15 d. In order to qualify for reimbursement, employees must average 30% time in
16 the field with crews. Reimbursed equipment shall be considered property of the County.
17 Employees leaving County employment may purchase their boots at a pro-rated cost.

ADDENDUM H
DRUG AND ALCOHOL POLICY

I. Drug Free Workplace Act

Multnomah County, in keeping with the provisions of the federal Drug Free Workplace Act of 1988, is committed to establishing and maintaining a work place, which is free of alcohol and drugs and free of the effects of prohibited alcohol and drug use.

II. Holders of Commercial Drivers Licenses

While references to rules governing holders of Commercial Drivers Licenses (CDLs) are included below, they are not comprehensive. CDL holders are responsible for complying with all laws, work rules, or County procedures pertaining to them, in addition to the requirements of this addendum.

III. Alcohol and Drug Policy Work Rules and Discipline

A. Conduct Warranting Discipline

1. While on duty, or on County premises, or operating County vehicles employees shall obey the work rules listed in "Section B" below. As with all work rules, violations may result in discipline per the provisions of Article 17, Disciplinary Action.

2. Employees will not be subject to discipline for seeking treatment for alcohol or drug dependency. However, employees will be held fully accountable for their behavior. Seeking treatment will not mitigate discipline for rule violations or other unacceptable conduct caused by such dependency.

B. Work Rules

1. **Possession, consumption, and distribution of alcohol and drugs while on duty**

Employees shall:

a. Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell alcohol or alcohol containers in or to the work place except when lawfully required as part of the job. An exception will be sealed alcohol containers for gift purposes; supervisors must be notified when such containers are brought to the work place. The "work place" includes vehicles parked on County property.

b. Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the work place except when lawfully required as part of the job.

1 c. Not distribute, dispense or sell prescription medications except
2 when lawfully required as part of the job.

3 d. Not possess or consume prescription medications without a valid
4 prescription.

5 2. **Possession, consumption, and distribution of alcohol and drugs**
6 **while off duty on County premises**

7 Employees shall:

8 a. Not use, possess, or distribute illegal drugs.

9 b. Not use or distribute alcohol without authorization.

10 3. **Fitness for duty**

11 Employees shall:

12 a. Not report for duty while "under the influence" of alcohol or
13 drugs. An individual is considered to be "under the influence" of alcohol if a breathalyzer test
14 indicates the presence of alcohol at or above the .04% level. An individual is considered to be
15 "under the influence" of drugs when testing indicates the presence of controlled substances at
16 or above the levels applying to CDL holders.

17 b. Not render themselves unfit to fully perform work duties because
18 of the use of alcohol or illegal drugs, or because of the abuse of prescription or non-
19 prescription medications.

20 c. Comply with legally mandated occupational requirements,
21 whether or not they are specifically included in this policy. For example, by law holders of
22 ~~Commercial Drivers Licenses~~ CDL's may not perform safety sensitive functions, such as
23 driving, at or above the .02% level.

24 d. Not be absent from work because of the use of alcohol or illegal
25 drugs, or because of the abuse of prescription or non-prescription medications, except when
26 absent to participate in a bona fide assessment and rehabilitation program while on FMLA
27 **and/or OFLA** leave.

28 e. Inform themselves of the effects of any prescription or non-
29 prescription medications by obtaining information from health care providers, pharmacists,
30 medication packages and brochures, or other authoritative sources in advance of performing
31 work duties.

32 f. Notify their supervisors in advance when their use of prescription
33 or non-prescription medications may impair the employee's ability to perform the essential
34 functions of their position that will result in a direct threat to others. Such employees include,

but are not limited to, sworn officers, holders of a ~~Commercial Driver's License~~ **CDL**, and those handling hazardous equipment or materials. Employees who drive a motor vehicle as part of their job, whether a County vehicle or their personal vehicle, should report when they are taking any medication that may impair their ability to drive.

4. Cooperation with Policy Administration

Employees shall:

a. Not interfere with the administration of this Drug and Alcohol Policy. Examples include, but are not limited to, the following: tainting, tampering, or substitution of urine samples; falsifying information regarding the use of prescribed medications or controlled substances; or failure to cooperate with any tests outlined in this policy to determine the presence of drugs or alcohol.

b. Provide to Human Resources within twenty four (24) hours of request a current valid prescription in the employee's name for any drug or medication which the employee alleges gave rise to reasonable suspicion of being under the influence of alcohol or drugs.

c. Respond fully and accurately to inquiries from the County's Medical Review Officer (MRO); authorize MRO contact with treating health care providers upon request.

d. Complete any assessments or treatment programs required under this Policy.

e. Sign a waiver upon request authorizing treatment providers to disclose confidential information necessary to verify successful completion of any assessment or treatment program required under this Policy.

f. Disclose promptly (upon the next working day) and fully to his/her supervisor:

i. All drug or alcohol-related arrests, citations, convictions, guilty pleas, no contest pleas or diversions which resulted from conduct which occurred while he or she was on duty, on County property, or in a County vehicle; or

ii. Any other violation of laws regulating use of alcohol and controlled substances which adversely affects an employee's ability to perform major job functions, specifically to include loss or limitation of driving privileges when the employee's job is identified as requiring a valid license.

C. Levels of Discipline

1. The level of discipline imposed on non-probationary employees for

1 violation of the Alcohol and Drug Policy Work Rules above or other violations resulting from the
2 use of alcohol or drugs will be according to the provisions of Article 17, Disciplinary Action.

3 2. Employees will be held fully accountable for their behavior. Use of
4 alcohol or drugs, or alcohol or drug dependency, will not mitigate the discipline imposed for
5 rule violations, misconduct, or poor performance except as specifically provided in the section
6 on last chance agreements below.

7 3. The Parties acknowledge that, all other things being equal, certain
8 duties imply a higher standard of accountability for compliance with the requirements of this
9 policy than others. These duties include, but are not limited to, the following:

- 10 a. carrying firearms
- 11 b. work in the criminal justice system
- 12 c. responsibility for public safety or the safety of co-workers
- 13 d. handling narcotics or other controlled substances
- 14 e. handling hazardous equipment or materials
- 15 f. influencing the behavior of minors
- 16 g. holding a Commercial Drivers License

17 4. In instances in which the County determines that an employee's conduct
18 warrants termination, ~~and the employee is diagnosed as having a chemical dependency by a~~
19 ~~Substance Abuse Professional (SAP) as provided for in "Section D" below,~~ the County may
20 offer the employee continued employment under the terms of a last chance agreement **if there**
21 **are mitigating circumstances, such as a substance abuse dependency or other good**
22 **cause.** An example of which a Last Chance Agreement is included as an attachment to this
23 Addendum.

24 a. Any Last Chance Agreement will include but not be limited to, the
25 following:

26 i. the requirement that the employee enroll, participate in,
27 and successfully complete a treatment program as recommended by the Substance Abuse
28 Professional;

29 ii. the right for the County to administer any number of
30 unannounced follow up drug or alcohol tests at any time during the work day for a period of
31 two (2) years from completion of any required treatment or education program;

32 iii. the signatures of the employee's supervisor, the
33 employee, and the employee's Union representative.

34 b. The offer of a Last Chance Agreement will not set precedent for

the discipline of other employees in the future. Any discipline incorporated in a Last Chance Agreement may not be grieved under the provisions of Article 18, Grievance Procedure.

D. Mandatory Assessment and Treatment

1. Employees who are disciplined for conduct which is related to the use of alcohol or drugs may be required to undergo assessment and to complete a program of education and/or treatment prescribed by a Substance Abuse Professional selected by the County. Employees who test positive for alcohol or controlled substances will be required to undergo assessment at the earliest opportunity, regardless of whether disciplinary action has been taken.

2. The County will verify employees' attendance, and that the assessment and treatment have been completed. This verification and any other information concerning alcohol and drug dependency will be treated as confidential medical information per applicable state and federal law and County Administrative Procedures.

3. Policy on the use of leave for assessment and treatment will be the same as for any other illness.

E. Return to Work Testing

Employees who test positive for being "under the influence" of drugs may will be required to test negative before returning to work. (Note that Federal law requires CDL holders performing safety sensitive functions to undergo return to work testing after a positive alcohol or drug test.)

IV. Testing

A. Basis for Testing

1. All employees may be tested:

- a. based on reasonable suspicion of being "under the influence" of alcohol or prohibited drugs;
- b. before returning to work after testing positive for being "under the influence" of alcohol or drugs;
- c. as part of a program of unannounced follow-up testing provided for in a Last Chance Agreement.

2. An employee applying for a different County position will be subject to testing on the same basis, and using the same procedures and methods, as outside applicants.

3. Consistent with Federal law, employees in safety sensitive positions, including but not limited to, holders of Commercial Drivers Licenses (CDLs) and

Bridge Operators, shall be subject to the testing requirements of federal law, in addition to the requirements herein which apply to all employees. For example, unlike other employees, GDL holders **employees in safety sensitive positions** will be subject to legally required random testing and testing following certain kinds of accidents.

B. Establishing Reasonable Suspicion

1. Definition

a. "Reasonable suspicion" is a set of objective and specific observations or facts which lead a supervisor to suspect that an employee is under the influence of drugs, controlled substances, or alcohol. Examples include, but are not limited to: slurred speech, alcohol on the breath, loss of balance or coordination, dilated or constricted pupils, apparent hallucinations, high absenteeism or a persistent pattern of unexplained absenteeism, erratic work performance, persistent poor judgment, difficulty concentrating, theft from office or from other persons, unexplained absences during office hours, or employee's admission of use of prohibited substances.

2. Supervisory training

The County will provide training to all supervisors on establishing reasonable suspicion and the nature of alcohol and drug dependency. Supervisors who have not been trained will not have the authority to direct employees to be tested on the basis of reasonable suspicion of being under the influence.

~~4.b.~~ 3. Lead Workers

Lead workers who oversee day-to-day work activities are "supervisors" for the purposes of establishing reasonable suspicion and directing employees to be tested on that basis. This provision applies to lead workers who supervise or act as lead workers as part of their job description, (such as Corrections Records Supervisors and Maintenance Crew Leaders), as well as to those who receive premium pay under Addendum B, Lead Worker Assignment and Pay.

3 4. Additional precautions

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

a. The supervisor shall articulate orally a summary of the specific facts which form the basis for believing that the employee is under the influence of drugs or alcohol; and

b. The supervisor shall provide upon request within forty eight (48) hours of the oral determination of "reasonable suspicion" a written specification of the grounds

1 for reasonable suspicion; and

2 c. Except in field or shift circumstances which render contact
3 difficult, no supervisor shall refer an employee for a drug or alcohol test based on "reasonable
4 suspicion" unless the supervisor has consulted with another supervisor or managerial person
5 regarding the grounds for the suspicion.

6 C. **Testing Methodology**

7 1. Testing procedures for all employees will be governed by the same
8 standards as apply to CDL drivers under federal law. These standards include, but are not
9 limited to, those governing sample acquisition, the chain of custody, laboratory selection,
10 testing methods and procedures, and verification of test results.

11 2. In accordance with CDL standards, the County will contract with a
12 medical doctor trained in toxicology to act as an MRO (Medical Review Officer). He or she will
13 **attempt to contact employees to** review preliminary positive test results with employees and
14 any relevant health care providers before the results are reported to the County. Based on his
15 or her professional judgment, he or she may change the preliminary test result to negative.
16 The County will not be able to distinguish a test result that is negative by MRO intervention
17 from any other negative result.

18 3. In addition to compliance with federal guidelines, the following
19 safeguards will also be applied:

20 a. Test results will be issued by the MRO or the testing laboratory
21 only to the ~~investigatory or supervisory personnel designated by the County~~ **County's Drug**
22 **and Alcohol Policy Coordinator**. The results will be sent by certified mail or hand-delivered
23 to the employee within three (3) working days of receipt of results by the County.

24 b. **Appeals**. If an employee disagrees with the results of the
25 alcohol or drug test, the employee may request, in writing, within five (5) days of receipt of test
26 results, that the **original** sample be re-tested at the employee's expense by the testing
27 laboratory. The result of any such retest will be deemed final and binding and not subject to
28 any further test. Failure to make a timely written request for a retest shall be deemed
29 acceptance of the test results. If an employee requests a retest, any disciplinary action shall
30 be stayed pending the results of the re-testing.

31 c. Test reports are medical records, and will be handled according
32 to applicable state and federal law and County Administrative Procedures which insure the
33 confidentiality of such records.

34 V. **Definitions**

1 **A. Alcohol:**

2 Ethyl alcohol and all beverages or liquids containing ethyl alcohol. Levels of
3 alcohol present in the body will be measured using a breathalyzer test.

4 **B. Controlled Substance:**

5 All forms of narcotics, depressants, stimulants, analgesics, hallucinogens, and
6 cannabis, as classified in Schedules I-V under the Federal Controlled Substances Act (21 USC
7 § 811-812) as modified under ORS 475.035, whose sale, purchase, transfer, use, or
8 possession is prohibited or restricted by law.

9 **C. County:**

10 Multnomah County, Oregon.

11 **D. Drug Paraphernalia:**

12 Drug paraphernalia means any and all equipment, products, and materials of
13 any kind, as more particularly defined in ORS 475.525(2), which are or can be used in
14 connection with the production, delivery, or use of a controlled substance as that term is
15 defined by ORS 475.005.

16 **E. Drug Test:**

17 A laboratory analysis of a urine sample to determine the presence of certain
18 prohibited drugs or their metabolites in the body.

19 **F. Drugs:**

20 Controlled substances, designer drugs (drug substances not approved for
21 medical or other use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug
22 Administration), and/or over-the-counter preparations available without a prescription from a
23 medical doctor that are capable of impairing an employee's mental or physical ability to safely,
24 efficiently, and accurately perform work duties.

25 **G. Medical Review Officer (MRO):**

26 A medical doctor trained in toxicology who contracts with employers primarily to
27 review positive preliminary drug test results with employees. The MRO determines whether or
28 not the results are likely to have been caused by factors other than drug abuse.

29 **H. On Duty:**

30 The period of time during which an employee is engaged in activities which are
31 compensable as work performed on behalf of the County, or the period of time before or after
32 work when an employee is wearing a uniform, badge, or other insignia provided by the County,
33 or operating a vehicle or equipment which identifies Multnomah County.

34 **I. Prescription Medication:**

1 A medication for which an employee is required by law to have a valid, current
2 prescription.

3 J. **Reasonable Suspicion of Being Under the Influence of Drugs or Alcohol:**

4
5 See "Section IV. B. 1. a" above.

6 K. **Substance Abuse Professional (SAP):**

7 A licensed physician, or licensed or certified psychologist, social worker,
8 employee assistance professional, or addiction counselor with knowledge of and clinical
9 experience in the diagnosis and treatment of alcohol and controlled substance-related
10 disorders.

11 L. **Under the Influence of Alcohol:**

12 See "Section III. B. 3" above.

13 M. **Under the Influence of Drugs:**

14 See "Section II. B. 2" above.

15 **VI. Sample Last Chance Agreement**

16
17 **LAST CHANCE AGREEMENT**

18
19 The following agreement is entered into between ~~The Employer~~ **Multnomah County** and the
20 Employee. Failure on the part of the employee to meet the expectations below will result in the
21 termination of his or her employment **with the County**.

22
23 1. I agree to be evaluated by a qualified alcohol/substance abuse counselor, and if
24 required, I shall immediately enroll and continue in a bona fide alcohol/drug inpatient or
25 outpatient rehabilitation program approved by the ~~Employer~~ **County**. I fully understand that
26 should I fail to complete either the inpatient or outpatient program, my employment with
27 ~~Employer~~ **the County** will be terminated.

28
29 2. I agree to comply with and complete the conditions of my "Aftercare Plan" as
30 recommended by my treatment counselor. If I must be absent from my aftercare session, I
31 must notify the ~~Employer~~ **County**. The ~~Employer~~ **County** has my permission to verify my
32 attendance at required meetings. If I do not continue in the aftercare program, I understand
33 that my employment will be terminated.

3. I understand that the signing of this agreement shall allow the Employer County the right to communicate with my physician and/or counselors regarding my status and progress of rehabilitation and aftercare. I further agree to sign any authorization or release of information necessary to allow for such communication.

4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing (urinalysis or and breath test) by the Employer County for a period of 24 months from the date I return to work. (This time period will increase accordingly if I am absent from work, for any reason, for a cumulative period of one month or more.) I understand that if I refuse to take a drug and/or alcohol test or if the a test is positive, my employment will be terminated.

5. I agree to return to work upon successful completion of the an alcohol/drug rehabilitation program if my substance abuse counselor requires inpatient treatment.

6. It is understood that this agreement constitutes a final warning.

7. I understand the Employee Assistance Program is available to me should personal problems arise in the future that may have an effect on my ability to remain in compliance with the ~~D~~drug and ~~A~~alcohol ~~P~~policy and/or this agreement.

8. I realize that violation of the ~~D~~drug and ~~A~~alcohol ~~R~~rules and/or policies at any time in the future is cause for termination.

9. I realize that my employment will be terminated if I fail to meet the expectations outlined in this Agreement and the letter attached.

Disciplinary Action

I understand that the disciplinary action imposed in the attached letter may not be grieved under the grievance procedure in the Local 88 contract.

Personal Commitment

I pledge and agree to abide by the terms of this agreement. I understand that a violation of or noncompliance with any of these terms will result in my being terminated. Further, I pledge to remain free of all illegal drugs and also not to abuse legal drugs (including alcohol). I hereby consent to the County's contacting any treatment or health care provider who may have

1 information on my alcohol or drug dependency condition and/or compliance with the terms of
2 this agreement and authorize the provider to furnish such information to the County.

3
4 I understand the terms and conditions of this letter. I also understand that, except as expressly
5 stated in this agreement, my terms and conditions of employment will be determined by the
6 County's policies and rules, and that this agreement does not guarantee me employment for
7 any set period of time. I have had sufficient time to study it away from the work place and to
8 consult anyone I desire about it. I sign it free of any duress or coercion. This letter will
9 become part of my personnel file.

10
11 _____
12 (Employee) (Date) (Managerial Employee With (Date)
13 Disciplinary Authority)**

14 _____
15 (Labor Representative) (Date) (Employee's Immediate Supervisor***) (Date)

16
17 _____
18 (Multnomah County (Date)
19 Labor Relations, if applicable*)

20
21 Footnotes:

22 * Necessary only if terms of the Labor Agreement are waived or excepted.

23 ** Always necessary.

24 *** Optional in cases in which immediate supervisor does not have termination authority.

ADDENDUM I
OFFICE OF THE SHERIFF (MCSO)

I. Sign-Up

A. Vacation

The method of vacation selection shall be in accordance with the provisions of Article 8 ~~and the MCSO Memorandum issued pursuant to this article dated December 7, 1998~~ employees shall choose their vacation dates in order of Job Classification Seniority. Vacation selection shall either be made at the time of the annual shift bid or at a later date in a timely manner. Each unit manager shall provide a written policy for determining how many employees may be scheduled for vacation on any given day or shift and notify staff before the vacation sign-up begins.

At their discretion, managers may make necessary modifications during the year to accommodate the needs of their individual units when circumstances beyond their control occur, such as budget cuts, layoffs or unexpected vacancies. Management will grant additional leave requests after the vacation sign-up is completed on a first come, first serve basis within their established written guidelines.

B. Shift and Vacancy

1. Programs Unit

Filling a vacancy that occurs as a result of a change in work assignment within the work unit, a change in shift, or as a result of a vacancy (as defined by Article 22, I, A through D.) shall be based on job class seniority. Work Assignment is defined as work site location which is a MCSO facility (MCDC, ~~MWRC~~, ~~MGCF~~, MCIJ, WAPATO). Work Unit is defined as the Programs Unit within the Business Services Division in MCSO. Shift is defined by both the hours and the days worked either on or off (i.e. "C" shift Tuesday- Saturday or "C" shift Sunday/Monday off).

There shall be an annual sign-up for work location, shift and days off by job class seniority as defined by Article 2.XII, for all MCSO Corrections Counselors and separately for all MCSO Corrections Technicians for placement to occur at the beginning of the calendar year. If a vacancy occurs (as defined by Article 22 Section 1) or a need arises to change shifts, days off or work location other than at the beginning of the calendar year, then the provisions of Article 22 Section VI (A) apply so that management will seek qualified volunteers

based on job class seniority. If there are no volunteers, the least senior qualified employee changes work location, shift or days off. Or if a 90-day or less vacancy occurs, Article 22, Section II (A) applies so that management can make a short term assignment (as defined in that article) at their discretion. All other provisions of Article 22 shall apply.

2. All 24/7 Units

a. All twenty-four (24), seven (7) day a week units in the Sheriff's Office will bid annually for shifts and days off in the following manner unless otherwise indicated:

(1) Annual shift bids and days off shall be posted two (2) weeks before the sign-up begins at each work location along with an updated list of staff members by their job classification seniority.

(2) The annual shift bid will begin no later than December 1st of every year. If the annual shift bid cannot begin by December 1st, the manager of that unit will notify the union in writing by November 30th.

(3) Each employee will have no more than two (2) complete shifts to make their selection of shift and days off. However, the bid shall be given to the next member as soon as possible after signing up to expedite the process. If a member is on his/her days off, the bid will stop and wait for their return.

(4) Employees who will be gone on a leave of absence, other leave or vacation of three (3) or more days will submit in writing to their manager three (3) choices for shift and days off, numbering them by one (1) being their first choice, two (2) being their second choice and three (3) being their third choice for available shifts and vacation days. Members shall be allowed to call or authorize their manager to call them at home to sign-up if they are gone for more than three (3) days during the shift bid process.

(5) New shifts will be implemented no later than the following February 1st annually.

(6) Employees in the Auxiliary Services unit will additionally be afforded an opportunity to express a preference for work assignment and or location; provided however, that final determination in these matters is management's discretion.

2. Auxiliary services unit

~~The provisions of Article 22 shall apply except as follows:~~

~~a. There shall be an annual sign-up for shift and days off by job~~

1 ~~class seniority as defined by Article 2. The criteria for selection of employees shall be as~~
2 ~~specified for shift vacancies in Article 22. Employees will additionally be afforded an~~
3 ~~opportunity to express a preference for work assignment and/or location; provided, however,~~
4 ~~that final determination in these matters is management's.~~

5 ~~_____ b. _____ Vacancies which occur subsequent to the annual sign-up shall~~
6 ~~be filled by bid in accordance with the provisions of Article 22.~~

7 ~~_____ 3. Facility security unit~~

8 ~~_____ The Facility Security Unit shall utilize the same procedure for shift and~~
9 ~~vacancy bidding as detailed above for Auxiliary Services.~~

10 ~~_____ 4. Records unit~~

11 ~~_____ The Records Unit shall utilize the same provision as Auxiliary Services,~~
12 ~~provided that work assignment and location is deemed an exclusive management prerogative,~~
13 ~~shall not be part of the annual bidding process.~~

14 ~~5. Other units~~

15 ~~_____ Other units shall conform with the requirements of Article 22 unless a~~
16 ~~formal exception is executed in accordance with the requirements of Article 26.~~

17 ~~II. Shift Trades (Time Exchanges)~~

18 ~~Shift trades shall be allowable subject to the terms and conditions of Special Order 99-~~
19 ~~17 dated June 1, 1999.~~

20 ~~III. Uniforms~~

21 ~~Records Unit employees required to wear uniforms shall receive upon hire into the unit~~
22 ~~a uniform allowance of ~~two~~ one hundred dollars (\$200) (\$100) and thereafter all requests for~~
23 ~~additional uniforms shall be approved by MCSO Records Unit Manager prior to ordering.~~

ADDENDUM J
SCHOOL BASED EMPLOYEES

The purpose of this Addendum is to set forth certain understandings between the parties concerning terms applicable to the limited duration layoff, summer work and recall of employees in the Health Department; and the Department of County Human Services and ~~Office of School and Community Partnerships~~ who work in School Based positions.

A. School based bargaining unit members who verify to the program manager a combination of work and vacation by May 7 to be in a paid status equal to their budgeted F.T.E. throughout the summer, shall not be laid off.

B. Bargaining unit members who do not have work available in their ten (10) month school based work site or who choose not to work outside of their school based site will be laid off during school closure for the summer.

C. Bargaining unit members who are laid off may be called back as regular employees as provided in Section H. Summer Work/Effect of Refusal.

D. Limitation on Bumping and Recall from School Based.

1. Notwithstanding any other provision of this agreement, bumping by or recall of bargaining unit members who, for administrative purposes, are inside the County's school based program shall be limited to positions inside the school based program if the County declares in writing at the time layoff notice is given to the affected employee that the layoff is of limited duration due to summer school closure.

2. If business needs require the County to reduce a school based position from twelve (12) months to ten (10) months, the County will first look for volunteers among the twelve (12) month employees in the affected classification to determine whether there are any employees willing to have a reduced schedule. If there are no volunteers willing to change to ten (10) month schedule, the twelve (12) month school based employee with the lowest Countywide seniority date in the affected classification will be reduced.

E. Administrative Purposes Defined. For purposes of this section "administrative purposes" means that the employee ordinarily files his or her payroll time sheet with the school based program.

1 F. Deviation from Seniority Order for Layoff or Recall/Effect on Seniority and
2 Insurance Benefits. When implementing limited duration layoff or recall from such layoff the
3 County may deviate from the normal order of seniority layoff or recall otherwise required by the
4 parties' collective bargaining agreement. Such deviation shall not be for a period exceeding
5 seven (7) calendar days. A more senior employee who would have been retained or recalled
6 but for the departure from normal seniority order of layoff or recall may use vacation or leave
7 without pay for the period between the date he or she would have bumped or been recalled
8 under normal procedures and the effective date of the general school based health summer
9 layoff or recall as determined by the School Based Manager. In addition, such employees will
10 accrue seniority and be eligible for medical and dental insurance coverage as though they
11 were laid off or recalled in accordance with normal layoff or recall procedures.

12 G. Probationary Employees. The probationary period of an employee on probation
13 when a limited duration layoff takes effect shall be frozen over the summer and shall resume if
14 the employee is recalled to work at the commencement of the next school year. This shall not
15 apply if the County notifies the employee that his or her probationary service has been
16 terminated.

17 H. Summer Work/Effect of Refusal. Bargaining unit members in School Based
18 Program who perform bargaining unit work for the County while on limited duration layoff
19 during summer school closure shall be paid at the same wage step they held when the limited
20 duration layoff took effect. They shall also be employed pursuant to the terms and conditions
21 of the collective bargaining agreement and receive all benefits/entitlements specified in the
22 collective bargaining agreement as they do during the regular school year with the exception of
23 Section IV of Article 21 and Article 11 Health and Welfare Benefits (see Section M of this
24 Addendum for health and welfare benefits coverage). Employees on limited duration layoff
25 who are working are not eligible for lead pay unless working in a lead assignment in school
26 based program. An employee may refuse to accept work that is offered, with the
27 understanding that such refusal may affect eligibility for unemployment compensation.

28 I. Layoff or Carryover of Accumulated Vacation. Notwithstanding any other
29 provision of this agreement, an employee subject to limited duration layoff in school based
30 program may request payoff of some or all of his or her accumulated vacation. Such request
31 shall be made in writing to the School Based Manager, the Department's Human Resource
32 manager and Payroll Supervisor of the Department of ~~Business & Community Services~~
33 County Management within three (3) days after the employee receives notice of limited
34 duration layoff. In the absence of such notice, vacation will be carried on the books over the

1 summer unless the employee is subsequently terminated or resigns. In such case, normal
2 provisions relating to vacation payoff shall apply.

3 J. Considerations in Use of Vacation. Notwithstanding subsection H above, the
4 parties acknowledge that although requests to take vacations during the school year may in
5 some cases be granted, the risk that management will deny such a request is significantly
6 greater than in other county operations, due to the need to provide services to students when
7 schools are in session. For that reason, School Based Program Employees are encouraged to
8 continue to select vacation times during Christmas and spring school vacations to the extent
9 approved by management. Further, employees facing limited duration layoff should take into
10 account the limited availability of time off when schools are in session, the vacation
11 accumulation ceilings set forth in this agreement, and the risk of forfeiture of vacation (when
12 accumulation ceilings are reached) when deciding whether to carry their accumulated balance
13 forward.

14 K. Alternative Compensation. The Board of County Commissioners may adopt
15 and implement a uniform policy whereby employees who transfer or are newly hired into the
16 school based program are required as a condition of such transfer or hire to sign an agreement
17 accepting the payment of County medical and dental insurance premiums in lieu of
18 government unemployment insurance payments during the period of a limited duration layoff
19 due to summer closure.

20 L. Alternative Benefits. If the State of Oregon adopts a law which uniformly
21 disqualifies employees on a limited duration layoff from receiving unemployment insurance,
22 even if they are available for and actively seeking suitable interim employment, the County and
23 Union agree to meet to negotiate over the terms of possible alternative benefits or
24 compensation to cover that period of unemployment. This shall be construed only as
25 contractual authorization for such a policy. This shall not be construed as a purported waiver
26 by the union of individual employee rights under the Oregon unemployment compensation
27 statute.

28 M. Insurance Benefits for Summer Work. If the employee's last regularly
29 scheduled workday in pay status falls on or before the fifteenth (15) day of the calendar month
30 in which the employee begins limited duration layoff, medical/vision and dental benefits toward
31 which the County has contributed will lapse at the end of that month. If such work day falls
32 after the fifteenth (15) of the calendar month in which the employee begins limited duration
33 layoff, coverage toward which the County has contributed will lapse at the end of the following
34 calendar month. (Example: Employee A's last day is July 15th. Employee A's coverage

1 toward which the County has contributed will lapse July 31. Employee B's last day is July 16.
2 Employee B's coverage toward which the County has contributed will lapse August 31.)
3 Employees will be treated as a regular employee for purposes of receiving health benefits per
4 Article 11 provided they work a minimum of two (2) shifts from July 16 through July 31.

5 N. **Supplemental Life and Short Term Disability Insurance.** The County agrees
6 to apply for the "teachers waiver" so that employees laid off as the result of limited duration
7 layoff who are rehired within 90 days will be reinstated with supplemental life and short term
8 disability insurance that was in force at the time of layoff.

9 O. **Grievances.** Any dispute over the meaning, interpretation or application of this
10 Addendum shall be resolved through the grievance procedure set forth in Article 18.

11 P. **Holidays**

12 Notwithstanding the provisions of Article 7, members of the bargaining unit
13 regularly assigned to the School Based Program/School Based Mental Health Program who
14 request and are granted time off **for any scheduled school closure, including but not**
15 **limited to during the school winter vacation closure, spring vacation closure, teacher in-**
16 **service days, or any other scheduled school closure,** will be permitted, upon advance
17 written request, to use leave without pay without first exhausting paid vacation, Saved Holiday
18 time and/or compensatory time off. Employees who take such period as an authorized, unpaid
19 leave of absence **during the winter vacation closure** shall receive their Christmas and New
20 Years Holiday pay even though they are not in pay status on the days before and after such
21 holidays. **Unscheduled closures, such as those due to weather events, building safety**
22 **issues, or any other unscheduled closures are not covered by this provision and are**
23 **subject to the contract provisions and county personnel rules for building or office**
24 **closures due to inclement weather and natural disasters.**

25 Q. **Lateral Transfers for DCHS Employees**

26 1. **This subsection applies to all school-based positions within the**
27 **Department of County Human Services that are classified as Mental Health Consultants**
28 **and Family Intervention Specialists. The provisions of Article 22 shall apply for**
29 **employees in these classifications except as follows:**

30 2. **Vacancies which occur during the school year may be filled by**
31 **temporary or regular new appointments without regard to the Work Assignment**
32 **process in Article 22. Such positions will be considered vacancies for purposes of the**
33 **annual transfer process. New employees assigned to those positions during the school**
34 **year may be reassigned to other positions for the following school year, pursuant to the**

1 provisions of this Addendum.

2 3. On an annual basis, a list of all vacancies, including those filled by
3 new or temporary appointments during the school year, will be posted for ten (10)
4 working days, with the first day of posting occurring on or about May 10 of each year.
5 The posting will include the name of the person to contact, the deadline for
6 consideration, and any other available, relevant information about each vacant position,
7 including school and school district sites served, specific school needs as identified by
8 school personnel, geographic locations of the assignment, etc. Eligibility for
9 consideration will be limited to employees in the Family Intervention classification and
10 the classification of Mental Health Consultant within the School Based Mental Health
11 program.

12 4. Employees on the transfer list will also be considered for any
13 vacancies which occur between the end of the May signup period but prior to August 1,
14 provided they have given their summer contact information (email or regular mailing
15 address) to management and respond to a notice of vacancy from management within
16 five (5) working days of the date the notice is sent.

17 5. Employees who wish to transfer from their current assignment
18 must submit their name and indicate which vacancies they wish to be considered for
19 prior to the deadline specified in the posting.

20 6. Employees who wish to be considered for other vacancies which
21 will result from this transfer process must also submit their names prior to the specified
22 deadline, but are not required to specify which vacancies they are applying for.

23 7. Following the sign-up period, all vacancies, including those that
24 result from the initial transfer of employees into posted vacancies, will be filled from the
25 transfer list in accordance with Article 22.III.B and C. Employees not on the transfer list
26 will not be considered for transfer.

27 8. Any vacancies not filled through the internal transfer process
28 provided for in this Article will be posted within the designated work unit for lateral
29 transfer. Any remaining vacancies at the conclusion of this process will be filled in
30 accordance with the personnel rules for appointments, including but not limited to,
31 open competitive announcement.

32 9. Whenever management determines a need to change the
33 assignments of a position in the School Based Program, management will, whenever
34 practical, provide an opportunity for input from affected staff prior to a final decision.

ADDENDUM K

Default changes effective January 1, 2009 only if EBT is unable to reach agreement.

ODS Plan – Prescription Drug Coverage Changes:

Eliminate ~~\$1,000~~ Change annual out of pocket maximum to \$2,000

RETAIL (30 day supply) – PLUS and PREFERRED PLANS

Tier 1: Generic: No change (co-pay 20%) **add \$50 per Rx co-pay maximum**

Tier 2: Preferred Brand Name: No co-pay change (20%) **add \$50 per Rx co-pay maximum**

Tier 3 Non-preferred Brand Name: No change (co-pay 50%)

MAILORDER (90 day supply) – PLUS PLAN

Tier 1: Generic: Change co-pay from \$16 to **20% with \$25.00 per Rx maximum**

Tier 2: Preferred Brand Name: Change co-pay from \$24 to **20% with \$100 maximum**

Tier 3: Non-preferred Brand Name: No change – purchase at 50% of cost

MAILORDER (90 day supply)– PREFERRED PLAN

Tier 1 Generic: Change co-pay from \$20 to **20% with \$35.00 per Rx maximum**

Tier 2 Preferred Brand Name: Change co-pay from \$30 to **20% with \$150 per Rx maximum**

Tier 3 Non-preferred Brand Name: No change – purchase at 50% of cost

Kaiser Medical Plan:

Increase Office Visit Co-pay from \$5 to \$10.

Increase Rx Co-pay from \$5 to:

Retail (30 day supply) \$10 for generic and **\$20 \$10** for formulary brand name

Mail order (90 day supply) co-payment would be 2x the retail co-payment or \$20 for generic medication, **\$20** for formulary brand name medication.

1 **Kaiser Dental Plan:**

2

3 Increase office visit co-pay from \$5 to \$10.

4

5 Orthodontia (Plan U) for children under 18 only: Maximum Plan benefit payment \$3,000.00

6 per child. Member pays 50% of charges up to the maximum Plan payment and 100% of

7 charges in excess of the maximum Plan payment. (Any covered dependent who has been

8 banded prior to July 1, 2008 under the existing Kaiser Orthodontic program will remain eligible

9 to receive the existing orthodontic benefit (\$300 maximum member co-pay) for remainder of

10 current orthodontic treatment plan or treatment phase.

IN WITNESS WHEREOF, The Parties hereto have set their hands this 4th day of
October, 2007

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

MULTNOMAH COUNTY, OREGON

By _____
Becky Steward, President

By _____
Ted Wheeler, Chair

By _____
Shelley Immel, Vice President

By _____
Maria Rojo de Steffey, Commissioner

By _____
Michael Hanna, Secretary

By _____
Jeff Cogen, Commissioner

By _____
Jeanne Ramsten, Treasurer

By _____
Lisa Naito, Commissioner

By _____
Lonnie Roberts, Commissioner

By _____
LaVonne Griffin-Valade, Auditor

NEGOTIATED BY:

By _____
Michael Schrunk, District Attorney

By _____
Valerie Andreas
Council Representative
AFSCME Council 75

By _____
Bernie Giusto, Sheriff

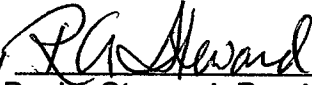
REVIEWED:
Agnes Sowle, County Attorney
For Multnomah County, Oregon

By _____
Carol L. Brown,
Senior Labor Relations Manager
Multnomah County, Oregon


By _____
Kathryn A. Short
Assistant County Attorney

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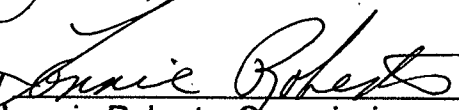
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By 
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By 
Maria Rojo de Steffey, Commissioner

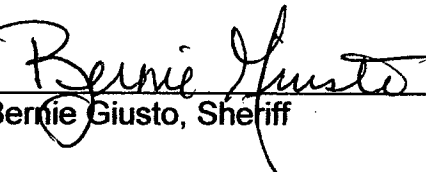
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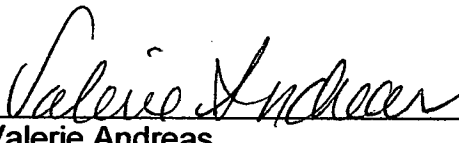
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Lonnie Roberts, Commissioner

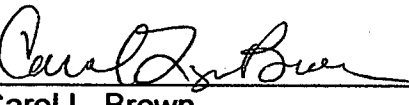
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