

CITY COUNCIL MEETING

August 19, 1974

7 p. m.

COUNCIL CHAMBERS

1226th Meeting

The one thousand two hundred twenty-sixth meeting of the Council of the City of Milwaukie, Oregon, was held on the 19th day of August, 1974. The meeting was called to order by Mayor Donald W. Graf, with the following councilpersons present:

- | | |
|----------------------|---|
| Bill E. Hupp | William M. Keller (entered meeting at 7:20 p. m.) |
| Robert G. Stochosky, | Mayor Donald W Graf |
| Joy Burgess | |

Also present:

- | | |
|-----------------------------------|-------------------------------|
| Harold L. Schilling, City Manager | Dorothy E. Farrell, Secretary |
| Myer Avedovech, City Attorney | |

The invocation was given by the Reverend Clifford Douglas, and the Pledge of Allegiance was recited.

CONSENT CALENDAR

a) Arbitration report - Fire Department

It was **MOVED** by Burgess, **SECONDED** by Hupp, that the Consent Calendar be accepted.

a) Council has received copy of Fire Department arbitrator's decision and award.

AUDIENCE PARTICIPATION

- Mrs. Chris McDonald, President of Milwaukie Historical Society, asked the Council to consider the following matters regarding the Historical Society house, which Council gave permission to have moved to city-owned property at 37th and Railroad: (1) the length and consideration for a lease on the property, (2) sewer hookup and water connection. These matters were referred to staff. Mrs. McDonald also praised city employees for their help in the project, particularly Jim Mishler and Al Jones.
- Forrest Sandberg, 12236 Juniper, asked Council to reinstate the use of microphones during Council meetings, so Council members, staff members and members of the audience who speak can be heard by the audience.
- Jean Baker, 2607 Monroe, addressed the Council regarding Crystal Lake park acquisition petitions. The city received telephone notice at 4:30 p. m. today that enough signatures have been certified to require an election. A special meeting will be held at 7 p. m. Monday, August 26 to consider the date of the special election.
- Pat Higdon, 12501 SE 90th Avenue, Clackamas, Secretary of the South Sunnyside Neighborhood League, asked the Council to oppose the Clackamas Town Center. It was **MOVED** by Stochosky, **SECONDED** by Hupp, that Council direct staff to draft a resolution in opposition to the proposed Sunnyside Shopping Center, stating the reasons discussed. **MOTION CARRIED** and so ordered. Staff was also asked to write a letter to CRAG asking for an impact statement on the center.
- John Pelly, 3023 SE Malcolm, told the Council of his neighborhood problems with a "live music festival" in a backyard, and protested the police stating they could do nothing about the problem without a signed complaint. Staff was asked to research the problem.
- Allan Enloe, 9711 SE 43rd, discussed the intersection of Harrison Street and Milwaukie Expressway, and complained about the procedures for left turns.
- Representative Ed Lindquist presented Council a letter from Governor McCall, congratulating Clackamas County and its cities for their creation of the Coalition of Social Services.

DDE291

LETTER FROM TRI-MET RE BUS PASSENGER SHELTER PROGRAM

Letter has been received from Tri-Met, dated July 22, 1974, requesting Council approval of an agreement to negotiate and finalize bus shelter site locations. Council has also received staff report from City Planner and Public Works Director, dated August 15. It was MOVED by Stochosky, SECONDED by Keller, that the Mayor be authorized to sign the bus passenger shelter agreement, with the provision that it be sent to Tri-Met with a letter expressing the concerns of the City Planner. MOTION CARRIED and so ordered.

(Meeting recessed at 8:18 p. m. , reconvened at 8:30 p. m. with all present.)

CORRESPONDENCE

Letter has been received indicating the Supreme Court has rescheduled the hearing on the case of Baker vs. City of Milwaukie to the October docket.

STAFF REPORT ON FESTIVAL DAZE COSTS

Council has received memorandum from City Manager, dated August 15, giving the staff man hours devoted in support of the annual Festival Daze activities.

STAFF REPORT ON STREET OILING SCHEDULE - ISLAND STATION

Council has received staff report from Public Works outlining the tabulation and priority array for street oiling in the Island Station area.

SEWAGE PLANT SALE NOTICE AND BID

Council has received copies of the notice of industrial property sale for the sewage treatment plant property, and a copy of the only bid received, from Brod & McClung-Pace Co. in the amount of \$38,500. Council has also received memo from Finance Director giving the outstanding bonded debt amount applying to the plant, of \$51,720.94. It was MOVED by Keller, SECONDED by Stochosky, that Council authorize the Manager to get an independent appraisal, if in his judgment he is not able to get adequate information from the two appraisals obtained by Brod & McClung. MOTION CARRIED and so ordered.

SECOND READING - ORDINANCE NUMBER 1298 - PERMIT FOR MOVING STRUCTURES

Pursuant to motion made at the last meeting, Ordinance Number 1298 (AN ORDINANCE AMENDING ORDINANCE NUMBER 592, PROVIDING FOR A PERMIT FOR MOVING STRUCTURES. . .) was read the second time. Ordinance 1298 was put on its passage with the following roll-call vote: AYES: Hupp, Stochosky, Burgess, Keller and Graf. NOES: None. Ordinance 1298 passed the Council and was so declared by the Mayor.

STAFF REPORT ON REFUSE COLLECTION ORDINANCE

Staff had requested Council decision on three policy issues before a refuse collection ordinance is completed for Council consideration. It was the consensus of Council opinion that there should be six franchisees rather than one corporation; that the franchises should be for a 20-year term with a 5-year re-opener; and that there should be no provision for salvage rights included in the franchises.

SEWAGE PLANT SALE NOTICE AND BID

Gerry Mesander, representing Brod & McClung, had left the meeting to obtain copies of the First State Bank appraisal of the sewage plant property for Council to review. It was

MOVED by Stochosky, SECONDED by Hupp, that the Council take the bid of Brod & McClung and direct staff to get one more independent appraisal, and if it is within reason, that the bid be accepted. MOTION CARRIED and so ordered.

OTHER BUSINESS

1. Councilwoman Burgess asked if the downtown block is on the gardener's maintenance schedule, and the Manager stated the city has no gardener at present.
2. Councilman Hupp asked Council concurrence for adding two items to the suspense calendar: (1) evaluation of the ambulance ordinance, and (2) house numbering system.

PAYMENT OF BILLS

It was MOVED by Keller, SECONDED by Stochosky, that the bills listed for August 20, 1974 payment be approved for payment. MOTION CARRIED and so ordered.

The meeting adjourned at 10:20 p. m.

EXECUTIVE SESSION

Immediately after adjournment the Council went into executive session, under ORS 192.660, Section 6, paragraph (2), subsection (a), to discuss labor relations.

Donald W. Graf

 Donald W. Graf, Mayor

ATTEST:

Dorothy E. Farrell

 Dorothy E. Farrell, Secretary

DDE291

CITY COUNCIL AGENDA

August 19, 1974

7 p. m.

COUNCIL CHAMBERS1226th Meeting

1. CALL TO ORDER
2. INVOCATION - The Reverend Clifford Douglas
3. PLEDGE OF ALLEGIANCE
4. CONSENT CALENDAR
 - a) Arbitration report - Fire Department
5. AUDIENCE PARTICIPATION
6. CORRESPONDENCE
 - a) Letter from Tri Met re bus passenger shelter program
7. OLD BUSINESS
 - a) Staff report on Festival Daze costs
 - b) Staff report on street oiling priority schedule - Island Station
 - c) Sewage Plant sale notice and bid
 - d) Second reading, Ordinance No. _____ - permit for moving structures
 - e) Staff report on refuse collection ordinance and rate increase request
8. CONSIDERATION
9. OTHER BUSINESS
10. PAYMENT OF BILLS
11. ADJOURNMENT
12. EXECUTIVE SESSION - labor relations

AGENDA SUMMARY

2. Invocation - The Reverend Clifford Douglas has agreed to deliver the invocation message.

4. CONSENT CALENDAR
 - a) In your packet are minutes from the August 5, 1974 regular Council Meeting.
 - b) As with the Police Arbitration Hearing, we are providing Council with a copy of the Fire Arbitrator's decision and award.

5. AUDIENCE PARTICIPATION

Mrs. Chris Mc Donald has indicated a desire to speak with the Council relative to progress on the historical building and related matters.

6. CORRESPONDENCE
 - a) In your packet is a letter from Tri Met's General Manager T. S. King regarding the District's bus passenger shelter program. Mr. King is requesting council approval of an agreement to "negotiate" and finalize shelter site locations. Also included is a staff report from the City Planner and Public Works Director. Several concerns have been raised and these should be communicated to Tri Met. Recommended the council execute the agreement and communicate those concerns outlined by staff to Tri Met.

7. OLD BUSINESS
 - a) We have outlined by department manhours devoted to support of Festival Daze activities. Man hour totals include time spent in latter part of 1973 when preplanning sessions were first initiated. We will answer any questions at the meeting.
 - b) We have included a priority schedule for resurfacing streets within the Island Station area. This work is scheduled to commence on Tuesday, August 20, 1974, and conclude within two weeks. Public Works is to be commended for its efforts in our summer resurfacing program.
 - c) Per the stated notice of industrial property sale--advertised two consecutive Wednesdays in both the Review and Oregonian--we opened bids at 4:15 p. m. August 9, 1974. Only one bid was received, that coming from Brod & McClung-Pace Co. in the amount of \$38,500. It should be noted that the bid offer is \$13,220.94 lower than the amount yet owing by the city for bond retirement. This deficiency will have to be made up by local sewer users. I would recommend holding acceptance of subject bid until an appraisal of fair market value can be made.
 - d) Second reading of ordinance amending ordinance 592, providing for a permit for moving structures.
 - e) Resolution of the three discussed policy questions must precede final preparation of an ordinance. As requested by the Council, staff has attempted to present its rationale on the three central issues. We will be happy to answer any questions at the meeting.

12. EXECUTIVE SESSION - Labor relations

I have asked Dr. Collings to meet with the Council concerning the collective bargaining process and participate in initial discussions of management salaries.

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CARNEY, HALEY, PROBST & LEVAK

RICHARD F. CARNEY
GEORGE P. HALEY
LEO R. PROBST
THOMAS F. LEVAK
LEO N. PROBST
JAMES D. CHURCH

ATTORNEYS AT LAW
501 PACIFIC BUILDING
PORTLAND, OREGON 97204

TELEPHONE
226-4087
AREA CODE 503

August 6, 1974

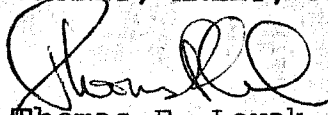
Dr. Kent J. Collings
City Negotiator
City of Milwaukie
University of Portland
Portland, Oregon 97203

Re: City of Milwaukie
IAFF, Local 1159

Dear Dr. Collings:

In the Matter of Arbitration
between the City of Milwaukie and I.A.F.F.
Local 1159, enclosed are my Findings,
Opinion and Order.

CARNEY, HALEY, PROBST & LEVAK



Thomas F. Levak

TFL:mmc
Enclosures

CARNEY, HALEY, PROBST & LEVAK

ATTORNEYS AT LAW
501 PACIFIC BUILDING
PORTLAND, OREGON 97204

August 6, 1974

To

Dr. Kent J. Collings
City Negotiator
City of Milwaukie
University of Portland
Portland, Oregon 97203

Mr. Smith French III
City Hall Fire Station
926 Main Street
Milwaukie, Oregon 97222

Services: City of Milwaukie and I.A.F.F. Local 1159 arbitration
two days deliberation \$ 500.00

(\$250.00 - City of Milwaukie)
(\$250.00 - IAFF Local 1159)

In the Matter of Arbitration)
)
 between)
)
 CITY OF MILWAUKIE ("City")) FINDINGS, OPINION AND ORDER
)
 and)
)
 I.A.F.F. LOCAL 1159 ("Union"))

Before Thomas F. Levak, Arbitrator

I. THE ISSUES

The City and the Union are engaged in negotiations for a new labor contract to be in effect for the period of July 1, 1974 through June 30, 1975. All issues have been resolved by mutual agreement with the exception of two, which have been submitted to the Arbitrator. Those issues, set forth in the parties' Submission Agreement, are:

- (1) Percentage Wage Increase
- (2) Fair Share Agreement

With regard to wages, the City submits that a wage increase of 8-1/2% across-the-board is appropriate. The Union contends that a wage increase of 14% across-the-board is appropriate. With regard to the Fair Share issue, the City contends that no form of Fair Share Agreement is appropriate. It was agreed between the parties at the hearing, that subsequent to the hearing the Union would present a proposed Fair Share agreement to the Arbitrator on or before August 2, 1974, with a copy to the City, and that the City would have the right to comment in writing upon the proposed agreement. The Union

submitted a proposed Fair Share agreement to the Arbitrator on July 26, 1974. The City has not commented on the proposed Fair Share Agreement. A hearing was held before the Arbitrator in the Council Chambers of Milwaukie City Hall, Milwaukie, Oregon on July 23, 1974. The parties waived the right to submit briefs and agreed that witnesses would not be sworn. Each of the parties' spokesmen - Kent Collings for the City, and Smith French III for the Union - were allowed to testify as well as argue their cases and both were granted the right to cross-examine the other. Both waived the right of cross-examination.

II. THE WAGE ISSUE

Initially, the parties submitted the following joint exhibits:

Joint Exhibit 1: 1973-74 Collective Bargaining Agreement between the City and the Union.

Joint Exhibit 2: Municipal Budget for the City of Milwaukie 1974-75.

Joint Exhibit 3: A final version of House Bill 2263.

Joint Exhibit 4: Correspondence between the parties and the Arbitrator relative to the hearing.

Joint Exhibit 5: Local Government Personnel Institute Facts for Negotiation, dated June 6, 1974, showing the Consumer Price Index in the Portland Area and the annual percent increase for the period of April 1973 to April 1974.

The City then made the following contentions, with specific reference to the criteria set forth in ORS 243.746 (4):

- a. The interest and welfare of the public would not be served by a wage increase in excess of 8-1/2%.
- b. The City does not have the financial ability to pay a wage increase in excess of 8-1/2%.
- c. The City has a truly superior fringe benefit package.
- d. The wages, hours and conditions of employment of other employees performing similar services, and other employees generally, are less than or no more than those being offered to the Union; and, the increases in wages and hours and conditions of employment offered by the City are equal to or better than those being offered to comparable cities and districts.

In support of its contentions the City called as a witness the City Manager, Harold Schilling. In summary, Mr. Schilling testified: (1) that the City's total revenue sharing had declined this year from about \$212,000 to about \$182,000; (2) that the City had suffered eight levy defeats since 1966; (3) that since the levy vote this year on June 18, 1974 was the first successful one in eight years, wage increases should be held down to inspire a vote of confidence and otherwise benefit the public interest; (4) that he had been told that the City has a history of lay-offs due to the inability to meet payrolls; and (5) that the City is the tenth largest city in Oregon, but has one of the lowest employee complements.

Upon cross-examination and in response to questions asked by the Arbitrator, Mr. Schilling testified, in summary: (1) that of the \$182,000 revenue sharing monies allowed the City this year, \$45,000 has been allocated to the Fire and Police Departments; (2) that if any excessive increase were granted by the Arbitrator, for example, 14%, no fire or police personnel would be laid off (services might be reduced in other departments); (3) that prior to levy approval this year, \$110,000 (Jt. Ex. 2, p. 8, Item 22) was set aside for wage increases for 1974 for all City employees and that the 1974 levy vote approved an additional \$503,000 for City expenditures; and (4), that there has been no reduction in fire fighting personnel since 1966 (except for one employee whose job was absorbed by Central Dispatch).

Following Mr. Schilling's testimony, the City offered the following Exhibits, which were admitted into evidence without objection by the Union:

City Exhibit 1: The top fire fighter wage comparison between the cities of Milwaukie, Beaverton, Hillsboro, Lake Oswego and Portland and the Multnomah County District No. 10, Washington County District No. 1, District No. 56 and the Oak Lodge District.

City Exhibit 2: The top fire fighter wage comparison, allowing for engineer pay and Beaverton's bonus, covering the cities of Milwaukie, Beaverton, Hillsboro and Lake Oswego.

City Exhibit 3: A document purporting to be the City of Milwaukie real increases in salaries and benefits under the City's existing offer of 8.5%.

City Exhibit 4: A fringe benefit study showing fringe benefits in the Portland Metropolitan area.

City Exhibit 5: A comparison of fringe benefits for Milwaukie, Beaverton, Hillsboro, Lake Oswego and Portland.

City Exhibit 6: A top fire fighter relative pay comparison, including extra Milwaukie fringe benefits, for the cities of Milwaukie, Beaverton, Hillsboro and Lake Oswego.

City Exhibit 7: A classification of pay review of the City of Milwaukie, Oregon, October to December, 1973 prepared by the U. S. Civil Commission.

With reference to the relatively high increase given by the City of Beaverton, Mr. Collings stated that Beaverton did not contend the inability to pay. With regard to the 1974 Hillsboro increase, Mr. Collings stated that Hillsboro had to make a substantial increase to catch up to other cities. Mr. Collings also contended that it is not proper to compare increases in wages of fire districts for the reason that fire districts allegedly have no problem passing voter levies and are different than cities.

Mr. Collings next asserted that the exhibits proved that the City's fringe benefit package is vastly superior to the other

cities listed in the City's exhibits.

The Union's arguments in support of a 14% increase were basically as follows:

(1) The increase is necessary to maintain a favorable comparison with wages, hours and conditions of employment of employees employed by comparable cities and fire districts.

(2) The increase is necessary to keep pace with the cost of living.

Mr. French then introduced the following Union exhibits, which were admitted into evidence without objection by the City:

Union Exhibit 1: A wage comparison chart prepared by the Oregon State Fire Fighters Council showing Fire Departments, Cities and Districts performing comparable services in the surrounding areas, specifically Portland, Multnomah County District 10, Washington County, Oak Lodge District, Clackamas Fire District No. 56, Lake Oswego, Oregon City, Beaverton and Milwaukie.

Union Exhibit 2: Comparison of emergency call back compensation pay for the cities listed in Union Exhibit 1, also prepared by the Oregon State Fire Fighters Council.

Union Exhibit 3: A comparison of vacation and holiday allowances in fire departments, listing the cities set forth in Union Exhibits 1 and 2, and also compiled by the Oregon State Fire Fighters Council.

Union Exhibit 4: A comparison of medical benefits in fire departments in the same cities set forth in Union Exhibits 1,

2 and 3 and also provided by the Oregon State Fire Fighters Council.

Union Exhibit 5: A comparison of dental benefits in the cities and districts set forth in Exhibits 1 through 4, also provided by the Oregon State Fire Fighters Council.

Mr. French then made the following comments about City Exhibit No. 3: (1) The educational incentive pay increase of .38% is not being paid because no employees have qualified; (2) employees are also paying a 50% increase into the retirement programs; (3) employees also pay a Social Security interest; (4) increment increases are not a wage increase and not a benefit increase; (5) medical and dental increases were unilateral, non-negotiated items provided all City employees.

Mr. French contended that City Exhibit 2 was unfair because it makes reference only to cities and not to other fire districts. He pointed out that all fire fighters have the same duties and functions, share the same risk and that surrounding districts cooperate jointly on area fires.

With reference to City Exhibit 5, Mr. French commented that the educational allowance was not paid to many employees, and finally he noted that the cost of living was up over 12% in the last year.

With regard to the proposed wage increase the Arbitrator makes the following Findings, fact, opinion and order:

The authority of the Arbitrator is governed by ORS 243.746 (4) [Section 19 (4) of Chapter 536, Oregon Laws, 1973.] Each statutory factor will be considered in order.

(a) The lawful authority of the employer. There is no evidence or contention that the wage increase of 14% sought by the Union exceeds the lawful authority of the City.

(b) Stipulations of the parties. By written stipulation the Arbitrator was granted the authority to determine the appropriate across the board percentage wage increase.

(c) The interest and welfare of the public and the financial ability of the City to meet those costs. The City has contended that the public interest will be served by not granting an increase in excess of 8-1/2%. One of the City's arguments is that any higher increase should not be granted after the succession of defeats of levies by the voters. However, that contention is a mere conclusion, and is unsupported by any definite evidence. The Arbitrator finds that the history of levy failures is irrelevant. The substantive question is the present ability of the City to meet its commitments under the existing budget. The statement by Mr. Schilling that he has heard that the City has a history of lay-offs due to an inability to meet payrolls was unsupported by any factual evidence or statistics and the Arbitrator, therefore, gives no weight to that statement. Similarly, the Arbitrator finds that the City's assertion that it is the tenth largest city in Oregon,

but has one of the lowest employee complements cannot be considered. No specific statistics or other materials support the allegation; and, even if the allegation is true, its relationship to the interest and welfare of the public and the financial ability of the City to pay the requested wage increase has not been shown. Joint Exhibit 2, the City Manager's proposed Municipal Budget, does not directly aid the Arbitrator, as it does not show what the effect would be of any particular wage increase to fire department personnel.

On the other side of the coin, the Union offered no specific evidence that any increase in excess of 8-1/2% would be beneficial to the interest and welfare of the public. Because of the lack of conclusive evidence regarding the public interest and welfare, the Arbitrator finds that neither party has submitted evidence that is worthy of any great weight in regard to that issue.

More significant is the fact that the employer offered no evidence whatsoever that the City lacks financial ability to pay the 14% wage increase. In fact, Mr. Collings stated at the hearing that ~~a~~ at one time a 10% increase was offered to all City employees. Mr. Collings said that the 10% offer of the City was conditional upon an agreement by the fire fighters to assume some other types of work. However, the evidence at the hearing indicated that firemen were already performing the conditional work. Mr. Collings assertion that some additional

contract language would somehow have increased productivity is unsupported by any specific evidence. The City conceded that the 14% wage increase would not result in a lay-off of any fire personnel, and it was firmly established that firemen already do the work that was made a part of the City's conditional offer. The Arbitrator finds that there is no concrete evidence that the City is unable to pay any particular wage increase.

(d) Comparison of the wages, hours and conditions of employment of other employees performing similar services and with other employees generally. The Arbitrator finds that county fire departments and other fire districts perform the same duties and functions as those fire fighters employed by Cities, and that therefore, it is proper to consider the wages, hours and conditions of employment of those fire fighters. The Arbitrator finds that it is not appropriate to consider Portland's wages and conditions of employment. Portland has historically paid much higher wages and fringe benefits than other cities and fire districts that the Arbitrator finds that this qualifies as a "factor" which is normally and traditionally taken into consideration in collective bargaining procedures within the meaning of ORS 243.746 (4)(h).

Two highly significant exhibits are Union Exhibit 1 and City's Exhibit 1. Excluding the City of Portland from consideration in both exhibits, Union Exhibit 1 shows the average 1974-

75 wage to be \$1,087.00. City Exhibit 1 shows the average 1974-75 wage to be \$1,060.00. An 11.4% wage increase would bring the Milwaukie fire fighters average wage to \$1,063.00; and 11.6% increase would bring the Milwaukie fire fighters average wage up to \$1,082.00.

With regard to area fringe benefits, the Arbitrator finds that while Milwaukie employees enjoy substantial fringe benefits, benefits paid by other agencies, and in particular by the bordering fire departments referred to in Union Exhibits 2 through 5, are comparable. Therefore, since area fringe benefits are comparable, the factor of comparable fringe benefits is not highly applicable to this case.

(e) The cost of living. Joint Exhibit 5 shows that the cost of living increase from April 1973 to April 1974 for the Portland area was 11.1%. The Arbitrator believes and therefore finds that absent any proven inability to pay, or other conditions not here shown, negotiated wage increases should be equal to cost of living percentage increases. With reference again to ORS 243.746 (4) (h), the Arbitrator further finds that it is a legitimate goal of both management and unions to not merely keep pace with the cost of living, but to improve upon the standard of living, and is of the opinion that an increase of one percent over the cost of living increase itself is reasonable.

(f) The overall compensation presently received by

employees. The Arbitrator finds that the overall compensation presently received by the City's employees involved is good, but that the aforementioned factors of comparable wages, hours and conditions and the increase in cost of living are more significant in this case.

Based on all of the above factors the Arbitrator orders payment of an across-the-board percentage increase of twelve (12%) percent.

III THE FAIR SHARE ISSUE

The Arbitrator finds that the City's argument that the Fair Share Agreement infringes upon the rights of employees is not well taken. A fair share agreement does not require participation in the Union in any manner. No employee would be subject to discipline by the Union for failure to follow the Union's by-laws and constitution, nor would any employee participating in the fair share be prejudiced in any other manner. The Arbitrator is concerned by the City's statement that the City Council voted five to nothing against granting a fair share agreement to any of the unions with which it is dealing. While this proceeding does not involve allegations of unfair labor practices, the Arbitrator finds that such a vote operated as a serious deterrent to the collective bargaining process. Arguments for and against positions become meaningless if the parties have preconceived, inalterable positions. It is the express policy of the State of Oregon that nothing in

the Public Employee Law is intended to prohibit the entering into of a fair share agreement between a public employer and the exclusive bargaining representative of its employees. The Arbitrator finds that the Union's proposed fair share agreement is reasonable and that its inclusion is in the best interests of the employees involved. The Arbitrator further finds that the City's position is unreasonable. It is, therefore, ordered that the Fair Share Agreement proposed by the Union, attached hereto, marked Exhibit "A" and made a part hereof by this reference, shall be a part of the 1974-75 collective bargaining agreement between the parties.

DATED this 6 day of August, 1974.



Thomas F. Levak, Arbitrator

FAIR SHARE AGREEMENT

- A. The terms of this agreement have been made for all employees in the bargaining unit and not only for the members of the Union. Accordingly, it is fair that each employee in the bargaining unit pay his/her own share and assume his/her obligation along with a grant of equal benefits.
- B. Any permanent employee in the bargaining unit who has not joined the Union within 30 days of this agreement or within 30 days of becoming a permanent employee shall as a condition of employment pay to the Union an amount equal to the uniform dues and assessments of members of the Union.
- C. Any individual employee objection based on bonafide religious tenets or teachings of a church or religious body, of which such employee is a member, will require such employee to inform the City and the Union of his/her objection. The employee will meet with representatives of the Union and establish a satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular membership dues and assessments to a non-religious charity or to another charitable organization mutually agreed upon. The employee shall furnish written proof to his/her employer that this has been done.
- (1) Any assessment levied by the Union which is not relevant to bargaining or its process shall not be levied on non-Union members.
- D. Payroll deduction of dues in-lieu-of-dues and assessments shall be made by the dispersing officer for the City each month to the Treasurer of the Union without any requirement of specific authorization by the affected employee and shall continue for the life of the agreement as long as the employee is employed and is in the bargaining unit. The dues and assessment amounts shall be supplied by the Union to the City and shall be effective on the date indicated by the Union.

Agenda 19 Aug '74
G/M
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City of Milwaukie
M E M O R A N D U M

TO; City Manager
FROM: Public Works Department
SUBJECT Street Oiling -Island Station

The following tabulation and priority array for subject street oiling is herein submitted for your consideration.

No.	Street	Length	Time (Days)
1	5th Avenue	1,100	1
2	5th Street	800	1/2
3	6th Street & 4th Avenue	580	1/2
4	3rd Avenue	1,100	1
5	4th Avenue	850	1/2
6	2nd Street	1,100	1
7	4th Street	290	1/4
8	Birk	200	1/4
9	9th Avenue -5th Street	700	1/2
10	6th Street (East)	870	1/2
11	10th Avenue	850	1/2
12	11th Avenue	300	1/4
Total		<u>8,750</u>	<u>7 days</u>

GO/mm

7c

NOTICE OF INDUSTRIAL PROPERTY SALE

Sealed bids will be received up to 4:00 P.M. PDT, Friday, August 9, 1974, at the office of the City Recorder, 926 Main Street, Milwaukie, Oregon for the sale of approximately 2.37 acres of Industrial land designated as T.L. 600 1-1E-26 DA comprising the Milwaukie Sewage Treatment Plant Site.

The city reserves the right to salvage all equipment and fixtures.

The city reserves the right to receive or reject any and all bids. All bids will be opened at 4:15 P.M. PDT in the Council Chambers, City Hall 926 Main Street, Milwaukie, Oregon. ON WHAT DAY?



BROD & McCLUNG - PAGE CO.

9800 S. E. McBrod Avenue
Portland, Oregon 97222
(503) 659-5880

In Reply Refer to:

August 9, 1974

The City of Milwaukie
Office of the City Recorder
926 Main Street
Milwaukie, Oregon 97222

SUBJECT: OFFER TO PURCHASE THE OLD MILWAUKIE TREATMENT SITE

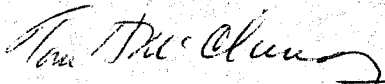
Gentlemen:

We wish to offer the sum of Thirty-Eight Thousand Five Hundred Dollars (\$38,500.00) for the 2.37 acres of land designated as T.L.600 1 - 1E - 26DA which comprises the old Milwaukie Sewage Treatment Plant site. It is understood the City will reserve the right to salvage all equipment and fixtures.

Should we be successful in obtaining this land, we would desire immediate use of the unused land on the east side of the existing plant facilities but would offer the basic plant structures to Clackamas Community College for use as a training facility for a minimum of five years. Access to the structures would be designated, and the proposed rental would be Clackamas Community College's fair share of the taxes for that portion used by the college.

Respectfully submitted,

BROD & McCLUNG - PAGE CO.


Tom H. McClung, President

THM:mn

CITY OF MILWAUKIE
Inter-Department Memorandum

Date: August 15, 1974

TO: Harold Schilling
FROM: Elke Gribskov
SUBJECT: Outstanding bonded debt on Sewage Treatment Plant

At August 31, 1974 \$51,720.94 of bonded debt applying to the sewage treatment plant will be outstanding. This figure includes both interest and principle. Since neither of the bond issues involved are callable we will be paying annually until maturity.

Storm Sewer Construction Issue	issued 1/1/60	matures 2/29/80
	Total outstanding at 8/31/74	74,415.50
	% applicable to plant is 32.56%	24,229.69
Sewer Disposal Plant	issued 2/1/62	matures 2/28/74
	Total outstanding at 8/31/74	27,491.25
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	Total	\$ 51,720.94

Elke Gribskov

1974
1980

ORDINANCE NUMBER 1298

AN ORDINANCE AMENDING ORDINANCE Number 592, PROVIDING FOR A PERMIT FOR MOVING STRUCTURES WHICH ARE ORDINARILY ATTACHED TO REAL PROPERTY.

THE CITY OF MILWAUKIE DOES ORDAIN AS FOLLOWS:

Section 1. That Section 3 of Ordinance 592 is hereby amended to delete the words: "When such structure does not exceed 15 feet in height or 26 feet in width, ..."

Section 2. That Section 4 of Ordinance 592 is hereby repealed, and the following sections renumbered.

Section 3. That Section 5 of ordinance 592 is hereby amended to delete the words: "If such structure shall exceed 15 feet in height or 26 feet in width, then such sum may be fixed by the council at the time of the approval of the application."

Read the first time this 5th day of August, 1974, and moved to second reading by majority vote of the City Council.

Read the second time and adopted by the City Council this 19th day of August, 1974.

Signed by the Mayor this 19th day of August, 1974.

X
Donald W. Graf, Mayor

ATTEST:

X
Dorothy E. Farrell, Recorder

Approved as to form:

Myer Avedovech
Myer Avedovech, City Attorney