



# METROPOLITAN SERVICE DISTRICT

1220 S.W. MORRISON, ROOM 300, PORTLAND, OREGON 97205

(503) 222-3671

## MSD BOARD OF DIRECTORS

PORTLAND WATER BUREAU  
1800 SW 6TH AVE.  
AUDITORIUM

SEPTEMBER 9, 1977  
2:00 P.M.

### A G E N D A

77-907 MINUTES

77-908 PUBLIC COMMUNICATIONS

#### ADMINISTRATIVE DIVISION

77-909 CASH DISBURSEMENTS  
77-910 MSD PERSONNEL MANUAL MODIFICATIONS

#### SOLID WASTE DIVISION

77-911 WORK SCOPE MODIFICATION - SUBCONTRACT  
PHASE I ENGINEERING DESIGN  
77-912 CONTRACT 77-099 - SUNFLOWER RECYCLING  
77-913 CONTRACT 77-102 - FOREST GROVE TRANSFER  
STATION

#### ZOO DIVISION

77-914 CONTRACT 77-107 - WARNER WALKER & MACY -  
ZOO DEVELOPMENT PLAN

#### OTHER BUSINESS



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## ACTION AGENDA

<u>PAGE</u>	<u>ACTION RECORD NUMBER</u>	
1	77-907	MINUTES Action - <u>Approve</u> the minutes of August 26, 1977
13	77-908	PUBLIC COMMUNICATIONS Action - <u>Receive</u> comments from the public on matters not listed on the meeting agenda
14	77-909	CASH DISBURSEMENTS Action - <u>Approve</u> staff recommendation
15	77-910	MSD PERSONNEL MANUAL MODIFICATIONS Action - <u>Approve</u> modifications and <u>authorize</u> distribution of the modified manual to MSD employees
16	77-911	WORK SCOPE MODIFICATION - SUBCONTRACT PHASE I ENGINEERING DESIGN Action - <u>Approve</u> subcontract modification

<u>PAGE</u>	<u>ACTION RECORD NUMBER</u>	
17	77-912	CONTRACT 77-099 - SUNFLOWER RECYCLING Action - <u>Approve</u> Contract 77-099
22	77-913	CONTRACT 77-102 - FOREST GROVE TRANSFER STATION Action - <u>Approve</u> Contract 77-102
23	77-914	CONTRACT 77-107 - WARNER WALKER & MACY ZOO DEVELOPMENT PLAN Action - <u>Approve</u> Contract 77-107

OTHER BUSINESS

34	77-915	Zoo "SPOOK RIDE" EXPENDITURE
36	77-916	MSD OFFICE TELEPHONE SYSTEM
	77-917	SOLID WASTE COMMITTEE APPOINTMENT - CITY OF PORTLAND

77-907 MINUTES

THE FOLLOWING PAGES CONTAIN THE MINUTES OF THE AUGUST 26, 1977,  
BOARD MEETING.

THE STAFF RECOMMENDS APPROVAL OF THE BOARD MINUTES.



77-908 PUBLIC COMMUNICATIONS

THIS AGENDA ITEM ALLOWS THE BOARD TO RECEIVE COMMENTS FROM THE PUBLIC ON MATTERS NOT LISTED ON THE MEETING AGENDA.

77-909 CASH DISBURSEMENTS

THE FOLLOWING CHECKS HAVE BEEN ISSUED THROUGH SEPTEMBER 9, 1977:

CHECKS No. 4145 THROUGH 4271 \$58,629.02

ITEMS OF INTEREST INCLUDE:

BUREAU OF WATER	\$6,165.94
FRED S. JAMES	1,580.00
PACIFIC FRUIT	2,751.90
PACIFIC NORTHWEST BELL	1,504.98
STICKNEY & POOR	4,736.50
EASTMAN KODAK	2,577.12
STANLEY SMITH SECURITY	2,043.25
SUNSHINE DAIRY	1,717.12
BANKERS LIFE (RETIREMENT)	5,363.84

THE STAFF RECOMMENDS APPROVAL FOR PAYMENT OF CHECKS No. 4146 THROUGH 4271 IN THE TOTAL AMOUNT OF \$58,629.02.

METROPOLITAN SERVICE DISTRICT  
BOARD ACTION  
77-909      9-9-77

	YES	NO	ABST.
BARTELS			
GORDON			
McCREADY			
ROBNETT			
SALQUIST			
SCHUMACHER			
MILLER, CHAIRMAN			

*John Miller*  
Clerk of the Board

77-910 MSD PERSONNEL MANUAL MODIFICATIONS

THE PROPOSED CHANGES TO THE MSD PERSONNEL MANUAL FROM THE ADMINISTRATIVE DIVISION WERE PRESENTED TO YOU AT THE LAST BOARD MEETING AS AN INFORMATION ITEM. THESE CHANGES WERE ALSO DISTRIBUTED TO TO ALL MSD EMPLOYEES FOR THEIR INPUT.

THE PROPOSED CHANGES TOGETHER WITH ALL DATA RECEIVED FROM THE EMPLOYEES WERE PRESENTED AT THE MANAGEMENT COMMITTEE MEETING WEDNESDAY, SEPTEMBER 7, 1977. FROM THIS MEETING THE FINAL DRAFT WAS PROPOSED OF THE ADDITIONS, DELETIONS, AND CHANGES TO THE MSD PERSONNEL MANUAL AND IS PRESENTED TO YOU TODAY.

THE STAFF RECOMMENDS APPROVAL OF THIS DRAFT AND THAT A NEW PERSONNEL MANUAL BE PRINTED AND DISTRIBUTED TO THE BOARD AND ALL MSD EMPLOYEES.

*Amended to include written record of oral warning under Section 3.1.4(b).*

METROPOLITAN SERVICE DISTRICT  
BOARD ACTION

NO. 77-910 DATE 9-9-77

	YES	NO	ABST.
BARTELS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GORDON	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MCCREADY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBNETT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SALQUIST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHUMACHER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MILLER, CHAIRMAN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*[Signature]*  
Clerk of the Board

PROPOSED  
CHANGES - ADDITIONS - DELETIONS  
FOR  
MSD PERSONNEL MANUAL

8/12/77

AMENDED SEPTEMBER 7, 1977

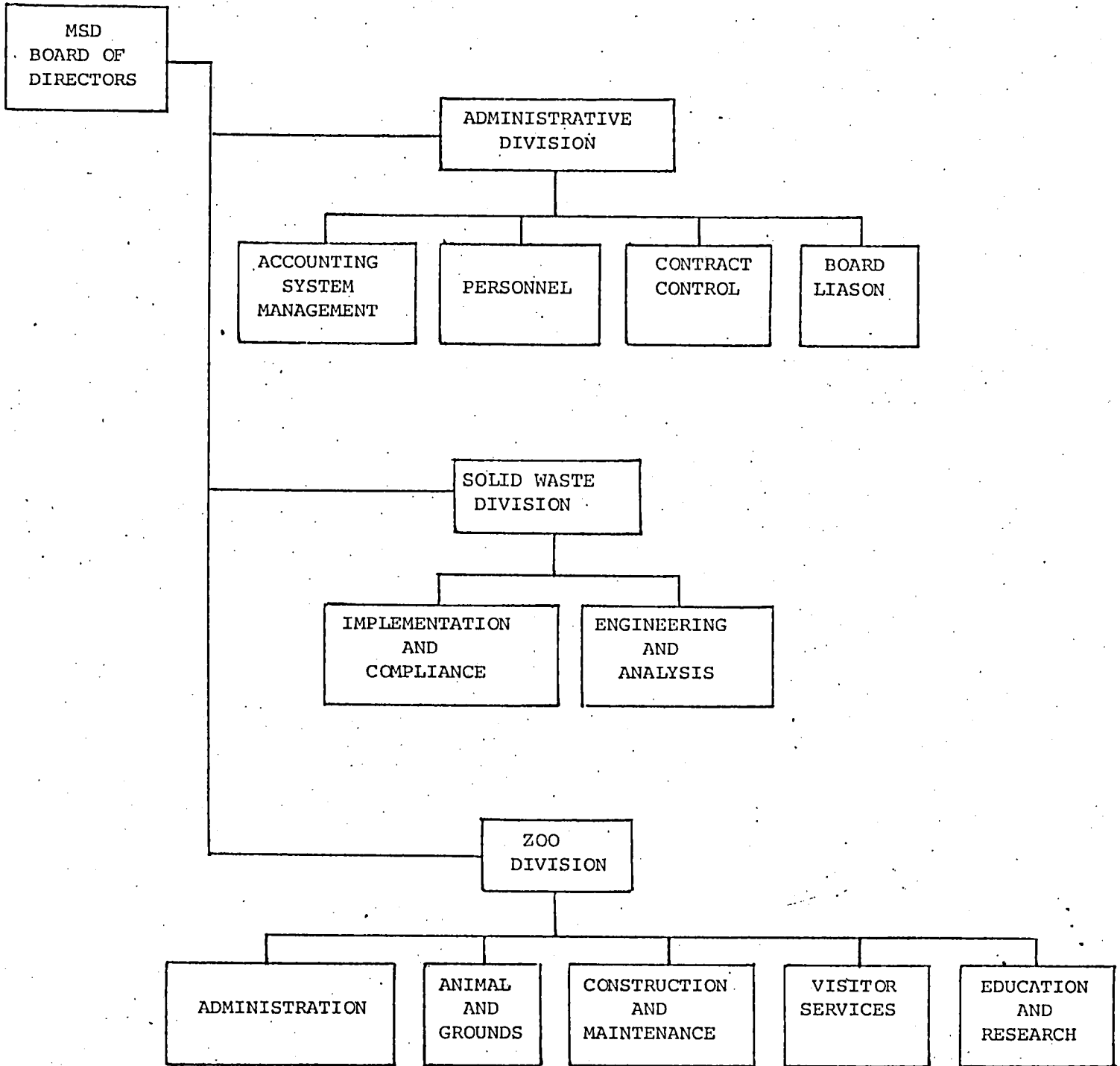
PAGE 3 - ORGANIZATIONAL STRUCTURE

DIAGRAM TO BE REDRAWN AS MSD NOW FUNCTIONS.

PAGE 1

METROPOLITAN SERVICE DISTRICT

ORGANIZATIONAL STRUCTURE



NEW SECTION ADDED:

SECTION 2.11 MANDATORY RETIREMENT

2.11.1 THERE SHALL BE MANDATORY RETIREMENT FOR ANY EMPLOYEE REACHING AGE 65 UNLESS GRANTED EXEMPTION BY THE BOARD. EXEMPTION SHOULD HAVE FAVORABLE SUPPORT OF DEPARTMENT HEAD AND DIVISION DIRECTOR IN QUESTION.

2.11.2 BOARD SHOULD ANNUALLY REVIEW ALL EXEMPTIONS.

PAGE 12, SECTION 3.1.3, ADD SECTION L) TO READ AS FOLLOWS:

"ACTION INCONSISTENT WITH THE WELL-BEING, HEALTH, OR SAFETY OF ZOO ANIMALS."



PAGE 17, SECTION 5.4.2 SHALL BE AMENDED TO READ: "WHEN EMPLOYEES ARE REQUIRED TO WORK OVERTIME, OVERTIME WILL BE PAID AT THE RATE OF ONE AND ONE-HALF (1½) TIMES AN EMPLOYEE'S ESTABLISHED HOURLY RATE FOR ALL WORK PERFORMED OUTSIDE OF OR IN EXCESS OF AN EMPLOYEE'S ESTABLISHED SHIFT HOURS AND ON THE EMPLOYEE'S SIXTH AND SEVENTH DAY OF WORK IN ANY WEEK AND ON HOLIDAYS."

PAGE 17, SECTION 5.4.3 SHALL BE AMENDED TO READ: "COMPENSATORY TIME WILL NO LONGER BE GIVEN. ALL COMPENSATORY TIME ACCUMULATED MUST BE USED BY JULY 1, 1978, AND MUST BE USED AT THE DISCRETION OF THE DEPARTMENT HEAD."

PAGE 17, ADD NEW SECTION 5.4.4 AS FOLLOWS: "EMPLOYEES IN THE CLASSIFICATION 6 AND ABOVE WILL NOT BE REIMBURSED FOR OVERTIME WORKED."

4.1.1 REPLACED ENTIRELY BY "A CLASSIFICATION-PLAN SHALL BE  
ADOPTED AND AMENDED BY THE BOARD OF DIRECTORS ANNUALLY."

PAGES 24, 25, 26 -- CLASSIFICATION AND COMPENSATION PLAN SHEETS  
DELETED FROM THIS MANUAL AND MAINTAINED AS SEPARATE ENTITIES.

SECTION 2.10 - FAMILY RELATIONS BE DELETED IN ITS ENTIRETY BECAUSE IT IS NOT COMPATIBLE WITH HB2662 WHICH WILL BE EFFECTIVE OCTOBER 4, 1977. FOLLOWING IS A SUGGESTED REPLACEMENT FROM DEAN GISVOLD.

"SECTION 2.10 FAMILY RELATIONS.

MSD WILL NOT EMPLOY AN INDIVIDUAL IF SUCH ACTION:

A. WOULD CONSTITUTE A VIOLATION OF ANY LAW OF THE STATE OF OREGON OR OF THE UNITED STATES, OR ANY RULE PROMULGATED PURSUANT THERETO, WITH WHICH MSD IS REQUIRED TO COMPLY;

B. WOULD CONSTITUTE A VIOLATION OF THE CONDITIONS OF ELIGIBILITY FOR RECEIPT BY MSD OF FINANCIAL ASSISTANCE FROM THE STATE OF OREGON OR THE UNITED STATES;

C. WOULD PLACE THE INDIVIDUAL IN A POSITION OF EXERCISING SUPERVISORY, APPOINTMENT OR GRIEVANCE ADJUSTMENT AUTHORITY OVER A MEMBER OF THE INDIVIDUAL'S FAMILY OR IN A POSITION OF BEING SUBJECT TO SUCH AUTHORITY WHICH A MEMBER OF THE INDIVIDUAL'S FAMILY EXERCISES; OR

D. WOULD CAUSE MSD TO DISREGARD A BONA FIDE OCCUPATIONAL REQUIREMENT REASONABLY NECESSARY TO MSD'S NORMAL OPERATIONS AND FUNCTIONS.

FOR THE PURPOSE OF THIS SECTION, MEMBER OF AN INDIVIDUAL'S FAMILY MEANS THE WIFE, HUSBAND, DAUGHTER, SON, MOTHER, FATHER, BROTHER, BROTHER-IN-LAW, SISTER, SISTER-IN-LAW, SON-IN-LAW, DAUGHTER-IN-LAW, MOTHER-IN-LAW, FATHER-IN-LAW, AUNT, UNCLE, NIECE, NEPHEW, STEPPARENT OR STEPCHILD OF THE INDIVIDUAL.

SECTION 6.3.1 REPLACED IN ENTIRETY WITH THE FOLLOWING:

Annual vacation leave for employees shall be computed on the basis of time actually served during each calendar year. The rate that annual vacation leave accrues shall depend on the number of years of total service for the Employer, whether or not total service was broken. If in a calendar year an employee will have attained the following number of years of total service, then on January 1 of that year his annual vacation leave shall accrue at the following rates, provided, however, that for employees hired after 7/01/77 their anniversary date for the purpose of accruing annual vacation leave shall be their date of hire.

<u>Total Years of Service</u>	<u>Accrual Rate per Month Served</u>	<u>Vacation Leave per Year</u>
0 - 1 Entry	3-1/3 hours	40 hours
1 through 4	6-2/3 hours	80 hours
5 through 9	10 hours	120 hours
10 through 14	11-2/3 hours	140 hours
15 through 19	13-1/2 hours	160 hours
20 through 24	15 hours	180 hours
25 years or more	16-2/3 hours	200 hours

THE FOLLOWING TWO CHANGES ARE CONTINGENT UPON THE IMPLEMENTATION OF LTD INSURANCE WITH 90-DAY ELIMINATION PERIOD FOR ALL NON-UNION EMPLOYEES.

- (1) 6.4.1, SECOND SENTENCE - CHANGE "1440 HOURS" TO "520 HOURS".
- (2) 6.4.6 DELETED IN ITS ENTIRETY.

FOLLOWING ARE THE SUGGESTED REVISIONS FROM DEAN GISVOLD REGARDING  
DISCHARGE AND DISCIPLINING ACTION BECAUSE OF RECENT COURT RULINGS.

DRAFT OF SUGGESTED REVISIONS TO MSD PERSONNEL MANUAL

Section 2.2.5

During the original probationary period, a probationary employee may be terminated at any time upon five days' notice and for any reason without appeal and without previous lesser disciplinary action.

Section 3.1 DISCIPLINARY ACTION

3.1.1 (leave as is)

3.1.2 - add to the beginning of the second sentence "Except as provided in §2.2.5 of this Manual,".

3.1.3 (leave as is)

3.1.4 Disciplinary action shall be imposed in the progressive manner specified below:

(a) Counseling - Disciplinary counseling is any discussion with an employee designed to help the employee remedy identified problems in skills, abilities or work performance. It shall be used before issuing an oral warning and may be used at any other time at the discretion of the Department Head or Division Director.

(b) Oral warning - Oral warning is notice to an employee that his or her behavior or performance needs improvement. It defines areas where improvement is needed, sets goals and informs the employee that failure to improve

may result in more serious action. The Department Head or Division Director should record the date and content of the oral warning but no record need be placed in the employee's personnel record. An oral warning shall be preceded by counseling.

(c) Written warning - Written warning is formal notice to the employee that his or her performance or behavior needs improvement. It contains the same elements as the oral warning, and shall be preceded by an oral warning. A copy of the written warning is placed in the employee's personnel record. When corrective action has been taken by the employee, it will be so noted and placed in the employee's personnel file. A written warning will be approved by the Division Director prior to being forwarded to an employee and placed in his or her file.

(d) Suspension - Suspension is a temporary removal of the employee from his or her duties without pay. Suspension without pay shall only be used after a written warning has been issued and the Division Director has reason to believe that the suspension will bring about the needed improvement in the employee's performance or behavior. Suspensions can only be made by the Division Director.

(e) Demotion - Demotion is the transfer of an employee from his or her present position to one of lower classification and/or pay scale. Demotion shall be preceded



by a written warning.

(f) Discharge - Discharge is the removal of the employee from the service of MSD. Discharge shall be preceded by at least a one day suspension.

3.1.5 - The power to suspend, demote or discharge is granted to the Division Director.

3.1.6

(a) Notice of suspension or demotion - Except as provided in 2.2.5 of this Manual, the Division Director shall give an employee whose suspension or demotion is sought written notice of the proposed action, stating any and all reasons, specifically and in detail, for the proposed action. The notice becomes a permanent part of the employee's personnel record.

(b) Employee's answer - The employee is entitled to a reasonable time for answering the notice of proposed suspension or demotion and for furnishing affidavits in support of his or her answer. If the employee answers, the Division Director shall consider the answer in reaching a decision. The employee is entitled to answer personally, or in writing, or both personally and in writing. The right to answer personally includes the right to answer orally in person by being given a reasonable opportunity to make any representations which the employee believes might sway the final decision, but does not include the right to a trial or

formal hearing with examination of witnesses. When the employee requests an opportunity to answer personally, the Division Director shall appoint a representative or representatives available to hear his or her answer. The representative or representatives designated to hear the answer shall be persons who have authority either to make a final decision on the proposed suspension or demotion or to recommend what final decision should be made. The Division Director shall give a written decision on the answer at the earliest practicable date. The written answer and decision become a permanent part of the employee's personnel record.

### 3.1.7

(a) Notice of Discharge - Except as provided in 2.2.5 of this manual, the Division Director shall give an employee whose discharge is sought at least 14 days' written notice of:

- (i) The proposed discharge;
- (ii) Any and all reasons, specifically and in detail, for the proposed discharge; and
- (iii) The employee's right to a contested case hearing before an impartial hearing examiner, pursuant to 3.1.8 of this Manual.

The notice becomes a permanent part of the employee's personnel record.

(b) Employee's answer - The employee shall notify

the Division Director within seven days of the receipt of the notice of discharge that he or she desires a contested case hearing by filing with the division director a written answer and request for hearing. The answer shall set forth the employee's reasons for contesting the proposed discharge, with such offer of proof and pertinent documents as he or she is able to submit. In the absence of a timely answer and request, discharge may be effected without further notice.

3.1.8 Conduct of contested case hearing

(a) An employee is entitled to appear at the hearing personally or through or accompanied by his or her representative. MSD is also entitled to participate in the hearing. Both parties are entitled to produce witnesses.

(b) MSD shall make its employees available as witnesses at the hearing when (i) requested by the examiner after consideration of a request by the employee or MSD, and (ii) it is administratively practical to comply with the request of the examiner. If MSD determines that it is not administratively practicable to comply with the request of the examiner, it shall submit to the examiner its written reasons for the declination. Employees of MSD shall be free from restraints, interference, coercion, discrimination or reprisal in presenting the testimony.

(c) Hearings are not open to the public or the

press. Attendance at hearings is limited to persons determined by the examiner to have a direct connection with the hearing.

(d) The hearing shall be conducted by a hearing examiner who does not occupy a position which is directly or indirectly, under the jurisdiction of the Division Director. The examiner shall conduct the hearing and shall afford the parties opportunity to introduce evidence (including testimony and statements by the employee, his representative, representatives of MSD, and witnesses), and to cross-examine witnesses. Testimony is under oath or affirmation. Rules of evidence are not applied strictly, but the examiner shall exclude irrelevant or unduly repetitious testimony.

(e) The hearing shall be recorded and transcribed verbatim. All documents submitted to and accepted by the examiner at the hearing shall be made a part of the record of the hearing. If MSD submits a document that is accepted, it shall furnish a copy of the document to the employee. If the employee submits a document that is accepted, he or she shall make the document available to MSD for reproduction. The employee is entitled to be furnished upon request a transcript of the hearing at or before the time he or she is furnished a copy of the report of the examiner. The record shall be closed at the conclusion of the hearing except that the examiner has discretion to permit the parties to submit

written argument or briefs after the record is closed. When the record is closed there is no right to submit additional evidence into the record.

(f) The examiner shall issue a proposed order, which shall contain rulings on admissibility of offered evidence, findings of fact, conclusions of law and the decision reached.

### 3.1.9 Proposed Orders

(a) If a majority of the officials who are to render the final order were not present at the hearing or have not reviewed and considered the record, and the order is adverse to a party (excluding the agency), a proposed order including findings of fact and conclusions of law shall be served upon the parties.

(b) The parties have fourteen (14) days from the date of mailing or personal service in which to file with the agency and serve upon the other parties a request that the agency review the proposed order.

(c) Unless a timely request for agency review is filed or unless within the same time limit the agency, upon the motion of its Chairman, or a majority of the members, decides to review it, the proposed order of the examiner shall become the final order of the agency.

(d) If the agency review is invoked, then the parties shall be given thirty days from the date of mailing

or personal service of the examiner's proposed order, or such further time as the agency may allow, to file with the agency and serve upon the other parties written exceptions and arguments to the proposed order. Such exceptions and arguments shall include proposed alternative findings of fact, conclusions of law, and order and shall include specific references to those portions of the record upon which the party relies. As to any finding of fact made by the examiner, the agency may make an identical finding without any further consideration of the record.

(e) The agency may make a finding identical to that proposed by all parties other than the agency without any further consideration of the record.

(f) Following the expiration of the time allowed the parties to present exceptions and arguments, the Chairman may at his discretion schedule the matter for oral argument before the agency.

#### 3.1.10 Final Orders

(a) Final orders on contested cases shall be in writing and include the following:

.1 Rulings on admissibility of offered evidence.

.2 Findings of fact--those matters which are either agreed as fact or which, when disputed, are determined by the fact finder, on substantial evidence, to be a fact

over contentions to the contrary.

.3 Conclusion(s) of law--applications of the controlling law to the facts found and the legal results arising therefrom.

.4 Order--the action taken by the agency as a result of the findings of fact and conclusions of law.

(b) Parties to contested cases and their attorneys of record shall be served a copy of the final order. Parties shall be notified of their right to judicial review of the order.

METROPOLITAN SERVICE DISTRICT

PERSONNEL

MANUAL

ADOPTED DECEMBER 10, 1976



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## INTRODUCTION

This document represents the comprehensive Personnel Manual for employees of the Metropolitan Service District. Effective business management and satisfactory employee relations are greatly dependent upon a clear understanding by both management and staff operating procedures. This document is designed to achieve such an understanding.

The manual will be subject to yearly updating and periodic revisions when required. In each instance, employees will be offered an opportunity to review all revisions and comment on each prior to adoption by the MSD Board of Directors.

### ADMINISTRATION OF THE RULES

The MSD Administrative Director shall be responsible for:

- (a) Administering all the provisions of the personnel rules;
- (b) Preparing and recommending to the Board of Directors, personnel rules and revisions and amendments to such rules.

### APPROVAL AND AMENDMENT OF THE RULES

Personnel rules contained herein shall be approved and amended by the Board of Directors. The rules shall provide means to recruit, select, develop and maintain an effective and responsible work force, and shall include policies and procedures for hiring, advancement, training and career development, job classification, salary administration, retirement, fringe benefits, discipline, discharge and other related matters which are pertinent to the maintenance and effective operation of the Metropolitan Service District.

In addition, the personnel rules shall be presented, approved, and amended in a spirit of good faith and shall be subject to review and comment by MSD employees.

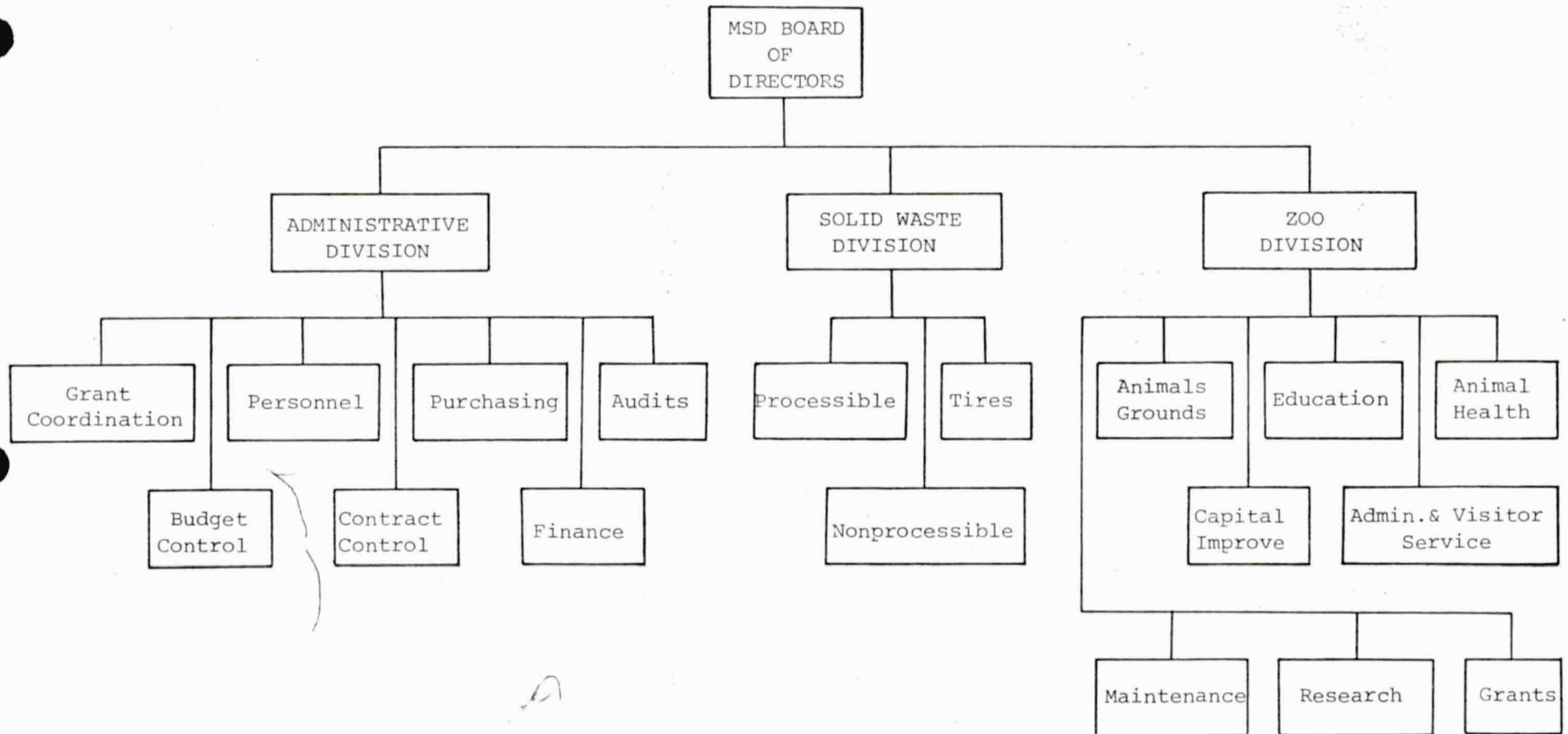
### UNION AGREEMENTS

The MSD Board of Directors have entered into agreements with the Laborers International Union, Local 483 and Service Employees Union, Local 49. It is the intent that this Personnel Manual apply to all MSD employees; however, if portions of this Manual differ from specific provisions of a Union Agreement, the specific provisions of the Union Agreement will take precedence for those employees covered by said Agreement.

### SEPARABILITY

If any section, subsection, sentence, clause, or phrase of these rules if for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of these rules.

METROPOLITAN SERVICE DISTRICT  
ORGANIZATIONAL STRUCTURE



ARTICLE 1      GENERAL

Section 1.1      PURPOSE.

1.1.1      The purpose of these rules is to provide systematic and equitable procedures and regulations relating to the hiring, compensation, hours of work, leave, safety, training, working conditions, promotions, transfer, discipline, removal, and other matters affecting the status of employees of the Metropolitan Service District. Said rules and regulations are provided to maintain uniformity and equity in personnel matters and to encourage each employee to give his or her best effort to the Metropolitan Service District.

Section 1.2      VARIANCES.

1.2.1      The Director of Administration shall have the power to vary or modify the strict application of the provisions of these rules in any case in which the strict application of said provisions would result in practical difficulties or unnecessary hardships, with the exception of Section 3.2, Grievance Procedure.

Section 1.3      DEFINITIONS.

1.3.1      As used in these rules, as well as in day to day personnel matters, the following terms shall have the meanings indicated.

Anniversary Date

One year from the date of employment.

Appeal

A request to the Division Director for reconsideration of a decision.

Appointing Power

The Division Director, to whom authority is vested to make the appointment to fill a vacant position.

Calendar Year

Twelve (12) month period beginning January 1, and ending December 31.

Central Personnel File

A file which contains complete personnel records of all MSD employees.

Class

A group of positions sufficiently alike in duties to require similar compensation.

Compensatory Time Off

Time off from work to compensate the employee for holiday and overtime worked.

Continuous Service

Uninterrupted employment with MSD. Reasonable absences due to military leave or other extended leaves approved in writing by the Division Director and Director of Administration do not constitute a break in continuous employment.

Department

A unit within a Division.

Disciplinary Action

Imposition of certain personnel action, i.e., reprimand, warning, demotion, suspension, discharge, as a result of conduct detrimental to MSD.

Discharge

Termination of employment with MSD for reasons attributable to the employee.

Division

A major functional unit of the MSD.

Division Director

A person directly responsible to the MSD Board for the administration of a division.

Employee

Anyone who is salaried or receives wages for employment with the MSD.

Examination

A test for the purpose of evaluating an applicant for an employment vacancy.

Fiscal Year

Twelve (12) month period beginning July 1, and ending June 30.

Grievance

An employee's oral or written expression of dissatisfaction with some aspect of his employment for the purpose of attempting to gain adjustment of said cause of dissatisfaction.



Hourly Rate

Rate of compensation for each hour of work performed. It is determined by dividing the annual regular salary by the regular number of hours worked each year (2080).

Immediate Family

The husband, wife, son, daughter, mother, father, brother, sister, father-in-law, mother-in-law, or any relative living in the employee's household.

Layoff

A separation from employment not reflecting discredit upon the employee due to reduction in work force.

Leave of Absence

Time off from work for reasons within the scope and purpose of these rules and regulations upon prior approval of the Division Director and the Director of Administration.

Military Leave

Leave of absence for an employee entering reserve military training duty.

Month

One calendar month.

MSD

Metropolitan Service District

Non-Occupational Disability

Disability from an accident or sickness suffered or contracted by the employee which cannot be attributed to performance of assigned duties.

Occupational Disability

Disability from an accident or sickness suffered or contracted as a result of the performance of assigned duties.

Overtime

Overtime shall be considered as authorized time worked in excess of the regularly scheduled workweek.

Part Time Employee

An employee who is employed to work less than a standard workweek or on a seasonal basis. Part time employees are not entitled to full fringe benefits and are paid on an hourly basis.

Permanent Employee

An employee who has been appointed to fill a specific classified position, works the normal amount of working hours for the position, and is entitled to all compensation and benefits as described in this document.

Personnel Action

Any action taken with reference to appointment, commendation, compensation, promotion, transfer, layoff, dismissal, or other action affecting the status of employment.

Probationary Period

A working test period during which an employee is required to demonstrate fitness for the duties to which the employee is appointed by actual performance of the duties of the position.

Promotion

An advancement of an employee from one classification to a higher classification.

Reclassification

A change in classification of a position by raising it to a higher class, or reducing it to a lower class.

Transfer

A change of an employee from one position to another in the same class within the organizational structure of MSD.

Workday

The regularly scheduled workday shall be determined by the Division Director, but in no case shall the workday be less than eight (8) hours.

Workweek

The regularly scheduled workweek shall be determined by the Division Director, but in no case shall the workweek be less than 40 hours.

ARTICLE 2 PERSONNEL POLICIES AND PROCEDURES

Section 2.1 APPOINTMENT.

- 2.1.1 All original appointments to vacancies shall be made solely on the basis of merit, efficiency and fitness. These qualities shall be determined through careful and impartial evaluation of the following:
- a) The applicant's level of training relative to the requirements of the position for which he or she has applied;
  - b) The applicant's level of education relative to the requirements of the position for which he or she has applied; and
  - c) The results of an oral interview and/or an examination, if any.
- 2.1.2 No question in any examination or in any application form or by any appointing power shall be so framed as to attempt to elicit information concerning race, color, ancestry, national origin, age, sex, marital status, or political or religious affiliation, for the purpose of discriminating on employment.
- 2.1.3 All statements submitted on the employment application or attached resume shall be subject to investigation and verification prior to appointment.
- 2.1.4 Equal consideration shall be given to present employees of MSD in filling vacancies within the organization subject to Section 2.10. Employees are encouraged to apply for any open position for which they feel qualified. Applications will be considered without prejudice to their present position.

Section 2.2 PROBATIONARY PERIOD.

- 2.2.1 All original and promotional appointments shall be tentative and subject to a standard probationary period of six consecutive months service.
- 2.2.2 In cases where a longer period is necessary to demonstrate an employee's qualifications, the probationary period may be extended; however, no probationary period shall be extended beyond twelve months. The employee shall be notified in writing of any extension and the reasons therefore.
- 2.2.3 During the original probationary period, the employee shall not be eligible for vacation benefits unless by permission of the Division Director, but shall commence earning vacation credit from the date of hiring.

- 2.2.4 Upon completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be so informed.
- 2.2.5 During the original probationary period, a probationary employee may be terminated at any time without appeal and without previous lesser disciplinary action.
- 2.2.6 In the case of promotional appointments, the promoted employee may be demoted at any time during the probationary period and be reinstated in the class designation from which he or she was promoted, even though this may necessitate the layoff of the employee occupying the position.

Section 2.3 ATTENDANCE.

- 2.3.1 Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leaves of absence.
- 2.3.2 An employee shall not absent themselves from work for any reason other than those specified in these rules authorizing sick leave without making prior arrangements with their Department Head. Unless such prior arrangements are made, an employee, who for any reason fails to report to work, shall make a sincere effort to immediately notify the Department Head of the reason for being absent.
- 2.3.3 Any unauthorized absence of an employee from duty may be deemed to be an absence without pay and may be cause for disciplinary action.

Section 2.4 PERSONNEL RECORDS.

- 2.4.1 The Director of Administration shall maintain personnel records for each employee in the service of MSD.
- 2.4.2 The personnel record shall show the employee's name, title of position held, the department to which assigned, salary, change in employment status, training received, and evaluation and performance reports and such other information as may be considered pertinent.
- 2.4.3 Evaluation of an employee shall start from the first day of employment. Employees shall be given a review by his or her Department Head five and one half months after appointed to a classified position and thereafter on an annual basis. The evaluation will be signed and dated by the employee, reviewed, signed and dated by the Division Director, and filed in the employee's

personnel file.

- 2.4.4 Employee personnel records shall be considered confidential and shall be accessible only to the following:
- a) the employee concerned;
  - b) those authorized by the Director of Administration.

Section 2.5 TRANSFERS.

- 2.5.1 Requests from employees for transfers from one division or department to another shall be made in writing, and shall be directed to the employee's present Division Director and referred to the appropriate Division Director. Such requests shall be given consideration when a suitable vacancy occurs; however, no employee shall be transferred to a position for which he or she does not possess the minimum qualifications. Transfers are subject to the requirements of Section 2.10, Family Relations.

Section 2.6 LAYOFF.

- 2.6.1 If there are changes of duties in the organization, lack of work or lack of funds, the Division Director may layoff employees; however, the Division Director shall first make every reasonable effort to integrate those employees into another position with the Service District by transfer. When layoffs are required, the Division Director shall base the decision on relative merit, and shall give due consideration to seniority only where the employee's qualifications and ability are relatively equal. The MSD shall give all salaried employees not on probation a minimum of two weeks written notice of their termination from MSD employment.
- 2.6.2 Any employee voluntarily terminating his employment with MSD shall give a minimum of two weeks written notice of termination from MSD.

Section 2.7 TRAVEL EXPENSE.

- 2.7.1 When employees are required to travel on official business, reimbursement for expenses incurred shall be determined as follows:
- a) Travel on official business by an employee should be via public carrier or MSD-owned vehicle. If the employee is authorized to use a private vehicle, mileage shall be paid at the rate of \$.15 per mile. This rate includes insurance, but not storage expense of the vehicle which is an eligible expense.
  - b) When travel by MSD-owned vehicle or public carrier is practical but the employee elects to use his own vehicle, the employee shall not be reimbursed.

- c) Reimbursement for travel and subsistence on official trips by bus, train, or airplane, shall only be the amount of actual and reasonable expense incurred during the performance of official duty as a MSD employee for the benefit of MSD. MSD will pay the actual cost of travel. Actual cost of expenses over \$3.00 will be reimbursed with receipts or the employee may elect to receive a \$15.00 per diem. Said per diem shall cover meals, commuter fares, and other miscellaneous expenses. Said per diem does not include accommodations, major transportation fares and registration costs. MSD will not pay for first class air travel unless tourist class is not available. Airline tickets should be ordered by MSD. Advances for anticipated trip costs may be made upon approval of the Division Director. All travel estimated to exceed \$100.00 shall have prior approval by the MSD Board.

Section 2.8 EMPLOYEE ORGANIZATIONS AND REPRESENTATION.

- 2.8.1 Employees of MSD shall have the right to form, to join, and to participate in the activities of labor organizations of their own choosing for the purpose of representation and collective bargaining on matters relating to wages, hours, and working conditions. Employees may form an Employee Advisory Committee to the Division Director for the purposes of employee input on matters relating to wages, fringe benefits, working hours, and working conditions.
- 2.8.2 Upon action of either MSD or the employees, the Employee Advisory Committee may serve as the Grievance Committee to adjudicate employee grievances and to advise MSD of its recommendations.

Section 2.9 POLITICAL ACTIVITY.

- 2.9.1 Nothing contained within these rules shall affect the right of the employee to hold membership in and support a political party, to vote as he or she chooses, to express his or her private opinions on all political subjects and candidates, to maintain political neutrality, and to attend political meetings. An employee must exercise all due caution in such activities to prevent public misunderstanding of such actions as representing MSD.

Section 2.10 FAMILY RELATIONS.

- 2.10.1 Hiring:  
MSD will not hire any individual to work in the same Division where a member of his or her immediate family is already employed.

2.10.2 Transfer:

No employee will be transferred to the same division where a member of that employee's immediate family is already employed.

2.10.3 Creation of a Relationship:

No two employees who are working in the same division may both continue to work there if they become members of the same immediate family except at the discretion of MSD after a probationary period. If the probationary period is not satisfactory to MSD, MSD will make every effort to transfer one of the related employees; if this is not possible, one of the related employees will be terminated. The related employees may elect which one will be transferred or terminated; otherwise, the employee with the least seniority will be transferred or terminated.

ARTICLE 3 GENERAL CONDUCT, DISCIPLINE, TERMINATION AND APPEAL

Section 3.1 DISCIPLINARY ACTION

- 3.1.1 Disciplinary action ranges from oral or written reprimands to suspension, demotion, or discharge from employment, and depends on the severity of the offense as well as the number of the frequency of previous acts of misconduct.
- 3.1.2 It shall be the duty of all employees to comply with and to assist in carrying into effect the provisions of these personnel rules. No employee shall be disciplined except for violation of established rules and regulations, and such discipline shall be in accordance with procedures established by these personnel rules.
- 3.1.3 Any of the following may constitute ground for disciplinary action:
- a) Abandonment of position;
  - b) Absence from duty without leave;
  - c) Abuse of leave privileges;
  - d) Below-standard work performance;
  - e) Discourteous treatment of the public or other employees;
  - f) Intoxication during working hours;
  - g) Fraud in securing appointment or promotion;
  - h) Insubordination;
  - i) Misuse of MSD property, funds or records;
  - j) Neglect of duty;
  - k) Willful deceit.

- 3.1.4 Any of the following types of disciplinary action may be utilized:
- a) Counseling - Disciplinary counseling is any discussion with an employee designed to help the employee remedy identified problems in skills, abilities or work performance. It should be used whenever possible before taking more formal action and should always be used as follow-up after formal action.
  - b) Oral Warning - Oral Warning is notice to an employee that his or her behavior or performance needs improvement. It defines areas where improvement is needed, sets goals and informs the employee that failure to improve may result in more serious action. The Department Head or Division Director should record the date and content of the oral warning but no record need be placed in the employees personnel record.
  - c) Written Warning - Written Warning is formal notice to the employee that his or her performance or behavior needs improvement. It contains the same elements as the Oral Warning. When appropriate, it should be used in conjunction with a plan for individual improvement as proposed by the Division Director and/or Department Head. A copy of the Written Warning is placed in the employee's personnel record. When corrective action has been taken by the employee, it will be so noted and placed in the employee's personnel file. A Written Warning will be approved by the Division Director prior to being forwarded to an employee and placed in his file.
  - d) Reprimand - A Reprimand shall be the function of the Division Director. It represents an official written notice to the employee that his or her performance or behavior is seriously below standard and that continuation will subject the employee to more serious disciplinary action, including discharge. A Reprimand shall not be issued until the employee has been informed of the charges and has had an opportunity to reply to them. The Reprimand becomes a permanent part of the employee's personnel record.
  - e) Suspension - Suspension is the temporary removal of the employee from his or her duties without pay. Suspension without pay should be used when all other positive means have been tried without success and the Division Director has reason to believe that the Suspension will bring about the needed improvement in the employee's performance or behavior. Suspensions can only be made by the Division Director.
  - f) Demotion - Demotion is the transfer of an employee from his or her present position to one of lower classification and/or pay scale.



g) Discharge - Discharge is the removal of the employee from the service of MSD. Discharge shall not require advanced notice and may be effected immediately.

3.1.5 The power to suspend, demote or discharge is granted to the Division Director. The Division Director shall personally inform the employee in writing of the charges against him or her.

3.1.6 All permanent employees shall have the right to appeal disciplinary action taken against them within five working days after the receiving notice of disciplinary action. Appeals shall be made as grievances in accordance with the provisions of Section 3.2 of these personnel rules.

### Section 3.2 GRIEVANCE PROCEDURE.

3.2.1 The Division Director shall promptly consider and equitably adjust employee grievances relating to employment conditions and relationships; however, informal adjustment of grievances between supervisors and employees are encouraged.

3.2.2 The following steps shall be followed in submitting and processing a grievance:

a) Step 1 - The aggrieved employee or group of employees shall orally present the grievances to the immediate supervisor within five working days of it's occurrence. The supervisor shall give his or her reply within five working days of the date of presentation of the grievance, not including the date of presentation.

b) Step 2 - If the grievance is not settled in Step 1, then it shall be put in writing, dated and signed by the aggrieved employee or group of employees and shall be presented to the Division Director within five working days after the supervisor's oral reply is given, not including the day the answer is given. The Division Director shall reply in writing to the grievance within five working days of the date of presentation of the written grievance, not including the day of its presentation.

3.2.3 The decision of the Division Director shall be final and binding on the employee or group of employees.

3.2.4 Any grievance not taken to the next Step of the Grievance Procedure shall be considered settled on the basis of the last reply made and received in accordance with the provisions of this Section.

- 3.2.5 If the appropriate course of action fails to meet or answer any grievance within the time limits prescribed for such action by this Section, such grievance shall automatically advance to the next Step.
- 3.2.6 The time limits prescribed in this Section for the initiation and completion of the steps of the Grievance Procedure may be extended by mutual consent. Mutual consent shall be indicated in writing and shall be signed by all parties involved.
- 3.2.7 No employee shall be disciplined or discriminated against in any way because of the employee's proper use of the Grievance Procedure.

#### ARTICLE 4 CLASSIFICATION PLAN

##### Section 4.1 CLASSIFICATION PLAN.

- 4.1.1 A Classification Plan as adopted and amended by the Board of Directors shall be a part of these rules.
- 4.1.2 The Classification Plan shall consist of both non-union and union staff positions in the MSD. The Classification Plan shall be so developed and maintained that all positions substantially similar with respect to duties, responsibilities, authority and character or work are included within the same class, and that the same schedules of compensation may be made to apply with equity under like working conditions to all positions in the same class.

##### Section 4.2 TITLES AND SPECIFICATIONS.

- 4.2.1 The Classification Plan shall include titles for the various classes of positions as a guide toward equal pay for equal work. Job titles shall refer to a particular position, not to the individual filling a particular position, and shall be used in all personnel, budget and financial records.
- 4.2.2 Each position shall be allocated to an appropriate class on the basis of the duties and responsibilities of the position.
- 4.2.3 The Classification Plan shall be supplemented by a Position Specification Sheet containing a Description Title - education or training required, reporting order, and types of duties to be performed.

Section 4.3 RECLASSIFICATION.

- 4.3.1 Positions may be reclassified by the Division Director whenever the duties of the position change materially, provided the reclassification can be accomplished within the limitations of the current budget.
- 4.3.2 Reclassification of a position shall not be used as a substitute for disciplinary action or to avoid restrictions concerning compensation.

Section 4.4 NEW POSITIONS.

- 4.4.1 The Director of Administration with the assistance of Division Directors shall be responsible for keeping the Classification Plan current through periodic studies of the positions within the organizational structure and adopted budget of MSD.
- 4.4.2 No position shall carry an official title which has not been approved by the Division Director as being appropriate to the duties performed.
- 4.4.3 The Director of Administration in conjunction with Division Directors may create new positions and allocate the positions to an appropriate class.

ARTICLE 5 PAY PLAN AND COMPENSATION

Section 5.1 PAY PLAN.

- 5.1.1 The Director of Administration shall prepare a Compensation Plan which shall prescribe a minimum and a maximum rate of pay appropriate for each position.
- 5.1.2 The rate or range for each position shall equitably reflect the difference in duties and responsibilities and shall be related to compensation for comparable positions in other places of public and private employment within the same job market.

Section 5.2 ANALYSIS OF PAY PLAN.

- 5.2.1 At least once each fiscal year, the Director of Administration shall compare the current MSD salary rates, compensation policies and personnel developments with those of other public and private employers within the same job market. Changes in the cost of living shall also be considered. The Director of Administration shall then examine the salary range for each class of position to ascertain whether current minimum and

maximum salaries should be maintained, increased or decreased during the succeeding fiscal year; and, upon the basis of this analysis, shall submit recommendations for amending the pay plan to the Board of Directors.

Section 5.3 APPOINTEE COMPENSATION.

- 5.3.1 Upon initial appointment to a position, the employee may receive the minimum salary for the position.
- 5.3.2 When the appointee is exceptionally qualified, the Division Director may make the appointment at a salary level above the minimum salary for the position.

Section 5.4 OVERTIME COMPENSATION.

- 5.4.1 Department Heads shall assign to each employee regular work duties and responsibilities which can normally be accomplished within the established work day and work week. No overtime for employees shall be worked without the prior approval of the Department Head.
- 5.4.2 When employees are required to work overtime, the Division Director may authorize compensatory time off or pay which shall be computed at a rate of one and one-half times the hours worked.
- 5.4.3 All personnel may accumulate compensatory time. Unused compensatory time accumulation shall not exceed sixty (60) hours in any one (1) calendar year. Compensatory time off shall be taken only when workloads allow and shall be approved by the Department Head.

Section 5.5 SALARY ADMINISTRATION.

- 5.5.1 All MSD personnel shall be paid according to the salary plan. The salary plan shall be updated annually with consideration given to MSD's fiscal situation, to attracting and retaining highly qualified personnel, and to equity of compensation between MSD salary plan and comparable rates of pay in public and private employment within the State of Oregon.
- 5.5.2 Employees shall be paid bi-weekly. Pay periods shall commence on Thursday and end on Wednesday two weeks later.
- 5.5.3 Payday shall fall bi-weekly and in no case shall more than six days' pay be held back. In the event the normal payday falls on a holiday, payday shall occur the last regular workday before the holiday.
- 5.5.4 Payroll deduction will be made for income tax withholding, union dues, FICA, and workman's compensation insurance,

and employees contributions to employee benefits as approved by the Director of Administration at the request of the employee.

- 5.5.5 Bi-weekly time sheets are kept by each employee. The bi-weekly time sheet records hours worked, vacation, holidays, sick leave, and other time record information, and will be used to facilitate generating the bi-weekly payroll.

## ARTICLE VI FRINGE BENEFITS

### Section 6.1 HOLIDAYS.

- 6.1.1 All permanent employees of MSD shall be entitled to the holidays listed below with pay. Permanent employees shall receive regular compensation; part-time employees shall not be compensated.
- a) New Years Day
  - b) Washington's Birthday
  - c) Memorial Day
  - d) Independence Day
  - e) Labor Day
  - f) Veterans Day
  - g) Thanksgiving Day
  - h) Christmas Day
  - i) Two Floating Holidays - Employees choice with Department Heads approval.
- 6.1.2 If any holiday falls on a Sunday, the following Monday shall be given as a holiday. If any holiday falls on a Saturday, the preceding Friday shall be given as a holiday.
- 6.1.3 Additional days appointed by the Congress of the United States or by the Governor of the State of Oregon as a legal holiday shall be observed by the MSD as a holiday.
- 6.1.4 A permanent employee who is required to work on a recognized holiday as part of his or her regular workweek shall be allowed time off computed at the overtime rate. Said time off shall be scheduled by the Department Head.
- 6.1.5 Holidays which occur during vacation or sick leave shall not be charged against such leave.
- 6.1.6 Probationary employees, other than those on probation due to promotion, shall not be eligible for the floating holidays until after the probationary period.

Section 6.2 VACATION.

- 6.2.1 All permanent employees shall be granted annual vacation leave with pay.
- 6.2.2 Employees shall not accumulate more than one year's earned vacation (see Section 6.3) without the specific approval of the Division Director. In no case shall vacation be accrued beyond the rate for two years.
- 6.2.3 Department Heads shall schedule vacation for their respective staff with due consideration for seniority, the desires of the staff, and the work requirements facing the department. Vacation schedules may be amended to allow the department to meet emergency situations.
- 6.2.4 Any employee who resigns, retires, or is laid off, suspended or discharged from employment with MSD, shall be entitled to an immediate lump sum payment for accrued and unused vacation at his or her existing salary rate provided that separation occurs after the initial probationary period has been served.

Section 6.3 VACATION CREDIT AND ACCRUAL RATE.

- 6.3.1 Vacation credit is earned at a rate determined by length of employment with MSD. If in a calendar year, an employee will have attained the following number of years of total service, then on January 1 of that year, the annual vacation leave shall accrue at the following rate:

<u>Total Years of Service</u>	<u>Accrual Rate Per Month Served</u>	<u>Vacation Leave Per Year</u>
Less than 1 yr.	3-1/3 hours	40 hours
1 through 4	6-2/3 hours	80 hours
5 through 14	10 hours	120 hours
15 through 24	13-1/3 hours	160 hours
25 years or more	16-2/3 hours	200 hours

Section 6.4 SICK LEAVE.

- 6.4.1 All permanent employees shall earn sick leave with full pay at a rate of four (4) hours per bi-weekly payroll period. Sick leave shall accrue from the date of employment, but shall not be accumulated in excess of 1440 hours. Sick leave will be available for use as it is earned.
- 6.4.2 Employees are eligible for sick leave for the following reasons:
  - a) Personal illness or physical disability;
  - b) Quarantine of an employee by a physician for non-

- occupationally related disability;
- c) Illness in the immediate family requiring the employee to remain with the family member.

- 6.4.3 Sick leave shall be charged as follows:
  - a) Employees shall be charged leave on the basis of actual time off work;
  - b) Not less than one (1) hour of sick leave may be charged for any portion of the workday missed due to sickness;
  - c) Sick leave shall not be taken until earned.
- 6.4.4 Abuse of the sick leave privilege shall be cause for disciplinary action. An employee who is unable to report to work because of any of the reasons set forth in Section 6.4.2 above, shall report the reason for the absence to his or her supervisor. Sick leave with pay may not be allowed unless such report has been made. Report of sick leave taken shall be made to the Division Director.
- 6.4.5 Unused sick leave credit shall not be compensated for in any way at the time of resignation or dismissal of any employee.
- 6.4.6 Unused sick leave will be converted, upon retirement, for those employees of MSD covered under MSD retirement program, to a supplement retirement pursuant to ORS 237.153.

## Section 6.5 MATERNITY LEAVE.

- 6.5.1 Upon application, supported by a statement of the attending physician, a leave of absence will be granted without pay for a period not to exceed six months in cases of the pregnancy of a permanent employee. Any employee requesting such a leave shall file such request in writing with the Division Director and attach thereto a statement of the attending physician.
- 6.5.2 Pregnant employees upon ceasing work may use such vacation and sick leave as she may have earned, except that such vacation time must have been regularly available to her during the calendar year and the sick leave shall not exceed the amount which has been earned up to the time the leave of absence begins. The leave of absence without pay shall commence immediately upon completion of the vacation and sick leave.

## Section 6.6 LEAVE OF ABSENCE WITHOUT PAY.

- 6.6.1 A permanent employee may be granted leave of absence without pay for a period not to exceed three (3) months, provided such leave can be scheduled without

adversely affecting the operations of MSD. Requests for leave of absence without pay shall be approved by the Division Director and shall contain reasonable justification.

Section 6.7 LEAVE OF ABSENCE WITH PAY.

- 6.7.1 Permanent employees may request leave of absence with pay for the purposes specified in this section. Each request shall be judged by the Division Director on its merit and on the basis of the guidelines provided in this section.
- 6.7.2 Compassionate Leave - In the event of a death in the immediate family, an employee may be granted leave of absence with pay not to exceed four working days. In the event of the death of an employee, fellow employees may be granted a reasonable time off to attend the funeral. Time not worked because of such absence shall not affect vacation or sick leave accrued.
- 6.7.3 Funeral Participation - When an employee serves as a pall bearer in a funeral ceremony, he or she may be granted a reasonable time off to perform such duty. Time not worked because of such absence shall not affect vacation or sick leave accrued.
- 6.7.4 Witness or Jury Duty - When a MSD employee is called for jury duty or is subpoenaed as a witness, he or she shall not suffer any loss of regular compensation during such absence. However, the amount of the compensation an employee receives for such duty shall be deducted from gross earnings and so indicated on payroll record. Time not worked because of such duty shall not affect vacation and sick leave accrued.
- 6.7.5 Military Leave - An employee who has successfully completed the probationary period and who is a member of the National Guard or a reserve component of the Armed Forces of the United States or of the United States Public Health Service shall be entitled, upon application, to a leave of absence for a period not exceeding fifteen calendar days in any one (1) calendar year. Such leave shall be granted without loss of time, and without impairment of merit ratings or other rights or benefits to which the employee is entitled. The amount of compensation a salaried employee receives for such duty shall be deducted from gross earnings and so indicated on the payroll record.

Military Leave with pay shall be granted only when an employee receives bonafied orders to temporary active training duty, and shall not be paid if the employee



does not return to his or her position immediately following the expiration of the period for which he or she was ordered to duty.

- 6.7.6 Conferences and Conventions - Decisions concerning attendance at conferences, conventions, or other meetings at MSD's expense shall be authorized by the Division Director. Permission shall be granted on the basis of an employee's participation in or the direct relation of his or her work to the subject matter of the meeting. MSD may pay for professional or trade membership for employees when deemed appropriate by the Division Director.

Section 6.8 EDUCATIONAL OPPORTUNITIES.

- 6.8.1 All MSD employees are encouraged to pursue educational opportunities which are directly related to the employee's work as well as any other opportunities which will add to the employee's education and/or skill level.
- 6.8.2 Employees who register for courses which are adjudged to be of direct and significant benefit to MSD may receive some form of compensation for expenses incurred by the employee for taking approved courses.
- 6.8.3 Approval of courses for which an employee may receive some form of compensation and the type and amount of compensation shall be made by the Division Director on an individual basis subject to budget limitations, prior to employee registration for the class.
- 6.8.4 Normally, the cost of textbooks and technical publications required for such courses shall be the responsibility of the employee. If MSD purchases any of the textbooks and publications for such courses, said textbooks and publications shall become the property of MSD.

Section 6.9 SOCIAL SECURITY.

- 6.9.1 MSD shall make the proper contribution to the Social Security Plan.

Section 6.10 WORKMAN'S COMPENSATION INSURANCE.

- 6.10.1 All employees are covered for medical expenses and disability benefits for injuries or illness resulting from employment. An injury or illness sustained on the job must be immediately reported. The appropriate accident report form must be completed and sent to the State Industrial Accident Fund of the State of Oregon.

- 6.10.3 The cost of Workman's Compensation Insurance is paid by MSD with the exception of the employee contributions mandated by the Workman's Compensation Law of the State of Oregon.
- 6.10.4 During an absence due to an industrial accident which has been accepted by the State Accident Insurance Fund, employees shall be entitled to receive an income supplement from the MSD in an amount equal to the difference between his or her daily base rate of pay and the amount received from the Fund per day. The employee shall receive such an income supplement for as many days as he or she had accrued sick leave on the day of the accident. The income supplement shall be charged against the employee's sick leave.

Section 6.11 INSURANCES.

- 6.11.1 All permanent employees receive health, life, disability, vision, and dental insurance and are members of MSD's retirement plan. Additional life insurance coverage may be purchased by the employee and the premium paid by the employee. Booklets describing these benefits are available.

ARTICLE 7 ORIENTATION

- Section 7.1 All new employees shall be provided with a copy of the Personnel Manual and other information about the structure, employees, and activities of this agency as may be deemed appropriate.

## CLASSIFICATION AND COMPENSATION PLAN

## NON-UNION SALARIED EMPLOYEES

July 1, 1976

POSITION	CLASS	MINIMUM	MAXIMUM
Clerk Typist	1	\$475/mo. \$5700/yr.	\$650/mo. \$7800/yr.
Secretary I, Instructor Volunteer Asst., Receptionist	2	\$575/mo. \$6900/yr.	\$750/mo. \$9000/yr.
Concession Supervisor Bookkeeper I, Secretary II	3	\$675/mo. \$8100/yr.	\$850/mo. \$10,200/yr.
Electronic Maint., Diet Tech., Veterinarian Tech., Volunteer Coordinator, Public Relation, Photographer, Executive Secretary, Draftsman I	4	\$775/mo. \$9300/yr.	\$1000/mo. \$12,000/yr.
Clerk of the Board, Graphic Designer, Draftsman II	5	\$900/mo. \$10,800/yr.	\$1150/mo. \$13,800/yr.
	6	\$1050/mo. \$12,600/yr.	\$1300/mo. \$15,600/yr.
Scrap Tire Disposal Manager, Engineer I	7	\$1200/mo. \$14,400/yr.	\$1475/mo. \$17,700/yr.

CLASSIFICATION AND COMPENSATION PLAN CHART, Cont.

NON-UNION SALARIED EMPLOYEES

July 1, 1976

	CLASS	MINIMUM	MAXIMUM
Animal Keeper Foreman, Maintenance Foreman, Engineer II	8	\$1375/mo. \$16,500/yr.	\$1650/mo. \$19,800/yr.
Veterinarian, Manager - Accounting System, Solid Waste Engineer, Engineer III Special Project Manager, Budget Officer	9	\$1550/mo. \$18,600/yr.	\$1900/mo. \$22,800/yr.
Associate Director for Research	10	\$1800/mo. \$21,600/yr.	\$2150/mo. \$25,800/yr.
Division Director	11	\$2100/mo. \$25,200/yr.	\$2500/mo. \$30,000/yr.

## CLASSIFICATION AND COMPENSATION PLAN

## UNION HOURLY EMPLOYEES

July 1, 1976

POSITION	ENTRANCE RATE	AFTER SIX MONTHS	AFTER ONE YEAR
Master Mechanic	\$7.27	\$	\$8.13
Maintenance Mechanic	7.07		7.28
Engineer-Railroad	7.07		7.28
Senior Animal Keeper	6.73		
Senior Gardener	6.71	7.04	7.48
Gardener II	5.83		6.60
Maintenance Worker II	5.83	6.12	6.60
Animal Keeper	5.56		6.34
Gardener I	5.33	5.73	5.93
Maintenance Worker I	5.33	5.73	5.93
Station Master	5.16	5.32	5.52
Laborer	4.98		
Clerk-Steno	4.37	4.67	4.96
Clerk	4.06	4.35	4.60
Typist/Receptionist	3.44	3.61	3.75
Counter/Sales*	2.40		2.60*
Cashier*	2.40		2.60*
Ride Attendants*	2.40		2.60*
*AFTER TWO YEARS	AFTER THREE YEARS	AFTER FOUR YEARS	AFTER 5 YEARS
\$2.80	\$3.00	\$3.25	\$3.50

77-911 WORK SCOPE MODIFICATION - SUBCONTRACT PHASE I ENGINEERING DESIGN

THE PUBLISHERS PAPER COMPANY HAS NOTIFIED THE METROPOLITAN SERVICE DISTRICT UNDER CONTRACT 77-036 THAT THEY WISH TO MAKE WORK SCOPE MODIFICATIONS RELATED TO THEIR SUBCONTRACTORS UNDER PHASE I ENGINEERING DESIGN. THE INFORMATION DESCRIBING THE SITUATION AND JUSTIFICATION FOR THIS REQUEST WILL BE PRESENTED AT THE BOARD MEETING.

THE MSD STAFF RECOMMENDS THE BOARD APPROVE THIS SUBCONTRACT MODIFICATION OF THE WORK SCOPE TO CONTRACT 77-036.

September 9, 1977

Mr. Chuck Kemper  
Metropolitan Service District  
1220 S. W. Morrison  
Portland, Oregon

Dear Chuck:

As you know, in order to maintain the quality and timeliness of the engineering design work being provided by Publishers Paper Co. to the Metropolitan Service District for the Phase I Engineering, I have had to make certain reassignments of the work being performed by Publisher's subcontractors. Specifically, to date, I have assigned the following Work Scope Items, previously to have been performed by Teledyne, to Bechtel. Bechtel will:

Task No. H-3

Describe and evaluate alternate processing plant systems, including an analysis of alternate process flow diagrams, preparation of capital and operating costs estimates and recommend a process flow scheme. (The alternates to be evaluated will be generally those discussed at the meeting held on August 3, recorded by Conference Notes No. S-36).

Task No. H-4

Prepare Mechanical Layouts, including plans and line layouts of the processing plant equipment and elevations of the critical interface areas.

Publishers will be meeting with Teledyne the first of next week to determine what ongoing role Teledyne will play in the Phase I work and I anticipate other work scope item reassignments will be required. Following this meeting

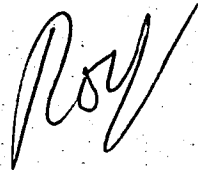


C. Kemper  
September 9, 1977  
Page 2

and the preparation of other required contractual arrangements,  
we will be presenting formal amended contracts between Publishers  
and their subcontractors for your approval.

Very truly yours,

Roy H. Ruel  
Chief Engineer



RHR:cn



77-912 CONTRACT 77-099 - SUNFLOWER RECYCLING

ON JUNE 1, 1977, THE ORDINANCES PERTAINING TO THE MSD SOLID WASTE MANAGEMENT PROGRAM BECAME EFFECTIVE. THESE ORDINANCES DEFINED A PROCESSING FACILITY TO MEAN A PLACE OR PIECE OF EQUIPMENT WHERE OR BY WHICH THE FORM, CONDITION OR CONTENT OF SOLID WASTE IS ALTERED. A COMPOSTING OPERATION IS CONSIDERED A PROCESSING FACILITY. SECTION 8(A)(3) OF ORDINANCE 47 MAKES IT UNLAWFUL FOR ANY PERSON TO OPERATE A PROCESSING FACILITY EXCEPT BY AGREEMENT WITH MSD. HOWEVER, SECTION 8(B) PROVIDES FOR EXEMPTIONS TO THE REQUIREMENTS OF SECTION 8(A)(3) IF THE SOLID WASTE PROCESS:

1. IS NOT PUTRESCIBLE;
2. HAS BEEN SOURCE-SEPARATED;
3. IS NOT AND WILL NOT BE MIXED BY TYPE WITH OTHER SOLID WASTE;
4. WILL BE REUSED OR RECYCLED; AND
5. WILL NOT BE PROCESSED FOR USE AS A FUEL OR A FUEL ADDITIVE IS USED SOLELY BY THE PERSON WHO OWNS OR OPERATES THE PROCESSING FACILITY.

FOR THE PURPOSES OF THIS EXEMPTION PUTRESCIBLE DOES NOT INCLUDE WOOD, DRY CARDBOARD OR PAPER UNCONTAMINATED BY FOOD WASTE OR PETROLEUM PRODUCTS.

SUNFLOWER RECYCLING CORPORATION, A NON-PROFIT CORPORATION, OPERATES A SMALL PROCESSING (COMPOSTING) FACILITY LOCATED AT 521 NE RUSSELL IN PORTLAND. SUNFLOWER RECEIVES, AT THE FACILITY, SOURCE-SEPARATED FOOD WASTE FROM THEIR COLLECTION OPERATION AND CLOUDBURST RECYCLING. THIS FOOD WASTE, APPROXIMATELY 200-400 GALLONS (1-2YD<sup>3</sup>) PER WEEK, IS COMPOSTED IN FOUR METAL BINS WITHIN A FULLY ENCLOSED BUILDING. THE COMPOSTING PROCESS TAKES THREE TO SIX WEEKS WITH AN ADDITIONAL THREE WEEKS FOR CURING. THE FINISHED PRODUCT IS MARKETED TO HOME GARDENERS AS A SOIL CONDITIONER.

SUNFLOWER CURRENTLY OPERATES THE FACILITY WITH A LETTER OF AUTHORIZATION FROM DEQ. THIS AUTHORIZATION EXPIRES ON NOVEMBER 30, 1977. BETWEEN COMMENCEMENT OF THE OPERATION IN JUNE AND NOVEMBER 30, 1977, SUNFLOWER WILL ANALYZE THE OPERATION AND DETERMINE THE FEASIBILITY OF CONTINUING THE COMPOSTING FACILITY.

IN ORDER FOR SUNFLOWER TO OPERATE IN CONFORMANCE WITH THE MSD CODE, THE MSD STAFF DRAFTED AN AGREEMENT IN ACCORDANCE WITH SECTION 8(A)(3) OF ORDINANCE 47. THIS AGREEMENT IS SIMILAR TO OTHER AGREEMENTS BETWEEN MSD AND OPERATORS OF PROCESSING FACILITIES, INCLUDING THE IMPOSITION OF USER FEES ON THOSE WASTES NOT EXEMPTED BY SECTION 8(B) OF ORDINANCE 47 (SEE ABOVE). THE AGREEMENT DOES NOT GUARANTEE THE FLOW OF SOLID WASTE TO THE FACILITY NOR DOES IT VEST RENEWAL RIGHTS OR INTEREST IN SUNFLOWER. THE TERMINATION OF THE AGREEMENT COINCIDES WITH THE TERMINATION OF THE DEQ LETTER OF AUTHORIZATION ON NOVEMBER 30, 1977. BRUCE NELSON OF SUNFLOWER HAS INDICATED THAT THIS AGREEMENT IS SATISFACTORY TO HIM (ATTACHMENT A). HOWEVER, HE REQUESTS CONSIDERATION OF ELIMINATING THE USER FEE. IT IS ESTIMATED BASED ON 400 GALLONS PER WEEK RECEIVED BY SUNFLOWER THAT THE MSD USER FEE AMOUNTS TO APPROXIMATELY \$16 ANNUALLY OR \$8 DURING THE TERM OF THIS AGREEMENT. MR. NELSON POINTS OUT THAT THE SOLID WASTE RECEIVED AT THE PROCESSING (COMPOSTING) FACILITY MEETS ALL THE REQUIREMENTS OF SECTION 8(B) EXCEPT THAT THE SOURCE-SEPARATED FOOD WASTE IS PUTRESCIBLE.

IT HAS BEEN THE POLICY OF MSD THAT SOLID WASTE RECEIVED AT A PROCESSING FACILITY IS EXEMPT FROM THE MSD USER FEE IF THE SOLID WASTE MEETS ALL THE REQUIREMENTS SET FORTH IN SECTION 8(B). EVEN THOUGH THE SOLID WASTE RECEIVED BY SUNFLOWER DOES NOT FULLY MEET THE EXEMPTION REQUIREMENTS OF SECTION 8(B), THE BASIC CONCEPT OF SOURCE SEPARATION IS PRESENT. SOURCE SEPARATED SOLID WASTE IS REGULATED BY MSD WHEN THE IMPACT ON THE HEALTH AND WELFARE OF THE PUBLIC OR THE IMPACT ON THE MSD ENERGY RECOVERY PROGRAM COULD BE DETRIMENTAL.

METROPOLITAN SERVICE DISTRICT  
BOARD ACTION

NO. 77-912 DATE 9-9-77  
YES NO ASST.

BARTELS  
GORDON  
McCREADY  
ROBNETT  
SALQUIST  
SHEA  
MILLER, CHAIRMAN

	YES	NO	ASST.
BARTELS			
GORDON			
McCREADY			
ROBNETT			
SALQUIST			
SHEA			
MILLER, CHAIRMAN			

*Frederic Miller*  
Clerk of the Board

THE SOLID WASTE COMMITTEE DISCUSSED THE FOLLOWING TWO ALTERNATIVES REGARDING THE IMPOSITION OF THE USER FEE ON THE SUNFLOWER OPERATIONS:

1. IMPOSE THE USER FEE

THIS OPTION WOULD BE CONSISTENT WITH OTHER AGREEMENTS BETWEEN MSD AND PROCESSING FACILITIES AND WOULD PROVIDE FUNDS FOR MSD PROGRAM ADMINISTRATION AND ENFORCEMENT.

2. EXEMPT THE USER FEE

THIS OPTION WOULD BE BASED ON THE PREMISE THAT THE SOLID WASTE RECEIVED BY SUNFLOWER IS IN KEEPING WITH THE CONCEPT OF EXEMPTING SOLID WASTE MEETING THE REQUIREMENTS OF SECTION 8(B) EVEN THOUGH ALL THE REQUIREMENTS SET FORTH IN THE SECTION ARE NOT SPECIFICALLY MET.

THE SOLID WASTE COMMITTEE RECOMMENDS THAT THE AGREEMENT BETWEEN MSD AND SUNFLOWER RECYCLING BE APPROVED, FURTHER, THAT THE MSD USER FEE BE IMPOSED ON THE SOLID WASTE RECEIVED AT THE FACILITY. IT WAS THE COMMITTEE'S FEELING THAT BY NOT REQUIRING SUNFLOWER TO PAY THE MSD USER FEE IT COULD POSSIBLY SET A PRECEDENT THAT MAY ADVERSELY AFFECT THE MSD SOLID WASTE MANAGEMENT PROGRAM. THE MSD STAFF CONCURS WITH THE SOLID WASTE COMMITTEE'S RECOMMENDATION AND SUPPORTS THE NEED TO BE CONSISTENT IN DEALING WITH OPERATORS OF PROCESSING FACILITIES BY ASSESSING THE USER FEE. HOWEVER, THE STAFF IS CONCERNED THAT A LARGE BURDEN WILL BE IMPOSED ON SUNFLOWER TO ACCOUNT FOR THE USER FEE GENERATED (LESS THAN \$1.50 PER MONTH). THEREFORE, THE STAFF PROPOSES THAT THE BOARD RECOGNIZE THAT THE USER FEES ARE REQUIRED TO BE PAID TO MSD BY THE SUNFLOWER RECYCLING CORPORATION FOR PROGRAM ADMINISTRATION AND ENFORCEMENT ON ALL SOLID WASTE NOT MEETING THE REQUIREMENT OF SECTION 8(B) OF ORDINANCE 47, BUT RELIEVE SUNFLOWER FROM PAYING THE USER FEE BECAUSE OF THE MINOR AMOUNT. IT SHOULD BE STRESSED THAT IF THE SUNFLOWER OPERATION INCREASES IN SIZE THEN THE VARIANCE FOR THE SUBMITTAL OF THE USER FEE BE REVIEWED.

RECEIVED  
AUG 19 1977

ATTACHMENT A

5121 NE Cleveland  
Portland, Ore. 97211  
18 August 1977

To the Director of MSD Solid Waste,  
METRO SERVICE DISTRICT

As spelled out by MSD ordinance #47, Sunflower Recycling is required to get MSD approval or certification for Sunflower's composting facility.

In neither ordinance #47 nor #48 can I find any clause stating that user fees are to be collected from processing facilities though I can find many references to fees from disposal sites. Have I just overlooked some specific clause relevant to processing facilities, did a previous ordinance refer to such a fee structure, or is this all a technical oversight?

In proposed contract 77-099 between Sunflower Recycling and MSD, Sections 7 and 8 make specific references to the user fees to be collected by operators of processing facilities and paid to MSD. This amount, based on my estimations, would amount to less than \$100 yearly. Sunflower's composting operation 1) uses source separated food scraps which 2) are and will not be mixed with other solid wastes, 3) will be recycled, 4) will not be processed for use as a fuel or a fuel additive unless the fuel or fuel additive is used solely by the person who owns or operates the processing facility. (Ordinance #47, Section 8 b). The finished compost which is made from kitchen scraps, dirt, rabbit manure, and grass clippings is intended to be sold as a soil conditioner to home gardeners. Section 5 - u - 3 of Ordinance #47 could be interpreted to include our finished compost as being "fertilizer". I would not advertise our product as such because of its low nitrogen content but the intent of this clause (Section 5 - U - 3) could be interpreted to include our product.

I would like clarification from you as to whether my interpretation of Section 5 - U - 3 is correct. If it is, then Sunflower Recycling still needs to have an agreement with MSD to operate our processing facility. Contract 77 - 099 is agreeable to me with the following deletions:

1. In Agreement #7, "Payment of the user fees will be in addition to any other charges levied by Sunflower."
2. All of Agreement #8

If my interpretation of Section 5 - U - 3 of Ordinance #47 is incorrect, then I request that you recommend to the Board of Directors of MSD that Sunflower Recycling be granted a variance from Section 17 of Ordinance #47 for operation of our composting - processing facility. I request this because our processing facility diverts materials from decreasingly available landfill area, helps increase the percentage of household wastes that can be recycled, saves energy and can generate *some* income to offset processing costs (Ordinance #47, Section 1, A, C, E, F).

Furthermore, this processing facility works towards protecting the health, safety, and welfare of the people in the district; meets the solid waste management goals of the EQC; and reduces dependency upon sanitary landfills (Ordinance #47, Section 4 - A).

Furthermore the processing facility only works with source separated raw materials - household food scraps, animal manure (usually rabbit), dirt, and grass clippings. I do not believe that it is the intention of Ordinance #47 to put hardships on this unique and small processing facility.

RED BALL AUTOMATIC FIRE EQUIPMENT  
CONVENTIONAL FIRE FIGHTING EQUIPMENT

FIBERGLAS INSULATION  
PROTECTOWIRE FIRE ALARM SYSTEMS

**ARTHUR A. FLETCHER**

MEMBER OF  
ROC-MOR DIRECT SALES GROUP  
PHONE EAST 1053  
1705 N. E. COUCH  
PORTLAND 14, OREGON

I look forward to your assistance in this process so that  
we may all move on to other things. Thanks for your help.

- 21 -

Sincerely,  
*Bruce Nelson*  
Bruce Nelson  
Sunflower Recycling

AGREEMENT

PARTIES:

METROPOLITAN SERVICE DISTRICT OF PORTLAND, OREGON,  
a municipal corporation organized and existing under the  
laws of the State of Oregon, (hereafter MSD).

SUNFLOWER RECYCLING CORPORATION, a non-profit corpor-  
ation organized and existing under the laws of the State of  
Oregon, (hereafter Sunflower).

DATE:

RECITALS:

1. Sunflower owns and operates a processing facility,  
(the Facility) as defined in MSD Ordinance 47, (the Ordinance),  
located at 521 NE Russet in Portland, Oregon. The Facility  
presently accepts and composts solid wastes as defined in the  
Ordinance collected by Sunflower and Cloudburst Recycling,  
principally food wastes.

2. MSD is implementing, effective June 1, 1977,  
its Solid Waste Management Program, which includes the cer-  
tification of all landfills in the District and prohibits  
the operation of processing facilities and transfer stations,  
except by agreement with MSD.

3. MSD's Ordinance provides that solid wastes must  
be taken to a landfill certified or approved by MSD or to a  
transfer station or processing facility operated by or under  
agreement with MSD.

4. (a) MSD's program will be implemented in three phases. Phase I will include the design, construction, and beginning of operation for a processing facility in Oregon City capable of accepting approximately 1200 tons of solid waste each day or approximately 400,000 tons per year. It is expected that most of the solid wastes for this facility will be drawn from the southern half of the MSD area.

(b) Phase II calls for the design, construction, and beginning of operation of a processing facility in the north end of the MSD region. The size and capabilities of this facility are not as definite.

(c) Phase III currently is defined as when the two processing facilities are operational.

5. At each facility, resources, such as refuse derived fuel and ferrous metals, will be recovered and sold. The fuel will probably be sold on long term contracts requiring a guarantee by MSD of a reliable and continuous supply. The giving of such a guarantee means that MSD must be able to control the flow of solid wastes to its facilities or facilities designated by MSD. MSD's ability to solve the Portland metropolitan solid waste disposal problems depends in large measure on the sale contracts for recovered resources, especially the refuse derived fuel.

AGREEMENT:

6. Sunflower may continue to operate the Facility during the term of this agreement in accordance with the letter dated May 10, 1977, from Mr. Bruce Nelson to Mr. Charles Gray,

attached hereto and marked Exhibit A, and the letter of authorization from the State of Oregon Department of Environmental Quality No. A-92 dated June 15, 1977, attached hereto and marked Exhibit B. Sunflower shall accept at the facility only source-separated food waste and shall not accept mixed loads of solid waste.

Solid waste received shall be controlled to prevent rodent and insect infestations or other unsanitary conditions.

Noxious odors shall be controlled to prevent a public nuisance. The finished compost material shall be properly stored to prevent any vector nuisances.

Manual handling of solid waste shall be carefully controlled to prevent transmission of diseases therefrom or substances which could affect the health of sunflower employees and public. Within 30 days of the execution of this agreement, Sunflower shall submit to MSD a list of measures used to handle this concern.

7. Sunflower recognizes that it is subject to payment of the MSD user fees set forth in the attached Schedule A for solid wastes generated within the MSD and accepted at the Facility except solid wastes that:

- a. are not putrescible, and
- b. have been source-separated, and
- c. are not and will not be mixed by type with other solid wastes, and
- d. will be reused or recycled.

For the purpose of this section, putrescible does not include wood, dry cardboard or paper uncontaminated by food wastes or



petroleum products.

However, MSD agrees to waive payment of the user fee payable during the term of this agreement due to the small size of the Facility's operation, its experimental nature, the heavy cost burden of Sunflower setting up an accounting system to comply with MSD Ordinance 48 and the heavy cost to MSD of auditing and insuring payment of said fees.

8. Sunflower will file monthly with MSD a report indicating the types and quantities of solid wastes accepted.

Prior to November 30, 1977, Sunflower shall submit a report containing the following:

<u>Compost Data</u>	<u>Frequency of Data</u>
Temperature	Every turning
pH	Weekly
Moisture	Weekly
Carbon-nitrate ratio	Weekly
Compost chemical analysis	Every three months
Market information	

9. Sunflower will file monthly with MSD a report indicating the types and quantities of solid wastes accepted.

10. MSD may inspect the property and improvements constituting the Facility in accordance with Ordinances 47 and 48.

11. Any notices required to be given under this agreement shall be given to Sunflower at 5124 N.E. Cleveland, Portland, Oregon and to MSD, c/o Director, Solid Waste Division, Room 300, 1220 S.W. Morrison, Portland, Oregon.

12. Sunflower will notify MSD in writing immediately upon any material change in its operation as outlined in

in Exhibits A or B or as presently conducted.

13. This agreement does not eliminate or reduce the necessity of a DEQ permit and compliance with DEQ statutes and rules.

14. (a) Sunflower understands that when MSD's first processing facility becomes operational it will be necessary for solid wastes generated in at least the southern half of the MSD area to be directed exclusively to the first processing facility in order to meet the tonnage demands. It may be necessary for MSD to direct solid wastes presently going to Sunflower to the MSD's processing facility in order to guarantee quantities and solve an area-wide problem. Sunflower understands and agrees that this agreement does not vest any right or privilege in Sunflower to receive solid wastes generated within the MSD boundaries. Sunflower understands and agrees that any improvements made at the Facility are made at its risk. MSD makes no guarantee, commitment or agreement that solid wastes generated in the MSD area will come to the Facility.

(b) Sunflower understands and agrees that this agreement is a temporary agreement to operate and vests no renewal rights in Sunflower or rights to a contested case hearing. This agreement is not intended in any way to be a commitment or understanding that MSD will buy or use the Facility as the north processing facility or part of a facility or that MSD will contract with Sunflower to design, construct or operate the north processing facility.

15. (a) This agreement may be terminated by MSD if after five (5) days notice of a violation of this agreement,

any MSD ordinance, rule or regulation, the Sunflower letter of authorization No. A-92 from DEQ, or of any DEQ statute, rule or regulation, such violation continues or re-occurs, provided, however, if there is serious danger to the public health or safety this agreement may be terminated immediately.

(b) Except as provided in paragraph 15(a), this agreement will terminate on November 30, 1977.

16. Sunflower may not under any condition transfer or assign this agreement.

17. In the event of litigation concerning this agreement, the prevailing party is entitled to reasonable attorneys fees to be determined by the Court, including reasonable fees on appeal.

18. If any provision is declared invalid or enforceable, the validity or enforceability of the remaining provision shall not be impaired.

Date: \_\_\_\_\_

METROPOLITAN SERVICE DISTRICT

\_\_\_\_\_

Date: \_\_\_\_\_

SUNFLOWER RECYCLING CORPORATION

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
MSD Attorney

RECEIVED  
MAY 12 1977

METRO SERVICE DISTRICT

5124 NE Cleveland  
Portland, Ore. 97211  
281-0448  
10 May 1977

Mr. Gray,

EXHIBIT A

On behalf of Sunflower Recycling, I am requesting that your office grant Sunflower Recycling a 6 month temporary permit to aerobically compost home separated, home collected kitchen scraps at the Sunflower warehouse at 521 NE Russet, Portland, Oregon. This permit will hopefully run from 1 June 1977 to 30 Nov. 1977. On or around 15 November 1977 your office will consider an extension of this permit based on your evaluation of our performance.

The composting operation will take place in a locked, roofed 15 feet by 6 feet by 7 feet cabin adjacent to Sunflower Recycling warehouse which is rented from the Oregon State Highway Division. This property is zoned M- 2. Bruce Nelson will be responsible for overseeing all aspects of the composting operation. Cloudburst Recycling and Sunflower Recycling are responsible for collection and delivery of the home segregated kitchen scraps.

The composting cabin has 4 metal enclosed composting bins. Each bin is approximately 5 feet by 3 feet by 3 feet and constructed in such a manner as to keep rats out. Each week, the two recycling firms will deliver 200 to 400 gallons of kitchen scraps to the composting plant. These scraps will be layered in a bin with a nitrogen source - grass clippings or animal manures. A bin once half full will no longer receive fresh kitchen scraps. At this point another bin will be used for incoming kitchen scraps. This rotational method will allow for simultaneous composting of kitchen scraps in various stages of decomposition without undue mixing of raw scraps ~~xxxxxxx~~ with partially composted scraps.

Materials in the composting bins will be turned manually every two to three days, depending upon moisture, temperature, smell, and appearance of the compost pile. The estimated time for compost processing is 3 to 6 weeks with an additional 3 weeks for curing in bins adjacent to the composting cabin. At this stage, the finished compost will be marketed to home gardeners as a soil conditioner or stored for later marketing.

The 6 month period of operations, which hopefully will lead to a longer range license and larger scale operation after 30 November 1977 will be a time of gathering experimental data on the operation so as to gain deeper understandings of: a) the technical operations of such a facility, b) the marketing potential for finished compost, c) the financial costs of such an operation, and d) the chemical analysis of the finished product.

Specifically the following data will be collected: 1) temperature in various pile locations, visual appearance, and smell - every turning or every two to three days, 2) pile pH and moisture content - once a week, 3) volume of kitchen scraps to nitrogen source - weekly (an approximation of carbon:nitrogen ratio), 4) records of volumes, prices and dates of compost sold as well as use as stated by purchaser, 5) a log of time spent in processing pile, an estimate of time involved

in collection and delivery of kitchen scraps, and an estimate of other time spent in the operation, 6) every 3 months finished compost samples will be sent to the Oregon State Extension Service for chemical analysis.

Our facility has been approved by Art Bloom of Multnomah County Health Department, Environmental Services Division, for composting operations.

I am hopeful that I can begin composting by 1 June 1977.

Sincerely,  
*Bruce Nelson*  
Bruce Nelson

cc: Ron Perkins - Portland Solid Waste Advisory Committee  
Art Bloom, Multnomah County Health Department  
Mike Murphy, Sunflower Recycling  
David McMahon, Cloudburst Recycling  
Jane Cease, DEQ Recycling Information Office  
Bill Dana, DEQ Solid Waste  
Chuck Kemper, Metropolitan Service District

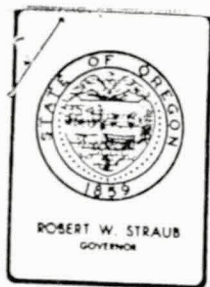


EXHIBIT B

*Department of Environmental Quality*

1234 S.W. MORRISON STREET, PORTLAND, OREGON 97205 Telephone (503) 229- 5288

June 15, 1977

Mr. Bruce Nelson  
5124 N.E. Cleveland  
Portland, Oregon 97211

Re: SW - General  
Multnomah County  
Letter of Authorization,  
No. A-92

Dear Mr. Nelson:

This will acknowledge receipt of your letter dated May 10, 1977 regarding a composting operation to be located at 521 N.E. Russett, Portland, Oregon.

As we understand it, Mr. Nelson, you are representing Sun-flower Recycling. You are requesting permission to operate a small composting operation consisting of four metal enclosed bins to be located in a locked building. Each bin is five feet by three feet by three feet in size. The bins are rodent-proof in construction.

The operation will consist of 200 to 400 gallons of wet garbage (selected kitchen scraps) coming in each week for composting. Finished compost is to be sold to home gardeners.

This letter authorizes you to receive and compost wet garbage under the following conditions and limitations:

1. The volume of wet garbage received and processed shall be controlled to prevent rodent and insect infestations or other unsanitary conditions.
2. The finished compost material shall be properly stored to prevent any vector nuisances.
3. Noxious odors shall be controlled to prevent a public nuisance.
4. This letter of authorization is effective immediately and shall terminate on November 30, 1977.



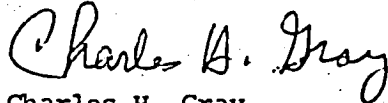
Mr. Bruce Nelson  
Page 2  
June 15, 1977

5. Pursuant to Oregon Administrative Rules (OAR) Chapter 340, Section 61-020 (5), the disposal site operation is at any time subject to termination immediately upon request by the Department.

If you should have any further questions, please feel free to contact me at 229-5288.

Sincerely,

WILLIAM H. YOUNG  
Director



Charles H. Gray  
Assistant Regional Manager  
Portland Region

CHG/mkw

cc: Metropolitan Service District ✓  
Multnomah County Health Department  
Attention: Mr. Art Bloom  
Recycling Section, DEQ  
Attention: Ms. Jane Chase  
Solid Waste Management Section, DEQ

## SCHEDULE A

During Phase I of the MSD Program, the following user fees shall be collected and paid by the operators of solid waste disposal sites and processing facilities in accordance with Ordinances 47 and 48:

- A. Non-compacted solid waste 16¢ per cubic yard delivered.
- B. Compacted solid waste 28¢ per cubic yard delivered.
- C. All material delivered in private cars, station wagons, vans, single and two-wheel trailers, and trucks with rated capacities of less than one ton will be computed at the rate of 16¢ per cubic yard with a minimum charge of 35¢ per load.
- D. The user fees for solid waste delivered in units less than a whole cubic yard shall be determined and collected on a basis proportional to the fractional yardage delivered. For example, 4½ cubic yards of non-compacted solid waste would require a user fee of 72¢.



77-913 CONTRACT 77-102 - FOREST GROVE TRANSFER STATION

(SET OVER TO SEPTEMBER 23, 1977)

77-914 CONTRACT 77-107 - WARNER WALKER & MACY - ZOO DEVELOPMENT PLAN

AT THE JULY 22, 1977, MEETING OF THE MSD BOARD THE SELECTION OF THE FIRM OF WARNER, WALKER & MACY WAS APPROVED FOR THE DEVELOPMENT OF A CAPITAL IMPROVEMENT PROGRAM FOR THE ZOO. THE STAFF HAS BEEN INVOLVED IN NUMEROUS MEETINGS WITH THIS FIRM AND HAVE DEVELOPED AND NEGOTIATED A CONTRACT OF \$50,000 TO ACCOMPLISH A WORKSCOPE THAT WILL PROVIDE THE MSD WITH AN IMPLEMENTABLE DEVELOPMENT PROGRAM FOR THE NEXT FOUR YEARS AND WHICH WILL ALSO PROVIDE SEVERAL PROJECTS TO BE SPUN-OFF IN TIME FOR IMPLEMENTATION PRIOR TO NEXT SUMMER. THE CONTRACT WITH THE WORKSCOPE IS ATTACHED.

THE STAFF RECOMMENDS THAT THE BOARD APPROVE THE ATTACHED CONTRACT 77-107 WITH WARNER, WALKER & MACY, WITH A TOTAL EXPENDITURE NOT TO EXCEED \$50,000, AND SUBJECT TO LEGAL COUNSEL REVIEW.

*Set over to Sept. 23, 1977.*

9/7/77

AGREEMENT

This Agreement is made this Sixth day of September, 1977, between the Metropolitan Service District, a municipal corporation (MSD), 1220 SW Morrison, Portland, Oregon 97205, and Warner, Walker and Macy, 123 NW Second Avenue, Portland, Oregon (Contractor).

This Agreement is exclusively for personal services. Contractor will perform the services described in the Scope of Work, attached as Appendix B, in accordance with accepted standards of quality. Contractor will deliver to MSD the material(s) described in the Scope of Work attached as Appendix B. The services will be performed by or under the personal supervision of J. Douglas Macy for the Contractor and Warren Iliff for MSD.

It is understood and agreed to that Warner, Walker & Macy have full responsibility for the performance of the services required by this Agreement, but, will subcontract with Gordon Hilker, Interpretive Planner, and with Lord & LeBlanc, Economics Consultants, for selected work tasks.

This Agreement will begin when it has been signed by both parties and will be completed no later than March 15, 1978.

MSD will make every effort to pay Contractor's periodic statements within 30 days after submission. MSD will reserve 10% of all billings until completion of total project. Within 30 days after completion of the project and acceptance of the Contractor's work, the withheld 10% of the Contractor's billings will be paid. The maximum fee payable under this Agreement is \$50,000. Each billing to MSD will show the time claimed and an itemization of out-of-pocket expenses, will be certified by the Contractor and will be accompanied by a narrative of the work completed during the billing period. Subject to the above total project cost limitation, MSD, will pay Contractor for actual out-of-pocket expenses so long as these costs do not exceed \$1,000 per month. Any costs in excess of \$1,000 per month must be approved in writing by the Zoo Director.

MSD will pay Contractor upon submission and approval of monthly statements itemizing the work performed. However, the total amount paid to the Contractor shall not exceed the following limits:

Prior to acceptance of Phase I	\$10,000.
Prior to acceptance of Phase II	\$25,000. in combination w/Phase I
Prior to acceptance of Phase III	\$45,000. in combination w/Phase I & II

Contractor is an independent contractor and assumes full responsibility for the content of its work and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Agreement, and shall indemnify and save MSD harmless from all claims, demands, actions, and expense on account thereof.

This Agreement may be terminated by MSD upon giving the Contractor fourteen (14) days written notice. Time expended and expenses incurred by Contractor and subcontractors up to the termination date shall be paid for by MSD. Termination by MSD will not waive any claims or remedies it may have against Contractor.

Appendix A (General Conditions for Public Contracts) is incorporated herein by reference as if fully set forth and Contractor will comply with all appropriate provisions.

Date: \_\_\_\_\_ METROPOLITAN SERVICE DISTRICT

By \_\_\_\_\_

Date: \_\_\_\_\_  
Contractor

GENERAL CONDITIONS FOR PUBLIC CONTRACTS

1. Contractor means the person, partnership, corporation or other entity entering into a public contract with the Metropolitan Service District.
2. Pursuant to ORS 279.312, the Contractor shall:
  - a. Make payment promptly, as due, to all persons supplying to such Contractor, labor or material for the prosecution of the work provided for in the public contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against the MSD on account of any labor or material furnished.
  - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
3. Pursuant to ORS 279.314, if the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, an authorized representative of the MSD may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of his contract. The payment of a claim in this manner shall not relieve the Contractor, or his surety, from his or its obligation with respect to any unpaid claims.
4. Pursuant to ORS 279.316, no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it.

and in such cases, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday as specified in ORS 187.010, except Veterans Day.

5. Pursuant to ORS 279.320, Contractor shall promptly, as due, make payment to any person, partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of his employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

APPENDIX B  
ZOO DEVELOPMENT PROGRAM - SCOPE OF WORK

GOAL

To make physical improvements to the zoo in order to increase attendance, length of visit and revenue while increasing patron enjoyment of the facilities. Improvements must be consistent with long range plans (ten years) for the zoo, but they must be completed before May, 1980. Some improvements must be completed prior to the summer seasons of 1978, 1979 and 1980.

SCOPE OF WORK

Phase I (Estimated cost \$9,000; Estimated completion date November 15, 1977).

Collect and Analyze Base Data

This section of the work is intended to provide the consultant team and zoo administration with a common data base that accurately represents conditions as they exist today. It is also important as a basis for decision making in following phases and will make it easier to explain the rationale for design, phasing and cost proposals to the Zoo Advisory Board and others during the project. The data to be collected and analyzed are as follows:

A. Physical Site Characteristics;

1. Land ownership and surrounding uses
2. Traffic and transit access
3. Topography and aspects
4. Soils and geologic hazards
5. Vegetation
6. Visual qualities
7. Existing structures (buildings, fences, walls, etc.)
8. Utility and service structures

B. Operational and Administrative Analysis

1. Maintenance
2. Service access and requirements
3. Existing pedestrian flow
4. Existing exhibit content and balance
5. Existing programs and activities
6. Visitor services
7. Habitat requirements for animals
8. Attendance and visitation
9. Operations, maintenance and administration costs

C. MSD Board Member Informal Reviews

For information purposes and acceptance, the MSD Board will receive a written report that summarizes the data base.

Phase II

- A. Framework System (Estimated cost \$17,000; Estimated completion date January 15, 1978). Develop a "framework", i.e. skeletal structure or system, to help unify the zoo, develop a "unique ambience" and provide visitors with a sense of "place" and which includes consideration of at least the following elements:

1. Program/exhibit content
2. Vegetation patterns
3. Pedestrian circulation (sorting techniques, etc.)
4. Exterior use areas
5. Exterior lighting, seating, trash receptacles and other site furniture
6. Signing and graphics
7. Rain protection

The Contractor will evaluate "framework" options in terms of probable capital costs, operational and maintenance considerations, probable impact on visitors, probable impact on revenues, visibility of improvements, and



"fit" with Washington Park Zoo goals and objectives. The Contractor will also recommend a "framework" system to the MSD Board for approval.

- B. Develop a list of implementable projects in narrative form. Work with the Zoo Director to select high priority projects for rapid implementation. The Contractor will make recommendations on these high priority projects to the MSD Board for approval.
- C. The Contractor will present the "framework" options and the recommended high priority projects to the Board in the form of narrative, maps, graphics, etc. as appropriate.

Phase III (Estimated Cost \$24,000; Estimated completion date March 15, 1978)

- A. Based on the approved "framework", the Contractor will prepare an implementation program which includes at least the following:
  - 1. Development of design guidelines and materials lists.
  - 2. Development of zoological guidelines (to be prepared by zoo staff).
  - 3. Evaluation of approximately 20 to 25 possible improvement projects to assess benefit/cost ratios, "fit" with adopted goals and guidelines, impact on visitors, financing options, and length of design/construction period.
  - 4. Preparation of a priority ranking system for all of the projects that will include but not be limited to the following:
    - a. Suggested time schedules
    - b. Estimated budgets
    - c. Engineering and utility services analysis
    - d. Visitor appeal
    - e. Economic analysis for each project covering visitor spending impact during construction; cash flow for payment of construction costs; and a final cost benefit analysis.

f. Operational and maintenance cost impact.

5. Preparation of narrative maps, drawings, sketches, charts, tables, etc. to illustrate the proposed implementation program.

( THESE DRAWINGS WILL DEPICT  
THE SCALE AND RELATIONSHIP OF PROJECT COMPONENTS, DESIGN  
nature of a scheme, diagrammatic ) for not more than 15 areas of the zoo.  
TREATMENT, MATERIALS AND CHARACTER OF CONSTRUCTION, UTILITY  
SERVICES REQUIRED, AND STATEMENT OF PROBABLE CONSTRUCTION COST )  
PP The following 15 areas have been preliminarily identified by the Zoo

Director as the most important areas for consideration under this Contract.

It is understood that the Zoo Director may elect to modify this list of identified areas prior to the commencement of the Contractor's work on Phase III.

1. Zoo Entryway - with consideration of its relocation to be more central to the parking lot (or other alternatives), total zoo grounds and other Washington Park facilities. This is a long range, post-1980 project, but one which will have impact on current developmental decisions.
2. Entrance Plaza - to include approaches to the entry gates as well as the interior visitor services (food, souvenir and train facilities) and the adjacent sculpture, rose, Japanese and rhododendron garden areas for immediate improvements aesthetically and functionally.
3. New Children's Zoo - with long range considerations for redevelopment adjacent to or on the site of the current entryway.
4. Waterfowl Ponds - for immediate small scale development for the exhibit of native animals.
5. Cascades Exhibit - a long range project consistent with the proposed relocation of the entryway and the acquisition of the "nature trail" land that is immediately adjacent to the zoo and below the solar energy house (Tera One).

6. Feline and Bear Enclosures - for aesthetic improvements.
7. Bird Walk - for development on the lower hillside area adjacent to and extending from the visitor path around the penguinarium.
8. Primate Exhibits - to develop alternative exhibit facilities for at least one species of great apes and six species of gibbons and monkeys.
9. Bird and Reptile House - to renovate and further enclose this facility for utilization in the display of birds and reptiles that require climate controlled conditions.
10. Oregon Coast Exhibit - for modification of existing design and incorporation into the visitor circulation.
11. Elephant House - for immediate improvements and to allow for an outdoor viewing area, on-site hay storage, improved animal handling and an elephant museum.
12. Train Loop - for development of a lemur island exhibit.
13. Giraffe/African Complex - for immediate improvements to enable the incorporation of handling and exhibiting such species as hippos, cranes, rhinos, and arboreal primates.
14. Railroad - for long range development of areas both immediately adjacent to the zoo's current exhibit area as well as further along the train route as display areas for larger native wildlife. Such development should anticipate a future entryway and incorporate the addition of an already designed "covered bridge".
15. Office and Service Areas - for immediate improvement to allow for better management, security, communications, etc., throughout the zoo; all office storage, maintenance, employee, and other non-public areas should be reviewed and where necessary upgraded.

Because of the tight budget constraints, the Contractor will not be asked to expend more than \$12,000 (including time and materials) on the preparation of schematic designs. In the event this amount of money is insufficient to prepare schematic designs for all 15 areas, ~~the Zoo Director shall determine which areas have the highest priority and shall indicate to the Contractor, in writing, which projects are to be worked upon and the approximate budget for each project.~~ <sup>THOSE PROJECTS WITH DEVELOPMENT POTENTIAL WITHIN THE CURRENT LEVY TIME-FRAME WILL RECEIVE</sup>

The Contractor will present the Implementation Program (including schematic designs) to the MSD Board of approval.

OTHER BUSINESS

77-915 ZOO "SPOOK RIDE" EXPENDITURE

THE 1977-78 BUDGET FOR THE ZOO DIVISION SHOWS \$3,500 BUDGETED IN THE DEPARTMENT OF VISITOR SERVICES FOR THE SPOOK RIDES. THE BOARD SHOULD UNDERSTAND THAT THIS FIGURE DOES NOT REPRESENT THE FULL COST ASSOCIATED WITH THIS EVENT. COSTS ASSOCIATED WITH THE OPERATION OF THE TRAIN, CONCESSIONS, CONSTRUCTION AND MAINTENANCE, PUBLIC INFORMATION, SUPPLIES, NEW DISPLAYS AND EXHIBITS, ADDITIONAL SECURITY, LOSS FOR VANDALISM, FOOD FOR VOLUNTEERS, ETC., COME IN PART FROM LINE ITEM OBJECTS IN THE BUDGETS OF THE VARIOUS DEPARTMENTS.

THESE COSTS HAVE BEEN MET IN THE PAST BY REVENUES AMOUNTING UP TO \$17,445 IN 1974. IN FACT A 1974 REPORT INDICATES A PROFIT OF \$6,511 BUT THIS DOES NOT ACCOUNT FOR 1,000 HOURS OF DONATED LABOR.

THIS YEAR WE WOULD LIKE TO KEEP VERY ACCURATE TRACK OF THE INCOME GENERATED BY THIS EVENT AND ALL COSTS ATTRIBUTED TO IT AND SHOW BOTH AS PART OF NEXT YEAR'S BUDGET. WE PROBABLY WILL NEED TO SUBMIT A SUPPLEMENTAL BUDGET TO HAVE THE BOARD ALLOCATE THE INCOME GENERATED BY THE SPOOK RIDES TO REIMBURSE DEPARTMENTAL BUDGETS ABSORBING THESE COSTS AT THIS TIME BECAUSE THESE COSTS WERE NOT ANTICIPATED IN THE BUDGET AS ADOPTED.

OTHER IMPROVEMENTS ARE THAT THE WALKTHROUGH IS BEING ELIMINATED BECAUSE WE HAVE BEEN UNABLE TO OBTAIN FIRE CODE PERMISSION TO USE TEMPORARY ELECTRICAL HOOK-UPS AND BECAUSE OF THIS WE WILL BE DEVELOPING MORE RIDE-PAST EXHIBITS. ANOTHER IMPROVEMENT WILL BE TO HAVE ENTERTAINMENT INSIDE THE ZOO SO THAT THE LONG LINES WON'T FORM AND VISITORS WON'T HAVE TO ENDURE MINDLESS HOURS OF WAITING.

FROM BOTH AN OPERATIONAL AS WELL AS AN ADMINISTRATIVE STANDPOINT,  
THE SPOOK RIDES WILL BE SIGNIFICANTLY IMPROVED,

THE ABOVE IS INFORMATIONAL ONLY AND TO ALERT THE BOARD THAT  
AT A LATER DATE THE STAFF MAY RECOMMEND ADJUSTMENTS TO THE  
ANNUAL BUDGET WITH THEIR SUPPLEMENTAL SUBMISSIONS LATER IN  
THE FISCAL YEAR.

OTHER BUSINESS

77-916 MSD OFFICE TELEPHONE SYSTEM

AT THE LAST BOARD MEETING THIS ITEM WAS ON THE AGENDA. SOME OF THE BOARD MEMBERS HAD RECEIVED FROM THEIR OWN GOVERNMENTAL ENTITIES, INFORMATION WHICH WOULD AFFECT THIS ITEM AND SO NO ACTION WAS TAKEN PENDING CLARIFICATION OF THIS NEW DATA. DURING THE INTERIM BOTH THE TELEPHONE COMPANY AND THE SUPPORT SERVICES DIVISION OF MULTNOMAH COUNTY HAVE SUPPLIED THE ADDITIONAL DATA.

THE DEADLINE FOR PHONE NUMBERS IN THE NEXT DIRECTORY IS SEPTEMBER 16, 1977.

THE ORIGINAL REASONS FOR THIS PROPOSAL WERE A REDUCTION IN PHONE COSTS AND AT THE SAME TIME INCREASING OUR BENEFITS AND CAPABILITIES FOR THIS PHONE SYSTEM. THESE REASONS ARE STILL VALID AND THE STAFF RECOMMENDS THAT THE MSD OFFICE TELEPHONE SYSTEM BE CHANGED TO THE MULTNOMAH COUNTY CENTREX SYSTEM AND THAT AN AGREEMENT WITH MULTNOMAH COUNTY FOR USING THIS SYSTEM BE APPROVED.

METROPOLITAN SERVICE DISTRICT  
BOARD ACTION

NO. 77-916 DATE 9-9-77  
YES NO ABST.

	YES	NO	ABST.
BARTELS	/		
GORDON	/		
McCREADY	/		
ROBNETT	/		
SALQUIST	/		
SCHUMACHER	/		
MILLER, CHAIRMAN	/		

*[Signature]*  
Clerk of the Board

Solid Waste Committee  
Representative from the  
City of Portland.  
RESUME

Jeanne F. McCormick  
4136 N.E. 32nd Place  
Portland, Oregon 97211  
282-1204

Education

1964 Graduate - Washington High School, Portland.  
B.S. General Studies Social Science, 1971 - Portland State University  
M.A. Education, 1974 - University of Portland

Work Experience

March, 1976 - August, 1977  
Director, Crime Prevention Bureau  
City of Portland

I was responsible for overall administration of the Bureau. This included meeting federal grant program goals and reporting on all activities to the state planning agency; researching, developing and writing a City policy on all aspects of crime prevention addressed by the Bureau, and writing an annual process evaluation for the Bureau.

I planned new crime prevention programs and developed policy, both internal and external. Examples of the latter include development of proposed security provisions for the Building Code, development of a proposed crime prevention curriculum for grade school students with Multnomah I.E.D. and planning for a comprehensive crime prevention program in the Brooklyn Neighborhood.

I supervised nine persons with responsibilities for hiring, firing, training, evaluation, etc.

I was responsible for grant budget development, monthly fiscal reporting, quarterly performance indicators and all internal fiscal procedures and authorizations.

It was my duty to supervise development of crime prevention brochures, mailers, posters and other printed materials, press releases, public service announcements and media relations.



March, 1972 - February, 1976  
Justice System Planner  
Office of Justice Programs  
City of Portland

I was hired as part of the planning staff for the Impact Program which was a three year, \$20 million grant to the City to reduce crime. This position included researching criminal justice literature and projects in other cities, identifying needs of the local criminal justice system, writing various chapters for the Portland Impact Plan, aiding in grant development and submission, and establishing monitoring procedures for several Impact Projects. I wrote and published the Portland Crime Reduction Bulletin which focused on progress of all Impact Projects as well as other LEAA projects and activities of the local criminal justice system. Circulation was to 3,000 system employees and interested citizens.

From December, 1974 to February, 1976 I was on loan part-time to the Portland Police Bureau as a Planner developing and coordinating the Participative Management Program at North Precinct. Duties involved research and planning of precinct and law enforcement problems and offering alternative solutions. I helped to establish the Roosevelt Precinct Advisory Committee. Through this effort as well as through my responsibilities as Crime Prevention Director I have made numerous contacts with individual citizens, neighborhood associations and social service agencies in the St. Johns and North Portland community.

Founding Member, Crime Prevention Association of Oregon, 1975  
Member, Board of Directors, 1975-76. In addition I wrote and published the newsletter of the Crime Prevention Association for one year.

September, 1971 - March, 1972  
Research Analyst  
Portland Police Association

Responsibilities included legal research in collective bargaining and general research in the police labor movement.

June, 1971 - September, 1971  
Police Intern  
Portland Police Bureau

I conducted a Bureau-wide education survey, compiling and analyzing police officers educational accomplishments, abilities and needs.

#### References

Mrs. Elizabeth Welch, Director  
Office of Justice Programs  
City of Portland  
248-3850

Mayor Neil Goldschmidt  
City of Portland  
248-4120

