

R E V I S E D A G E N D A

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**METRO**

**Agenda**

MEETING: METRO COUNCIL REGULAR MEETING - REVISED 6/24/99  
DATE: July 1, 1999  
DAY: Thursday  
TIME: 2:00 PM  
PLACE: Council Chamber

**CALL TO ORDER AND ROLL CALL**

**1. INTRODUCTIONS**

**2. CITIZEN COMMUNICATIONS**  
• **PRESENTATION OF AWARD**

**3. EXECUTIVE OFFICER COMMUNICATIONS**

**4. AUDITOR COMMUNICATIONS**

**5. MPAC COMMUNICATIONS**

**6. METRO LEGISLATIVE UPDATE**

PacWest

**7. CONSENT AGENDA**

7.1 Consideration of Minutes for the June 24, 1999 Metro Council Regular Meeting.

**8. ORDINANCES - FIRST READING**

8.1 **Ordinance No. 99-812**, For the Purpose of Amending the Metro Urban Growth Boundary and the 2040 Growth Concept Map in Ordinance No. 95-625A in Urban Reserve Area 65 in Washington County

8.2 **Ordinance No. 99-811**, For the Purpose of Adopting a Final Order and Amending the Metro Urban Growth Boundary for Contested Case No. 98-4: Tsugawa

**9. ORDINANCES - SECOND READING**

9.1 **Ordinance No. 99-807A**, For the Purpose of Creating a Metro Parking Policy and Amending Chapter 2.14 of the Metro Code.

Park

**10. RESOLUTIONS**

10.1 **Resolution No. 99-2783A**, For the Purpose of Entering into a Cooperative Agreement with the Oregon Parks Foundation to Acquire and Manage Funds for the Construction and Operation of the Diack Nature Center at Oxbow Regional Park. Washington

10.2 **Resolution No. 99-2801**, For the Purpose of Appointing Four Nominees to the Metro Committee for Citizen Involvement (MCCI), May 1999. Atherton

**11. EXECUTIVE SESSION HELD PURSUANT TO ORS 192.660 (1) (d) FOR THE PURPOSE OF DELIBERATING WITH PERSONS DESIGNATED TO CONDUCT LABOR NEGOTIATIONS.**

11.1 **Resolution No. 99-2807**, For the Purpose of Ratifying the Laborers International Union Local 483 Bargaining Agreement for July 1, 1999 through June 30, 2003. McLain

11.2 **Resolution No. 99-2814**, For the Purpose of Ratifying the AFSCME Local 3580 Collective Bargaining Agreement for July 1, 1999 through June 30, 2002. McLain

**12. COUNCILOR COMMUNICATION**

**ADJOURN**

**Cable Schedule for July 1, 1999 Metro Council Meeting**

	Sunday (6/20)	Monday (6/21)	Tuesday (6/22)	Wednesday (6/23)	Thursday (6/17)	Friday (6/18)	Saturday (6/19)
<b>CHANNEL 11</b> (Community Access Network) (most of Portland area)						2:00 P.M. *	
<b>CHANNEL 21</b> (TVCA) (Washington Co., Lake Oswego, Wilsonville)	7:00 P.M. *	1:00 A.M. *		7:00 P.M. *			
<b>CHANNEL 30</b> (TVCA) (NE Washington Co. - people in Wash. Co. who get Portland TCI)	7:00 P.M. *			7:00 P.M.*			
<b>CHANNEL 30</b> (CityNet 30) (most of Portland area)		2:00 P.M. (6/24 meeting)					
<b>CHANNEL 30</b> (West Linn Cable Access) (West Linn, Rivergrove, Lake Oswego)		12:00 P.M. (6/24 meeting)		10:00 P.M.	11:00 P.M. (6/24 meeting)	10:30 P.M. (6/24 meeting)	7:00 A.M. (6/24 meeting)
<b>CHANNEL 19</b> (Milwaukie TCI) (Milwaukie)	4:00 P.M. (6/24 meeting)					10:00 P.M. (6/24 meeting)	9:00 A.M. (6/24 meeting)

\* These meetings may be preceded by a 30-minute public affairs program, *The Regional Report*, produced by Metro.

**PLEASE NOTE THAT ALL SHOWING TIMES ARE TENTATIVE BASED ON THE INDIVIDUAL CABLE COMPANIES' SCHEDULES.**

**PUBLIC HEARINGS:** Public Hearings are held on all Ordinances second read and on Resolutions upon request of the public. Agenda items may not be considered in the exact order. For questions about the agenda, call Clerk of the Council, Chris Billington, 797-1542. For assistance per the American Disabilities Act (ADA), dial TDD 797-1804 or 797-1540 (Council Office).

*Agenda Item Number 7.1*

Consideration of the June 24, 1999 Metro Council Meeting minutes.

Metro Council Meeting  
Thursday, July 1, 1999  
Council Chamber

## MINUTES OF THE METRO COUNCIL MEETING

June 24, 1999

Council Chamber

Councilors Present: Rod Monroe (Presiding Officer), Susan McLain, Ed Washington, Rod Park, Bill Atherton, David Bragdon, Jon Kvistad

Councilors Absent: None

**Presiding Officer Monroe** convened the Regular Council Meeting at 2:04 p.m.

### 1. INTRODUCTIONS

None.

### 2. CITIZEN COMMUNICATION

None.

### 3. EXECUTIVE OFFICER COMMUNICATIONS

None.

### 4. AUDITOR COMMUNICATIONS

None.

### 5. MPAC COMMUNICATION

**Councilor McLain** reviewed the MPAC meeting from last night. She said it was a great presentation for Elaine Wilkerson on the growth report. She noted that the staff had been working on this for the last five to six months. She noted the presentations that had been made this past week that let people know how they were doing and updating the 1997-growth report. She said they talked about the Metro Code which included an update from Dan Cooper on some of the Metro Code changes that needed work on since they have changed to an urban reserve process and review process of the urban growth boundary. She said there were some small items on the end of the agenda that she missed.

**Councilor Bragdon** wanted to supplement Councilor McLain remarks on the meeting, and stated that Andy Cotugno, Transportation Planning Director, gave a brief presentation about the regional transportation plan.

**Councilor McLain** described her new grandson, Ryan Michael.

**Presiding Officer Monroe** congratulated her.

**Councilor Washington** said it was true she did not look like a grandmother.

## 6. METRO LEGISLATIVE UPDATE

**Dan Cooper, General Counsel**, said transportation funding continued to be held in the Senate pending the Senate President search for support for his plan to increase the gas tax 5 cents instead of the approved 6 cents, repeal the weight mile tax and substitute the diesel tax. He stated that at last report the bill was being vigorously opposed by AAA of Oregon and would lead to an impasse that would lead to nothing. They would be talking with Mr. Phelps about what level of activity Metro could have to change the results. By tomorrow Mr. Phelps may have some strategies that Mr. Cooper would discuss with the Presiding Officer Monroe, Executive Officer and other councilors. He said there continued to be the possibility of Day Road rather than Dammasch Prison siting bill. Metro would continue to monitor the siting. Since last Thursday the governor had signed Senate Bill 1031, annexations to the Metro jurisdictional boundaries, this was now law. Senate Bill 87 despite our 100% neutrality, failed.

**Presiding Officer Monroe** asked despite or because of.

**Mr. Cooper** said Mr. Phelps did not know because he was not involved in it.

**Presiding Officer Monroe** asked if there were any questions for Mr. Cooper.

## 7. CONSENT AGENDA

7.1 Consideration meeting minutes of the June 17, 1999 Regular Council Meeting.

**Motion:** **Councilor McLain** moved to adopt the meeting minutes of June 17, 1999 Regular Council Meeting.

**Councilor Kvistad** asked for the minutes.

**Councilor Bragdon** asked the same.

**Seconded:** **Councilor** seconded the motion.

**Vote:** The vote was 7 aye/ 0 nay/ 0 abstain. The motion passed.

## 8. ORDINANCES - SECOND READING

8.1 **Ordinance No. 99-793C**, For the Purpose of Adopting the Annual Budget for Fiscal Year 1999-00, Making Appropriations, and Levying Ad Valorem Taxes, and Declaring an Emergency.

**Motion:** **Councilor McLain** moved to adopt Ordinance No. 99-793C.

**Seconded:** **Councilor Washington** seconded the motion.

**Councilor McLain** said that everyone had worked very hard and had done a very good job on the budget. She stated that they had to take the budget to the Tax Supervising and Conservation Commission, a public hearing was held, and with that it had been received and the

recommendations were attached in Exhibit A. In consideration of what would be seen in the ordinance, there were 7 items that were major issues, that she reviewed. The fiscal year 1999-00 Metro Budget in the total amount \$ 384,940,335 was in Exhibit B. She invited staff to be available for questions.

**Presiding Officer Monroe** they were here for the purpose of answering questions.

**Presiding Officer Monroe** opened a public hearing on Ordinance No. 99-793C. No one came forward, Presiding Officer Monroe closed the public hearing.

**Councilor Kvistad** said, over the last 3 years as the chair of the council, he had serious concerns about where we are and where we were going with the budget. He showed a slide presentation and walked through the budget. Councilor Kvistad stated his concerns about the excise taxes, where Metro had come from and the need to take care of the needs of the agency. Beginning in 1994 and 1995, at the same time that Metro had had fiscal crisis, this agency was siphoning off money for project facilities. He wanted to do something about this. Simply on OCC, Expo and the Zoo from 1994, \$882,000-\$107,000,000 had been budgeted and was projected to be higher next year. In departmental summaries a look at spending occurring showed a continuous need to spend. Councilor Kvistad stated that this was brought to his attention by Councilor Park on temporary employees, he had identified that they had over a 1,000,000 temp hours. These were not line items, he stated that we didn't know where they came from and how the dollars were spent. This needed to be addressed. Metro seemed to be in poverty but came up with magic Metro money, a crisis in ending fund balance but we had enough money for a 100,000+ position in Executive Office department. He stated that council voted on this but he was not part of that. Children's admissions at the Zoo increased, why? Councilor Kvistad did not feel comfortable with the \$400,000,000 budget. Contiguous emergency funds were decreasing, he saw this as a danger zone. He talked about garbage money, where was the money coming from, where it was going, and how was that working. He stated that Councilor Washington was just now starting the hearings. He had seen people coming in wanting a piece of the money. He suggested a 24 month moratorium on any new spending projects, also a budget committee to determine a policy for the interim use of this money pending the outcome of the REM hearings process that Councilor Washington was chairing. He also would like to set a priority of reserving these funds for this agency only or giving back to the public or a combination of both. Councilor Kvistad made the quote "the Metro budget, just say no because I am going to today"

**Presiding Officer Monroe** asked for additional comments from council.

**Councilor McLain** closed indicating she appreciated the comments of Councilor Kvistad. She said they needed to remember that 99.1% of the budget was a fee, the public was receiving a service that they had asked to be refined. The budget had been able to be maintained at the present level. We did have a capital fund that was voter approved to do projects at the Oregon Zoo. She wanted to congratulate this council, especially Jon Kvistad for the work at the Expo Center because they were able to add, with this fee for service, another building. She pointed out that one of the things she believed the individual departments had done was reorganize their FTE and temp help to get more service or more projects completed. She stated that most of the time these were special projects that Metro did not have the permanent FTE to handle. She noted a recent survey pointed out that the planning fund was recognized as one of Metro major responsibilities as well as one of the items the public liked. She ended by saying it was easy to vote for the budget this year because the review from executive and staff had made a statement

that we were going to review the projects and services on a yearly basis and those that did not work would be cut and those that did work would continue. She said she was pleased to bring this Ordinance No. 99 793C as the finished budget as approved by the Tax Supervising and Conservation Commission.

**Vote:** The vote was 6 aye/ 1 nay/ abstain. The motion passed with Councilor Kvistad voting no.

**8.2 Ordinance No. 99-808, Amending the FY 1998-99 Budget and Appropriations Schedule in the Growth Management Department of the Planning Fund transferring \$42,350 from Contingency to Personal Services to fund annexation processing services purchased by the local jurisdictions and declaring emergencies.**

**Motion:** Councilor McLain moved to adopt Ordinance No. 99-808.

**Seconded:** Councilor Bragdon seconded the motion.

Councilor McLain opened by saying this came in front of the Growth Management Committee and at this time she brought forward this particular budget change. She said we were transferring money from one fund to another to help Metro with the transition period in the annexation processes and services that had been purchased by local jurisdictions from us. The boundary commission went away in January of this year, and many of the services needed to be carried over by the county or by Metro. Metro had a person who did work with the commission, Ken Martin who worked in this building but was being contracted by the local jurisdiction that wanted boundary annexation work completed for them. She stated this had been going on for 5 to 6 months, it seemed to be working quite well, and local jurisdictions were now asking for hourly rates for other projects on their books. She stated that it was helping us through the transition of not having a boundary commission and making sure that Metro and the counties were able to take over those functions. She suggested an aye vote.

Presiding Officer Monroe thanked Councilor McLain and asked if there were questions of members of the council.

Presiding Officer Monroe opened a public hearing on Ordinance No. 99-808. No one came forward, Presiding Officer Monroe closed the public hearing.

Councilor Bragdon asked if it was costing the citizens of these jurisdictions who used these services any more with Metro or with the Boundary Commission.

Councilor McLain responded that this was conversation that went on in the sub-committee of MPAC when they went through writing the code and the changes for this commission. They conducted a study to figure out what the cost and overhead was, and what a fair rate would be. She stated that they were not identical to the boundary commission, because the work had been split up differently. They agreed to look at those fees very concisely to see if they were fair market value. They may be more or less depending on how it had been split up.

**Vote:** The vote was 7 aye/ 0 nay/ 0 abstain. The motion passed unanimously.

**8.3 Ordinance No. 99-810, For the Purpose of Amending the Budget and Appropriation Schedule for FY 1998-99 by Transferring \$50,000 from Contingency to Personal Services in the Zoo Operating Fund, and Declaring an Emergency.**

**Motion:** Councilor Washington moved to adopt Ordinance No. 99-810.

**Seconded:** Councilor Bragdon seconded the motion.

Councilor Washington opened with saying that this was just an adjustment of \$50,000 in the Zoo operating budget for fiscal year 98-99 this was needed for additional temporary and visitor services. The result of this was there was a higher than expected start up labor for the new entrance facilities and a greater than projected catering volume which needed additional funding for temporary services. This was a one time transfer, they did not anticipate any additional transfers from contingency at least for the balance of this year, and there was the money in contingency. This will reduce the line item from \$663,510 to \$612,510 and increase the personal service line from \$9,085,648 to \$9,135,645. He stated that this was just on of those things where they needed just a little extra money. He urged an aye vote.

Presiding Officer Monroe asked Councilor Kvistad if he was going to ask about the temporary services.

Councilor Kvistad said no, he was in favor of this. He stated he could ask for a list of who they were and what they were doing, because they may be part of the 1,000,000 temporary hours he had spoken of before concerning the budget.

Presiding Officer Monroe said he was just checking he didn't want it to seem that he wasn't paying attention.

Councilor Bragdon suggested a truce here, and said that we wouldn't let Councilor Kvistad ask if there were temporary employees if we didn't ask him to talk about the importance of having contingency for just this sort of thing.

Presiding Officer Monroe conferred that sounded well.

Presiding Officer Monroe then opened a public hearing on Ordinance No. 99-810. No one came forward. Presiding Officer Monroe closed the public hearing.

Councilor Washington thanked the Presiding Officer, Councilor Bragdon, and Councilor Kvistad, for allowing him to be neutral in this situation. He then closed by urging an aye vote.

**Vote:** The vote was 7 aye/ 0 nay/ abstain. The motion was passed unanimously.

## **9. RESOLUTIONS**

**9.1 Resolution No. 99-2764, For the Purpose of Approving Metro Membership in the "For the Sake of Salmon" organization.**

**Motion:** Councilor Park moved to adopt Resolution No. 99-2764.



**Seconded:**      **Councilor McLain** seconded the motion.

**Councilor Park** opened by saying that this was something that the Presiding Officer brought to the Growth Management Committee based upon a letter he had received inviting Metro to join this organization for the sake of the salmon. He invited Senator Bradbury to speak on this.

**Senator Bill Bradbury** said for the sake of salmon was formed in 1995 because there was a recognition that just suing each other wasn't going to save the salmon. It was going to take all of us to save the salmon. He stated that the endangered species act listing clearly made that very apparent. That was the effort Metro was involved with, supporting the watershed-based approach, where you involve as many stakeholders as possible.

**Presiding Officer Monroe** said it tweaked his interest when he said it would not cost anything, and all the sudden he became a strong supporter.

**Councilor Park** asked for a short list of the members of this organization

**Senator Bradbury** said there were 62 organizations in 3 states, California, Oregon, Washington. There were a number of federal agencies. There were the tribes represented by the Northwest Indian Fisheries Commission which included 23 treaty tribes in the state of Washington. Local governments were Metro, City of Portland, counties throughout the region, and City of Seattle. On the non-governmental side there were environmental organizations in all three states, Pacific Rivers Council, Trout Unlimited, the fishing, boat sport and commercial industries. Agriculture was represented by both the California and Washington farm bureaus, Industry, Utility, and Timber was a member. It was a pretty broad ranging group and the challenge we faced were finding something all those people could agree on. That was what we hung our hat on.

**Councilor Park** stated that from what they had touched on there was no financial obligation to this membership. The activities were basically to provide support for conferences, to try to get people together to talk about issues, to support voluntary watershed organizations. Some people might be nervous with the environmental groups' coalitions. He urged an aye vote.

**Vote:**            The vote was 7 aye/ 0 nay/ abstain. The motion passed unanimously.

9.2      **Resolution No. 99-2789**, For the Purpose of Declaring Support for Pacific Coastal Salmon Recovery Initiative and Federal Funding for Watershed Recovery in Response to Endangered Species Listing.

**Motion:**            **Councilor Park** moved to adopt Resolution No. 99-2789.

**Seconded:**        **Councilor Washington** seconded the motion.

**Councilor Park** opened by communicating that there was no financial obligation to Metro, this resolution communicated our support for the \$100,000,000 that was being proposed by the Clinton administration for the four western states for recovery of fish habitat. He brought out that our support on this was perfectly logical, and we recognized that we would not be receiving this money directly, however the watersheds that were in our region may be possible recipients. He

then asked Senator Bradbury and David Moskowitz, the Salmon Recovery Coordinator, to go into more detail.

**Mr. Moskowitz** said this effort to come up new money in the congressional budget was testimony to the broad support there was for the west coast salmon recovery. In the congress there usually was not a lot of support for increasing budgets, yet we still found a lot of support in the Senate for this new effort with new money approximately \$80,000,000 to be divided between the states and \$20,000,000 for implementation of the recently signed US/Canada Salmon Treaty which would help our rivers even though a lot of the action in Puget Sound and off the coast of British Columbia and Alaska. He stated there was a lot of work to do in the house, back in D.C., the Metro – Council resolution would be sent to our Oregon delegation so they could talk with their colleagues and urge support in the house which was where the real battle was.

**Presiding Officer Monroe** asked Mr. Moskowitz how he really felt about being called the fish guy.

**Councilor Bragdon** asked for kinds of projects this was used for.

**Mr. Moskowitz** described one of the key parts of the fund was having state mechanisms by which there was an ability to pass this money through local governments. He said that, in the past, Oregon had had the watershed enhancements board or GWEB. It was the only state in the west that had had a very effective mechanism with state money, federal money down to the local watershed level. It was very possible that mechanism would be changed by this Oregon legislature and the creation of an Oregon Watershed Enhancement Board, OWEB. This was an effort that may change things a bit but it was meant to be broader. Both California and Washington had, just this year, created a mechanism to pass through both state funds and federal as well as private funds. The way it worked in Oregon was the GWEB had a board that reviewed projects by applicants, that had a set of criteria and priorities and applied a certain amount to streamside fencing, creation of off chance rearing habitat and agricultural lands on the coast. Most of this was hands on; he would defer to Senator Bradbury to give some examples.

**Senator Bradbury** said he thought that Moskowitz did a good job and that the governor in this state had made it very clear that if this federal money arrived it would be spent by the governors watershed enhancement board or the new OWEB if it came to pass. That meant that most of the money went to projects that had been the result of in the watershed council doing a watershed assessment, developing and prioritizing the action plan, then implementing the action plan. That was what the money was for, that was exciting because the President and the federal government had recognized the significant impact on habitat that these kind of voluntary watershed associations could have.

**Presiding Officer Monroe** asked for additional questions.

**Councilor Atherton** added that when you were dealing with the federal government it could be good news and bad news. There was always the question why should federal taxpayers save salmon on West Coast. Federal taxpayers had received the benefit from these lands.

**Councilor Park** thought people were beginning to recognize that recovery efforts was going to be a long battle and the area of critical need was on private property. We needed to find good incentives to help people create the habitat that was necessary, if it were just on the federal lands

we would have a different mechanism. The reality was with private property rights we just need to encourage people to do the right things. When you treat people with respect they want to do the right thing, that was just natural. It did not have a financial impact on Metro, and it would be decided on in Congress, with the four states involved. He urged an aye vote. The recommendation would be a cover letter sent to the congressional delegations drafted by the Presiding Officer and the Executive Officer.

**Vote:** The vote was 7 aye/ 0 nay/ 0 abstain. The motion passed unanimously.

9.3 **Resolution No. 99-2797**, For the Purpose of Appointing Dorothy Sperry to the Water Resource Policy Advisory Committee.

**Motion:** **Councilor McLain** moved to adopt Resolution No. 99-2797.

**Seconded:** **Councilor Kvistad** seconded the motion.

**Councilor McLain** said the WRPAC bylaws were passed by this council and in that particular update we had some new members added and some other folks that they were confirming. There would be a couple more coming because there had been changes in some agencies that had some time for change of staff. This change was from the Port of Portland and would allow Dorothy Sperry to become the regular member and Mary Gibson to be the alternate member. She said WRPAC was notified in their packet and they chose not to vote since it was not an agency appointment.

**Vote:** The vote was 7 aye/ 0 nay/ 0 abstain. The motion passed unanimously.

**Presiding Officer Monroe** opened a public hearing on resolutions: 99-2795A, 99-2806A and 99-2804A.

**Councilor Kvistad** spoke to Resolution No. 99-2795A, the Unified Work Program. As part of the failure of South/North light rail there was still a major need in Clackamas County to deal with transportation issues. As such we tried to address that and made some commitments to the county. There was \$1.5 million for a study of the Transportation Alternatives as part of the funding package just approved. That meant we needed to amend our work plan in order to improve our projects or make new ones.

The second resolution was to amend the Locally Preferred Strategy for the northern light rail segment now to be called IMAX. This resolution started to show the alignment and the scope of work. We will move on to complete technical work necessary to have that project be viable and in place.

The third resolution, in part, was endorsing the IMAX project and, in part, was for the south corridor finances strategy. What this meant was, we were not going south with the light rail. We heard the voters; the only project we would be working on was the north segment. Today the Council would consider endorsement to move forward with IMAX. The final decisions would come from federal government in November. For now, saying we were looking at the segment, how did you pay for it once the studies were done. How do we fund improvements? The money already in the reserve for the south/north was set aside for rail in the corridor, \$55 million. Over and above that was for HOV lanes and other projects. We said we would take any savings and

add additional money into a new flexible fund to allow us to look at things like new HOV, new bus, other items and Washington County Commuter Rail. Roy Rogers, Washington Commissioner, was the member who supported this and brought it to our attention. It got unanimous support from JPACT to go forward.

**Mr. Richard Brandman, Transportation Planning Director**, discussed the south light rail. He said when the election was lost and the listening posts were held, Metro heard clearly no south light rail and the suggestion not to forget to do something with some kind of alternative. Traffic was expected to double over the next twenty years. The study in the Work Plan was intended to break the study area into 3 distinct segments because there may be improvements required in each segment that were different from others. They would look at options and would come up with a strategy that was cohesive. They would look at the expansion of McLoughlin Blvd. The over all study would conclude no later that Dec 2000. Staff had worked with the community, Tri-Met and City of Portland to develop an alternative. Part of the problem was costs. Would there be another way to do it with less cost and impact. He indicated that Fred Hansen, Tri-Met General Manager, would be here to tell you the answer to those questions. A tremendous public involvement effort had been held as well. In general we were finding the community was in favor of the north light rail about 2 to 1. We produced a supplemental draft environmental impact statement on this project. That triggered a 45-day public comment period. The project would have significant benefits. There would be a time savings of about 45%. There were concerns about traffic diversion and what would the interchange at the Expo look like. If this resolution were approved over the next several months the Transportation Department would develop the final environmental impact statement. If this was successful we could negotiate an agreement with the federal government by the end of this year potentially, and could start operation in 2004.

**Councilor Atherton** asked if the \$114 million was from Lloyd Center to Expo Center?

**Mr. Brandman** said that was correct.

**Councilor Atherton** said people might ask why this lower cost proposal was not made the other time.

**Mr. Brandman** said they had looked at this project in the mid 1990s. He showed the new alignment on map and showed the alignment on the previous alignment map on the east side of freeway north of downtown. By shifting the light rail to the west side you changed the access to the Elliot neighborhood and Emmanuel Hospital.

**Councilor Kvistad** followed up by saying, in terms of the financing of the project itself and where we were going, it had been an interesting kind of journey for all. This was a very constrained environment and with 24 cities, 3 counties and special districts, we needed to come up with a balanced package. There had been a unanimous vote from JPACT, a body that wasn't necessarily prone to unanimity when it came to dolling out dollars. This was a good testament to why the federal metropolitan planning organization worked. He thought that this was a good thing to keep in mind.

**Mr. Brandon** said this also came recommended unanimously from Portland City Council and the Tri-Met Board. He said you might be hearing from them.

**Presiding Officer Monroe** opened public hearing on all three resolutions, indicating that each person would have three minutes to speak and could speak to one or more of the resolutions under consideration.

**Fred Hansen**, Director of Tri-Met, gave a comprehensive approach to look at needs in the south/north corridor. He emphasized factors: listening posts were critical to identifying that the north area continued to support light rail. The southern area wanted transit but alternatives to light rail. Dick Reiten, CEO of NW Natural Gas, led a business and neighborhood effort to look at alternatives. The original communication had zero displacements by being located on Interstate Ave. He said there were additional steps that needed to be taken. He stated that they had about 5% of the engineering level that needed to be completed, 30% would be completed during this next several months if approved. Traffic, nature of urban design, bus program, these and more issues would be addressed in the next several months. They were beginning on the bus work.

**Presiding Officer Monroe** said Councilor Washington was also a member of JPACT, his district played a critical role in neighborhoods. He had played an instrumental role with all the meetings being the chair.

**Per Fagering, 4108 SE 16th, Portland OR 97202** said he was opposing the resolution. He said the stops were too far apart and some residents in the neighborhood under the Albina Community Concept Plan which would be high density, would be 10 blocks away from a stop. Businesses between stops would suffer and go out of business for the basic purpose of bringing people from Vancouver, when the I-5 was being repaired, the people came from Vancouver on existing tracks and it was good. People wanted a pedestrian friendly Interstate. Streetcars were better suited for people who lived there. Finally, money could be better spent. Local agencies were putting up \$110 million and there was better ways to spend it. Here was a possibility of commuter rail. The Interstate project should serve people in the neighborhood, not across the bridge.

**Terry Parker, 1527 NE 65th Ave Portland, OR 97213** said there was zero tolerance. The public wanted zero taken away. That meant Expo park and ride must be moved or replaced. Capacity must be increased. Costs must be part of total project. Zero take aways also meant any financing plan, urban renewal district or developing tax incentive would not be caused to raise taxes on any other property. You had also heard truly regional service. Today there were multiple regional centers; old-fashioned service was not good enough. He suggested that trains must also go from Gresham to Expo center, direct express bus connections should bypass the downtown congestion. He added in 1978 as chairman of Banfield Citizen Advisory Committee he suggested a line be built to airport in conjunction with the Banfield line.

**Councilor Kvistad** asked about photos.

**Mr. Parker** said they were his.

**Greg Kantor**, Vice President Public Affairs at NW Natural Gas appeared before the council, represented Dick Reiten. He wanted to speak to how the proposal for line had evolved and received. In early February after discussions with a number of people in the business community Mr. Reiten asked Fred Hansen whether it was still possible to capture federal funds for a light rail project. Mr. Hansen said it was if they moved quickly. He stated that some voters said no to

North/South because they did not want to increase property taxes. This proposal would not. Some felt it was too expensive. This proposal was about a 3<sup>rd</sup> of the cost. This would displace no homes. It had the potential of capturing more than \$250,000,000 in federal funds. Enthusiasm for line extended across the Columbia. Region-wide 63% said they supported the line. In addition to the public support, there was strong business support for the project. The petition that he mentioned early included the region's largest companies as well as numerous small companies.

**Rick Williams** chair, IMAX Advisory Committee stated that it had 15 members representing communities along the line. He wanted to outline the process of developing the detailed white paper recommending which supported moving forward with IMAX They had met 6 times since April. The process included 1) Community involvement, communicate using simple terms reach out beyond established groups 2) traffic was a concern, staff was working hard to address those questions, how it correlated with I-5 trade corridor. PIR was a very high concern. 3) urban design, this had to be integrated into a coherent vision to the enhancement of the community 4) funding, we were supported by mayor for urban renewal, 5) economic development, business and public should be part of planning 6) bus/lightrail interface, recommended beginning with the premise that existing bus service would not be eliminated. What was there that wouldn't work, 7) environmental issues, getting to Vancouver. The committee looked forward to finishing and bringing work to the Council. The Citizen Advisory Committee recommended moving forward with this project.

**Presiding Officer Monroe** thanked Mr. Williams for his of years of work on the project. He said we need more people like you in community.

**Councilor Bragdon** asked Mr. Williams if that work should not be considered finished with the white paper. It had a lot of history. He hoped that the 15 members on the citizens advisory committee would continue to be a part of the process.

**Mr. Williams** agreed and said they would stay with project as long as they could.

**Gerald Milner** said one of the reasons for advocating this project was concern for people in Portland. He shared that concern as well. He documented in the handout (a copy of which may be found in the permanent record of this meeting). Historically they had under invested in buses in North Portland. To compare the regions, there were much fewer in that area. Second, he spoke to the tremendous cost savings, the project would cost \$12 for additional rider, average cost for present riders is 1.80. If you read the specs carefully, they were going on purchasing 24 trains, and they were only going to have 17. This was a future cost. There was also travel time savings. Note you were comparing a bus that stopped every 2 blocks vs. a train that skipped every 5. Express buses were considered. Fourth, economic development to North Portland, there was no evidence that that occurred. You were willing to cut out the middle of a road in North Portland. He also expressed concern about rail congestion in the proposed plan. Tri-met had never successfully operated a train more than every 5 minutes because trains stacked up. This project proposed a train every 2.6 minutes. This was not feasible.

**Connie Hunt, Hayden Island Neighborhood Association, 3650 N. Lotus Beach Drive, Portland, OR 97217.** Her question was was this project worth further consideration. Her response was no. It was fatally flawed and no amount of discussion could help it. Begin work on a project that would work. She pointed out some major flaws: traffic, the project did not raise

the level of service to an acceptable level. Park and ride for Expo was big flaw because she lived there. The interchange on Marine Drive would prohibit anyone from using the park and ride, if they tried they would just add to an already failed system. Port of Portland was planning a project on the West End of Hayden Island which would directly impact traffic. Economical development, she did not believe this would develop in the area. She recognized the need for development but remained unconvinced this was the one. The project would displace businesses both during and after construction, it would victimize businesses. She expressed concerns about the creation of urban renewal district. The funding resources seemed very vague but if there was a free pot of money this project did not deserve funding.

**Jerrie Johnson**, 6336 N. Campbell, Portland, OR 97217, spoke in opposition to the full Interstate alignment. She was concerned about the large amount of traffic that would be diverted into her neighborhood. She commented that in the year 2015, with or without lightrail, the Going Street intersection, Lombard and Denver/Argyle would have F-LOS (level of service) designations. She had great concerns about the isolation of the area between I-5 and Interstate Avenue, which would once again be divided. Access in and out of the neighborhood would become less achievable as well as impact the neighborhood businesses on Interstate. She cautioned that emergency vehicle access must be carefully assessed; she reminded the council that Interstate Avenue was a main conduit for emergency vehicle access. She also had great concerns about the 3 school crossings on the proposed rail line, 2 directly on the line, and one a block away. She wondered how much Expo could hold; because they already had the exhibit halls, a proposed park and ride and a proposed pavilion. She said there was already PIR and East Delta Park and Hayden Island activity and she felt the entire complex needed to be studied for the whole picture before any plans were carried out.

**Tad Winiecki** 16810 NE 40th Ave, Vancouver, WA 98686, summarized his written testimony (a copy of this testimony can be found in the permanent record of this meeting). He said an important fact about transportation systems in any area was that if you did not have to pay the driver, smaller vehicles were more economical. His recommendation to Metro was don't build more lightrail lines because they were not economically competitive with buses since the 1930s. He suggested expanding bus service and supporting research for planning for personal rapid transit which was a demand response, non-stop, origin to destination transit system that would use small computer controlled vehicles and operate 24 hours a day. He also suggested letting a transportation company build and operate the personal transportation system as a utility franchise like telephone or electricity, then it would not require any tax money.

**Councilor Atherton** was concerned about the isolation of Interstate to I-5 mentioned by Ms. Johnson. He asked if the proposed high density was part of the original plan.

**Ms. Johnson** said part of the Albina plan allowed for high density once the lightrail was initiated.

**Councilor Atherton** said he had attended the listening post when a number of women came in to speak about respiratory problems in their children as a result of living near the freeway.

**Ms. Johnson** said she did not have personal experience with that, but had heard comments at the meetings.

**Councilor Atherton** asked why Ms. Hunt specifically mentioned the traffic in and out of the neighborhood and whether she felt it would be adequately mitigated.

**Ms. Hunt** knew they would try to pursue mitigation but because this committee was more concerned about the eco development of the project, they were willing to accept that kind of overflow. She said when she first joined the committee she thought they would be more concerned about improving the transportation system. She found it was much more complicated than that and felt the committee had accepted that the pursuit of economic development was much more important than the negative overflow prospects of transportation in the neighborhoods. She said they saw it as a way to revitalize north Portland, although she did not agree and felt it was not the right tool to use, and too expensive to use as a development tool.

**Stephen Iwata**, City of Portland, 1120 SW 5th, #702, Portland, OR 97204 spoke for Commissioner Charlie Hales who had to be in Salem. He handed out a resolution adopted last week by the Portland City Council in support of the MAX alignment and urged the Metro Council to adopt the same. (A copy of the resolution can be found in the permanent record of this meeting.) He said they had taken about 4 hours of public testimony. He said there was a tremendous probability for economic improvement and job opportunities with this lightrail project. He said the council also recognized that the I-5 freeway had a significant adverse impact to adjacent neighborhoods and the lightrail could act as a catalyst to bring the neighborhood together in terms of access to jobs and economic revitalization. He said they were also looking at the bus system for better transit connections.

**Allen Hipolito**, 4907 N Williams, Portland, OR 97217, spoke as Director of Environmental Programs at the Urban League of Portland. He read a quote from the National Environmental Justice Advisory Council about urban revitalization, "Urban revitalization is very different from urban redevelopment. The two concepts are not synonymous and should not be confused with each other. Urban revitalization is a bottom up process. It proceeds from a community based vision of its needs and aspirations and seeks to build capacity, build partnerships, and mobilize resources to make the vision a reality. Revitalization does not lead to the displacement of communities through gentrification that often results from development policies and governments must not simply view communities as an assortment of problems but also as a collection of assets." He felt this lightrail project was on track. The commitment to community involvement was the most fundamental agreed to by the CAC. The League's main perception was that meaningful community participation was fundamental to a project's chances of success. He said these burgeoning coalitions were the future of this region's growth management strategies and should be nurtured. He urged the council to recognize their challenging role in the future of this project. He felt they were making a structurally inclusive model that, when replicated, would open the door for environmental justice communities throughout the country to access and impact growth management and transit decision making.

**Neil Brown**, 2205 N. Skidmore Ter., Portland, OR 97217, was opposed to lightrail along Interstate Avenue. He was very disappointed with the process and with the whole idea of turning a moderately busy 4-lane road into a 2-lane road and assuming the traffic would go away. He did not believe the neighborhood would be better off by having traffic pinched down to 2 lanes to make room for the lightrail train. He was angry and disappointed and did not think there had been a serious attempt to get public involvement. The voters had not been asked about the lightrail again this time, except in a fashion likely to select people supportive of the project. He felt very few people would walk into the Interstate MAX office to say they did not approve. He



thought the council should get a clue that people did not want the lightrail since they had already voted against it 3 times. He thought it was interesting that members of a so called "Citizen's Advisory Committee had been hand picked by the director of Tri-Met, the one party with everything to gain from this process. He questioned the objectivity of their findings and the reasonability of the project under consideration. He said again he was very disappointed that it was going ahead.

**Presiding Officer Monroe** said in his 25 years of experience, it was his considered opinion that they tended to hear from the opposition much more than those in support.

**Mr. Brown** replied that his parents were at home because they were not comfortable in a confrontational circumstance like this. He knew others that felt the same way.

**Jim Howell**, 3325 NE 45th, Portland, OR 97213, supported IMAX and its future extension to downtown Vancouver. He said it would serve a well established transit corridor with speed, reliability and capacity. Prior to a Vancouver extension, there could still be high ridership if fast, frequent and reliable bus service was provided between Expo and C-Tran's downtown transit center. He felt, however, that park and rides at Expo and/or PIR would be counterproductive and would reduce total transit patronage and create unnecessary traffic congestion. He handed in written testimony (a copy of which can be found with the permanent record of this meeting.). he said good local transit access could be retained when the #5 was replaced if 4 intermediate local stops were added at Shaver, Alberta Ainsworth and Bryant. He said the additional stops did not need to have all the amenities of the primary stations. He said as Expo expanded some consideration should be given to lightrail station. He felt perhaps reorienting it to the east rather than the north should be considered.

**Councilor Atherton** asked about the frequency of the trains.

**Mr. Iwata** said the engineers were confident 2½ minute trains would work downtown.

**Councilor Washington** said to Mr. Howell that the Metro Operations Committee would be having some discussion about the Expo lightrail. He offered Mr. Brown to visit with his parents at their home.

**Mr. Brown** said he would be interested in getting further involved and would ask his parents if they would like a visit, but pointed out that after this council unanimously approved going forward with the project today, it would be a little late.

**Lynn Peterson**, 534 SW 3rd Ave, Suite 300, Portland, OR 97034, transportation advocate for 1,000 Friends of Oregon and member of the Coalition for a Livable Future, felt the biggest part of the project was the vision to increase access to citizens and provide transportation choices and a clean environment in north Portland and the region, not just blocks from the I-5 corridor. She said the overall vision benefited the entire region and many of the concerns would be met as they moved forward in process. She reiterated that this lightrail met the basic goals of Chapter 1 of the RTP. She said the biggest benefit of all was the further extension of lightrail across Columbia into Vancouver because that was what really impacted north Portland. She said without the lightrail they would see Level of Service "F" because there would be no capacity.

**Don Arambula**, 8224 N. Fenwick, Portland, OR 97217, said the Kenton Neighborhood Association supported the project and had always supported lightrail. They felt this was the best proposal they had seen. He commented that the growing amount of traffic through their neighborhood came from Vancouver and their feeling was that they would be providing a facility for those people just traveling through. He said reducing the street to 2 lanes would still serve the neighborhood without providing the easy opportunity for cars to just pass through. He felt lightrail would provide dependable and more efficient transportation and added that it was important to do it right. They thought it was important to learn from the lessons of the west side and the Banfield.

**Craig Flynn**, 12048 NE Fargo Ct., Portland, OR 97220, shared his button that said "It's the Congestion Stupid". He said this line would do nothing to reduce congestion but would only replace the #5 bus. He said they kept hearing about community involvement. There had been lots of it, but the council did not like the answer 3 times so they were going to do it again without asking the people what they wanted. Why not? Because they would vote no again. He said they had learned it did not reduce congestion or improve transit out to east county. He said for some reason there was this huge trough of money all of a sudden, to build lightrail to the airport without a vote. He said this line would also probably be built without a vote. He felt public involvement was needed to spend that kind of money and the best poll of the people was the vote, not the focus groups. He said maybe they should prove the 2-5 minute headways would work by using the existing tracks to test it out. He was not convinced it would work.

**Presiding Officer Monroe** closed the public hearing.

9.5 **Resolution No. 99-2795A**, For the Purpose of Amending the FY 00 Unified Work Program to add the South Corridor Transportation Alternatives Study and Amending the Transportation Improvement Plan (TIP) to Authorize FY 99 Surface Transportation Program (STP) Funds.

**Motion:** **Councilor Kvistad** moved to adopt Resolution No. 99-2795A.

**Seconded:** **Councilor Washington** seconded the motion.

**Councilor Kvistad** said it was a real irony that he was moving these proposals because he had been one of the biggest critics of Tri-Met and the original west side project. He also was not a big supporter of South/North, but now he was moving this resolution that he not only supported, but felt would really make this a better region. He said 80% of the people he talked to felt this was the part of South/North that made sense. He said this work program on the south corridor alternatives would starting working and partnering with other jurisdictions from the region that needed help. He said this resolution in particular would make positive changes for Clackamas County and the region as a whole.

**Councilor McLain** said opportunities being maintained through this study were important, i.e., the opportunity to connect to other parts of the jobs/housing community. She found this resolution to work for continued connections, good air, keeping as many choices as possible, including not displacing people in neighborhoods. She agreed with Councilor Kvistad and said she would also vote in favor of the resolution.

**Councilor Bragdon** spoke about the south end of the project. He saluted Councilor Kvistad as a leader in this process. He felt financially and environmentally, that doing nothing about this lightrail line would be far more expensive in the end than building it now. He said it was important to move ahead on the south end because it addressed some of the concerns and gave an opportunity to explore all of the possibilities for southeast Portland as well as Clackamas County. He supported the resolution. He recognized Clackamas County Commissioner Bill Kennemer's work with Councilor Kvistad on this issue.

**Councilor Atherton** said he had a proposed amendment to the resolution.

**Presiding Officer Monroe** clarified with Mr. Cooper whether they could amend something from JPACT or if they could just suggest amendments and send it back.

**Mr. Cooper** had not had a chance to review this, but said it was certainly true that any project approved by JPACT could not be unilaterally changed by the council without it going back through JPACT. He thought this was possibly one of the rare instances where they could do something to a resolution from JPACT without having to go back to them.

**Presiding Officer Monroe** said if there was support for this amendment, he would ask Mr. Cooper to check the JPACT by-laws. The Presiding Officer called for a second to Councilor Atherton's motion to amend.

**Councilor Kvistad** said there was a slight flexibility for making nonsubstantive modifications to JPACT resolutions, i.e. technical adjustments to correct language but not intent. He said they could sometimes make changes in the wording of the "WHEREAS", but if the direction in "BE IT RESOLVED" was changed, he would, as Chair of JPACT, ask for it to return to that committee.

**Presiding Officer Monroe** said that was also his understanding of the rules.

**Mr. Cooper** commented that the "BE IT RESOLVED" being added here was an additional item and not contradictory to the three resolves JPACT had already approved. He questioned whether the added resolve would have any affect until JPACT had approved it

**Councilor Kvistad** said the "BE IT RESOLVED" of the amendment used the word "intends" which substantively changed the document in his view.

**Motion to Amend:** **Councilor Atherton** moved to amend Resolution No. 99-2795A to include 4 new WHEREAS sections and one new "BE IT RESOLVED" to create Resolution No. 99-2795B (See a copy of the full amendment dated June 24, 1999, in the permanent record of this meeting)

**Second:** The motion to amend died for lack of a second.

**Councilor Atherton** felt Resolution No. 99-2795A did not adequately reflect the concerns of many people who were not making the land use/transportation connection. He said while tremendous resources were being put into the north part of the region where very little of the growth was taking place, growth was being pushed in the south part, even though many people there did not want it, and resources were not providing the kind of transit needed in that area. He

felt that should be required before expanding the urban settlement. He felt they could not be putting everything into the north and give Clackamas nothing.

**Councilor McLain** agreed they had tried to be sensitive in their analysis of what the voters wanted. She said the people in the southern section had indicated that they wanted more diversity than what was offered with the South/North. She said it had seemed very important at the JPACT table with Clackamas County and the others present, to put together a \$1.5 million package for Tri-Met to deal with some of the issues Councilor Atherton had brought up. She said the north was not getting everything and they had actively tried to integrate a northern and a southern solution that would work as a complete system and still took in the uniqueness of the different parts of the region. She agreed with Councilor Atherton that it was important to remember the south side, but she believed these programs did that.

**Councilor Bragdon** said the record would show Commissioner Kennemer voted for the original resolution at JPACT.

**Presiding Officer Monroe** offered his thanks to Councilor Kvistad and Commissioners Kennemer and Hales for working out the agreement that led to the unanimous decision by JPACT to forward all three of these resolutions.

**Councilor Kvistad** said this was about the southern region. He said the program was to fund a study of Clackamas County's needs, in direct response to a request from them. He explained this resolution amended the Unified Work Program to add funds to study the southern transportation corridor, and Commissioner Kennemer had worked very closely with everyone at the JPACT table to come up with it. He recommended an aye vote on Resolution No. 99-2795A.

**Vote on the Main Motion:** The vote was 6 aye/ 1 nay/ 0 abstain. The motion passed with Councilor Atherton voting no.

**Presiding Officer Monroe** wanted the record to show that the south study involved not only Councilor Atherton's district, but Councilor Bragdon's and his own district as well.

**9.4 Resolution No. 99-2806A, For the Purpose of Amending the Locally Preferred Strategy for the South/North Light Rail Project to Define the Interstate MAX Project as the First Construction Segment and to Amend the FY 2000 Unified Work Program.**

**Motion:** Councilor Kvistad moved to adopt Resolution No. 99-2806A.

**Seconded:** Councilor Washington seconded the motion.

**Councilor Kvistad** explained that this was the first of two pieces regarding the north section and the Interstate MAX project, and defined the corridor, the project, and the segment before council. He advised the council that the next piece (Res. No. 99-2804A) would be the financing package. He referred to maps the council had already seen, as well as the Supplemental DEIS (see a copy of this document in the permanent record of this meeting). He said there were a lot of things in the reports that directly tied to how things were done and how they moved along.

**Councilor Washington** felt the process had been very fair and open. He said sometimes it was tough to sit and listen, and sometimes it was easy to be against something. He said he always

tried to find the middle of an issue so he could take the good and try to make sense of it for the region. He said this package was not the full answer, but one very small piece of a very huge transportation picture for the region. It would not solve all of the problems, but it would help a great deal. There would be many more projects. He remembered when the section of I-5 from downtown to Vancouver was built in the 1960s. He commented that now that it was packed, they were just trying to help make it a bit better. He said he would support the resolution.

**Councilor Atherton** had a proposed amendment to the resolution that he felt addressed the concerns of people who voted against lightrail in Clackamas County.

**Motion to Amend:** **Councilor Atherton** moved to amend Resolution No. 99-2806A to create Resolution No. 99-2806B (See a copy of the full amendment dated June 24, 1999, in the permanent record of this meeting)

**Mr. Cooper** said, in response to a question from the Presiding Officer, that this was a historical change to the amendment, was purely a style change and was not substantive. He said it would not require a return to JPACT.

**Second:** The motion to amend died for lack of a second.

**Councilor Atherton's** concern was the statement in the second "WHEREAS", "the voters in the region did not approve a ballot measure that would have reaffirmed the region's 1994 voter's approval of local funding for the South/North Corridor Light Rail Project." He said this was not a vote of reaffirmation because it was a substantially altered project. He felt the words were inappropriate.

**Councilor Park** said his historical perspective on the eastside lightrail was interesting because he originally thought lightrail was a mistake. He thought it was a fluke and a complete waste of time, money and effort. He served 8 years on the Mt. Hood Parkway committee and studied routes both inside and outside the UGB. From the citizen testimony, they learned there was no route acceptable to everyone, so the only possibility was to pick the one that affected the fewest amount of people. He said that was also true in this case, from listening to the testimony of the last 4-5 months. He thought this was the best route and type of system possible within their resources and he would support the resolution. He said it was not an easy choice and he knew it would not make everyone happy, but he thought there would be fewer unhappy people with this route.

**Councilor Bragdon** said this process was proof there was no one-size-fits-all solution, and those who said Metro was trying to impose that should look at how this process had worked. He hoped they would move ahead with this rail project because the people had supported it, and it was a great opportunity for the future. He said it was possible they could look back at the bond measure of November 1998 and say it was the best thing that never happened. He thought, frankly, what they had come up with now on the north end was a better project, partly due to the citizen involvement. He felt the most exciting part was the opportunity to revitalize an existing urban neighborhood that had been disadvantaged by transportation investments for many years. He commented that Dr. Mildner's figures about bus passengers in north Portland were exactly right, although he drew a different conclusion. He gave some caveats in closing: he said there was not been a vote when blocks of north Portland were bulldozed to build I-5. He did not think a vote to add lanes to I-5 would pass at this time, either. His final point was that this was not the full job, it

was just the beginning to address the transportation needs of the area. Those needs included lightrail, but also the needed maintenance for the automobile network. He said they needed to maintain even while moving forward.

**Councilor Atherton** said Clackamas County would enjoy this resolution and supported improving and upgrading the northern part of the line. He said they also appreciated the study money for the south part of the region and the discussion about creating a fund to apply towards improvements in the future. He said he would support the resolution but people needed to know the lightrail vote from Clackamas County had substantive and concrete reasons behind it.

**Councilor McLain** said Councilor Bragdon's point that this was not the end of the job, was important. She reminded the council that transportation work was never finished. When there were 20-30 year projects going, you had to keep going and your replacements had to continue the work also.

**Presiding Officer Monroe** commented that he had been involved in this project for many years and had listened carefully to citizens at listening posts. One of the things the citizens were concerned about was the high asthma and respiratory problem levels of children and the elderly in the vicinity of the freeway. He said it was getting worse because the freeway was more and more congested. He noted that when traffic was not moving very fast, it made the level of pollutants in the air higher. He believed a clean electric lightrail line with the capacity of a 6 lane freeway to Vancouver would help reduce the likelihood of that problem getting worse. He was hopeful for approval of this line because lightrail to Expo would help reach the ultimate goal of lightrail all the way to Vancouver so commuters would have another choice for traveling to work. He said transportation choices included automobiles, buses and lightrail, bicycles, walking, car pooling, etc. He said a network of transportation systems would provide people with choices and was the reason this region was being watched by the rest of the nation as an example of the right way to do things. He strongly supported the resolution and thought it was the right thing to do. He thanked Dick Reiten and the business community for taking the ball and running with it and making it possible. He thanked the congressional leaders and the federal government for making the money available and understanding that the automobile was not the only answer to transportation needs in the nation. He urged the council to support the measure.

**Councilor Kvistad** urged support of the resolution.

**Vote:** The vote was 7 aye / 0 nay/ 0 abstain. The motion passed unanimously.

**9.6 Resolution No. 99-2804A, For the Purpose of Endorsing the Interstate MAX Light Rail Transit Project and South Corridor Financing Strategy and Amending the Metropolitan Transportation Improvement Program.**

**Motion:** Councilor Kvistad moved to adopt Resolution No. 99-2804A.

**Seconded:** Councilor Washington seconded the motion.

**Councilor Kvistad** gave a brief overview of the resolution which set aside the first \$55 million for the north project and created the fund from which they could help fund the south corridor transportation package once it had been defined, and help Washington County with its commuter

rail projects. He felt it would also give JPACT and the region a great deal of flexibility to be innovative and set aside some money up front.

**Councilor Park** asked for clarification to understand the intent of the resolution. He wanted to make sure "to be allocated first" was synonymous with "to be funded first". He did not want any misconstruing of legislative intent in the future.

**Councilor Kvistad** responded that the intent was to be as confirming as possible even though when they were writing the resolution, the study had not been done yet, and they did not have alternatives before them. He said once the project was defined by Clackamas County and the study was done, the reason this fund was beginning was so they would have money to move forward with the program.

**Councilor Washington** thanked the council for their unwavering support to the project from the beginning. He said he and the citizens in his district appreciated it.

**Councilor Kvistad** said this had been the region's work. He thanked Fred Hansen from Tri-Met and Neil McFarlane and his staff. He thanked Andy Cotugno and Richard Brandman and the rest of the Metro staff who helped him get up to speed on the issues. He thanked Roy Rogers and the Washington County commission, Bill Kennemer and the Clackamas County commission, Charlie Hales, Mayor Katz and his partners at JPACT. He thanked Dick Reiten for his good work.

He said he unabashedly supported this resolution because it was good for people in the long term, good for the community, and the region as a whole. He said it was the right thing to do and a terrific opportunity. He urged an aye vote on the resolution.

**Vote:** The vote was 7 aye/ 0 nay/ 0 abstain. The motion passed unanimously.

## 10. COUNCILOR COMMUNICATION

**Councilor Atherton** passed out a copy of the McGregor-Millet report published semiannually on the region's apartment market. He called attention to the fact that the vacancy rate had been steadily increasing over the last couple of years. The report's assessment was that the region was rapidly moving toward being overbuilt for apartments.

**Councilor Park** said he had not had a chance to go over the figures with Councilor Kvistad that he had used for the budget presentation. He said the hours quoted included regular staff overtime as well as the seasonal employees so the figure was equivalent of 606 FTEs. He said since there were 675 FTEs included in the budget, the actual accumulated amount for part time was 31 FTE, or about 64,000 hours. He wanted to clarify any misconceptions in the audience that there were more than a million seasonal or part time hours.

**Councilor McLain** said she had placed a resolution in the councilor's boxes for review regarding a framework for keeping their water work consistent with their own facilities for their work to go forward in a progressive and parallel way. She said she took it to WRPAC and MPAC, and assumed she would take it to the Growth Committee in August. She thought it was a good place to start figuring out how the council could be proactive in budgeting and reviewing presentations. She said she would entertain suggestions or amendments to the resolution

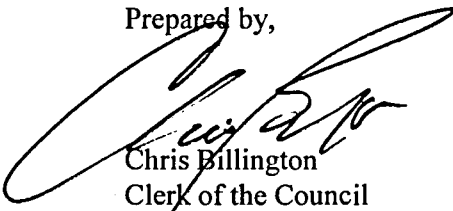
**Councilor Kvistad** said he knew the MPAC meeting was wonderful contrary to reports in the paper. He said he would have comments about that at another time.

**Councilor Park** wanted to be last person on this day at this dais to congratulate Councilor McLain on becoming a grandmother.

**11. ADJOURN**

There being no further business to come before the Metro Council, Presiding Officer Monroe adjourned the meeting at 5:15 p.m.

Prepared by,



Chris Billington  
Clerk of the Council

Document Number	Document Date	Document Title	TO/FROM	RES/ORD
06249c-01	no date	Benefits of the Interstate MAX Light Rail Project Downtown Portland to the Expo Center		
06249c-02	no date	Pictures (3) of trolleys at Woodstock/57th, Lents, and St. John's	Terry Parker collection	
06249c-03	June 23, 1999	Too Costly to be True: An Analysis of the North Portland Light Rail Proposal	Gerard C.S. Mildner, School of Urban Planning, PSU	
06249c-04	June 24, 1999	Higherway Transit Research	Tad Winiecki	Res. No. 99-2806 & Res. No. 99-2804
06249c-05	no date	City of Portland Resolution No. 35800		
06249c-06	June 24, 1999	Written testimony of Jim Howell	Jim Howell	
06249c-07	June 24, 1999	Proposed Atherton Amendment to Res. No. 99-2795A	Bill Atherton	Res. No. 99-2795A
06249c-08	April 1999	South/North Corridor Project supplemental draft DEIS		
06249c-09	June 1999	South/North Corridor Project supplemental DEIS Public Comment Report		
06249c-10	June 24, 1999	Proposed Atherton Amendment to Res. No. 99-2806A	Bill Atherton	Res. No. 99-2806A



*Agenda Item Number 8.1*

**Ordinance No. 99-812, For the Purpose of Amending the Metro Urban Growth Boundary and the 2040 Growth Concept Map in Ordinance No. 95-625A in Urban Reserve Area 65 in Washington County**

***First Reading***

**Metro Council Meeting  
Thursday, July 1, 1999  
Council Chamber**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING ) ORDINANCE NO 99-812  
METRO URBAN GROWTH BOUNDARY )  
AND THE 2040 GROWTH CONCEPT ) Introduced by Councilor Monroe  
MAP IN ORDINANCE 95-625A )  
IN URBAN RESERVE AREA 65 IN )  
WASHINGTON COUNTY )

WHEREAS, the Metro Council designated urban reserve areas in Ordinance No. 96-655E, including Urban Reserve Area 65; and

WHEREAS, urban reserve study areas were shown on the 2040 Growth Concept map adopted as part of the Regional Urban Growth Goals and Objectives in Ordinance No. 95-625A and the map was amended by Ordinance No. 96-655E to show urban reserve areas; and

WHEREAS, ORS 197.298(1)(a) requires that land designated as urban reserve land by Metro shall be the first priority land to be included in the Metro Urban Growth Boundary (UGB); and

WHEREAS, the Metro Council initiated a series of legislative amendments to the Urban Growth Boundary in 1998 which included Urban Reserve Area 65 which was the subject of a Metro Council resolution of intent pursuant Metro Code 3.01.015(h)(5) for lands outside the Metro jurisdictional boundary; and

WHEREAS, a series of hearings was held before the Council Growth Management Committee on October 6, 13, 20 and 27, and before the full Metro Council on November 10, 12, 16, 17, 19 and December 3, 1998; and

WHEREAS, notice of Proposed Amendment for Urban Reserve Area 65, consistent with Metro Code and ORS 197.610(1), was received by the Oregon Department of Land Conservation and Development at least 45 days prior to the December 3, 1998 hearing; and

WHEREAS, on December 17, 1998 the Metro Council adopted Resolution No. 98-2726B expressing Council intent to amend the urban growth boundary to add land in Urban Reserve Area 65 to the urban growth boundary within 30 calendar days of receiving notification that the property outside the jurisdictional boundary had been annexed to Metro, provided such notification was received within six (6) months of the date on which the resolution was adopted; and

WHEREAS, on May 13, 1999, in Order 99-82, the Multnomah Board of County Commissioners approved annexation of approximately \_\_\_ acres in Urban Reserve 65 as shown on the map in Exhibit B to the Metro jurisdictional boundary; and

WHEREAS, the Metro Council received notice of the annexation on June 15, 1999 within six months of adoption of Resolution 98-2726B; and

WHEREAS, after the first reading of this ordinance, the Metro Council scheduled hearings before \_\_\_\_\_ in July, 1999; and

WHEREAS, notice of hearings was published and mailed in compliance with Metro Code 3.01.050(b), (c) and (d); and

WHEREAS, the staff report for these areas was available at least seven days prior to the final hearing on adoption of Resolution 98-2726B and the Metro Council's final hearing and final adoption of this ordinance on \_\_\_\_, 1999; and

WHEREAS, Metro Code 3.01.012(c)(3) requires designation of regional design types consistent with the 2040 Growth Concept for the land added to the UGB; and

WHEREAS, the Metro Council considered all the evidence in the record, including public testimony in October, November, December, 1998 and July, 1999 to decide proposed amendments to the Urban Growth Boundary; and

WHEREAS, conditions of approval are necessary to assure that the lands in Urban Reserve Area 65 added to the Urban Growth Boundary are used to meet the need for housing consistent with the acknowledged 2040 Growth Concept; now therefore,

THE METRO COUNCIL HEREBY ORDAINS AS FOLLOWS:

1. Regional design types consistent with the Metro 2040 Growth Concept for the land added to the Metro Urban Growth Boundary by this ordinance as shown on attached Exhibit A are hereby adopted.

2. The Metro Urban Growth Boundary is hereby amended to include land in Urban Reserve Area 65 as shown on the map in Exhibit B, attached, and incorporated by reference herein.

3. The 2040 Growth Concept map adopted as part of Ordinance No. 95-625A is hereby amended to show the Metro Urban Growth Boundary amendment in Exhibit B as within the UGB, instead of urban reserves.

4. This amendment of the Metro Urban Growth Boundary is based on Findings of Fact and Conclusions in Exhibit C, attached hereto and incorporated by reference herein.

5. In support of Findings and Conclusions adopted in Exhibit C of this Ordinance, the Council hereby designates as the record herein those documents submitted and before the Council for consideration on these lands during the period between the October 6, 1998 Growth Management hearing, the December 3, 1998 Metro Council hearing on Resolution 98-2726B and the \_\_\_\_, 1999 final hearing and final adoption of this ordinance.

7. The following conditions of approval are needed to assure compliance of the developed use with statewide planning goals and Metro's acknowledged regional goals and objectives:

A. The land added to the Urban Growth Boundary by this ordinance shall be planned and zoned for housing uses to the extent and in a manner consistent with the acknowledged 2040 Growth Concept text and the regional design types shown on Exhibit A.

B. Prior to conversion of the new urbanizable land in this ordinance to urban land available for development, an urban reserve plan shall be completed for the lands added to the Urban Growth Boundary by this ordinance consistent with Metro Code 3.01.012, as amended by Ordinance No. 98-772B, including Title 11 of the Urban Growth Management Functional Plan.

C. Urban development consistent with Goal 14, Factor 3 on orderly provision of stormwater urban service is feasible with the condition that the urban reserve plan shall require that a stormwater management plan be adopted for this area to assure that the velocity, temperature, sedimentation and chemical composition of stormwater runoff from the form of approved development meets state and federal water quality standards.

D. Urban development consistent with Title 3 of the Urban Growth Management Functional Plan on Flooding is feasible with the condition that the urban reserve plan and subsequent urban zoning provide for stormwater management to assure that the quantity of stormwater runoff leaving each site after urban development is no greater than before urban development.

E. Urban development consistent with Title 3 on Water Quality is feasible with the condition that Title 3 water quality setbacks and revegetation requirements shall be adopted prior to adoption of urban comprehensive plan and zoning designations for this area.

8. Consistent with ORS 268.390(3) and ORS 195.025(1), Washington County and the City of Beaverton shall include the area added to the Urban Growth Boundary by this

Ordinance as shown on the map in Exhibit B in applicable text and map provisions of their comprehensive plans.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_ 1999.

\_\_\_\_\_  
Rod Monroe, Presiding Officer

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

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(6/25/99)

*Agenda Item Number 8.2*

**Ordinance No. 99-811, For the Purpose of Adopting a Final Order and Amending the Metro Urban Growth Boundary for Contested Case No. 98-4: Tsugawa**

***First Reading***

**Metro Council Meeting  
Thursday, July 1, 1999  
Council Chamber**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ADOPTING A ) ORDINANCE NO 99-811  
FINAL ORDER AND AMENDING THE ) MIKE BURTON  
METRO URBAN GROWTH BOUNDARY ) Introduced by EXECUTIVE OFFICER  
FOR CONTESTED CASE NO. 98-4: )  
TSUGAWA )

WHEREAS, the property owner applied for a locational adjustment to add approximately 16.5 acres in Washington County southeast of the intersection of NW Cornelius Pass Road and West Union Road to the regional urban growth boundary; and

WHEREAS, the Metro Council expressed its intent in Resolution No. 98-2718 to adopt an ordinance amending the urban growth boundary within thirty days of receiving notification that the property has been annexed to the Metro jurisdictional boundary; and

WHEREAS, Resolution No. 99-2782 extended the time for completing annexation to the Metro jurisdictional boundary until August 15, 1999; and

WHEREAS, Metro has received Multnomah County Board Order No. 99-92 adding this land to the Metro jurisdictional boundary; and

WHEREAS, the Metro Council accepts the Report and Recommendation of the Hearings Officer in this case; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The Multnomah County Board of Commissioners acted on May 20, 1999, to annex the petitioners State of Oregon's property, the subject of Contested Case No. 98-4: Tsugawa, and the adjacent right of way of Cornelius Pass Road as described in Exhibit A, attached and incorporated by reference herein, to Metro. This action of the Multnomah



County Board of Commissioners meets the annexation requirement for the Metro Council to consider final action under Metro Code 3.01.065(f)(2).

2. The Metro Council hereby accepts and adopts as the Final Order in Contested Case No. 98-4 the Hearings Officer's Report and Recommendations in Exhibit C of this Ordinance, which is incorporated by this reference.

3. The regional Urban Growth Boundary, as adopted by Ordinance 79-77, is hereby amended to add the land described in Exhibit A and shown in Exhibit B of this Ordinance, which is incorporated by this reference.

4. Parties to Contested Case No. 98-4 may appeal this Ordinance under Metro Code Section 205.05.050 and ORS Ch. 197.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_ 1999.

\_\_\_\_\_  
Rod Monroe, Presiding Officer

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

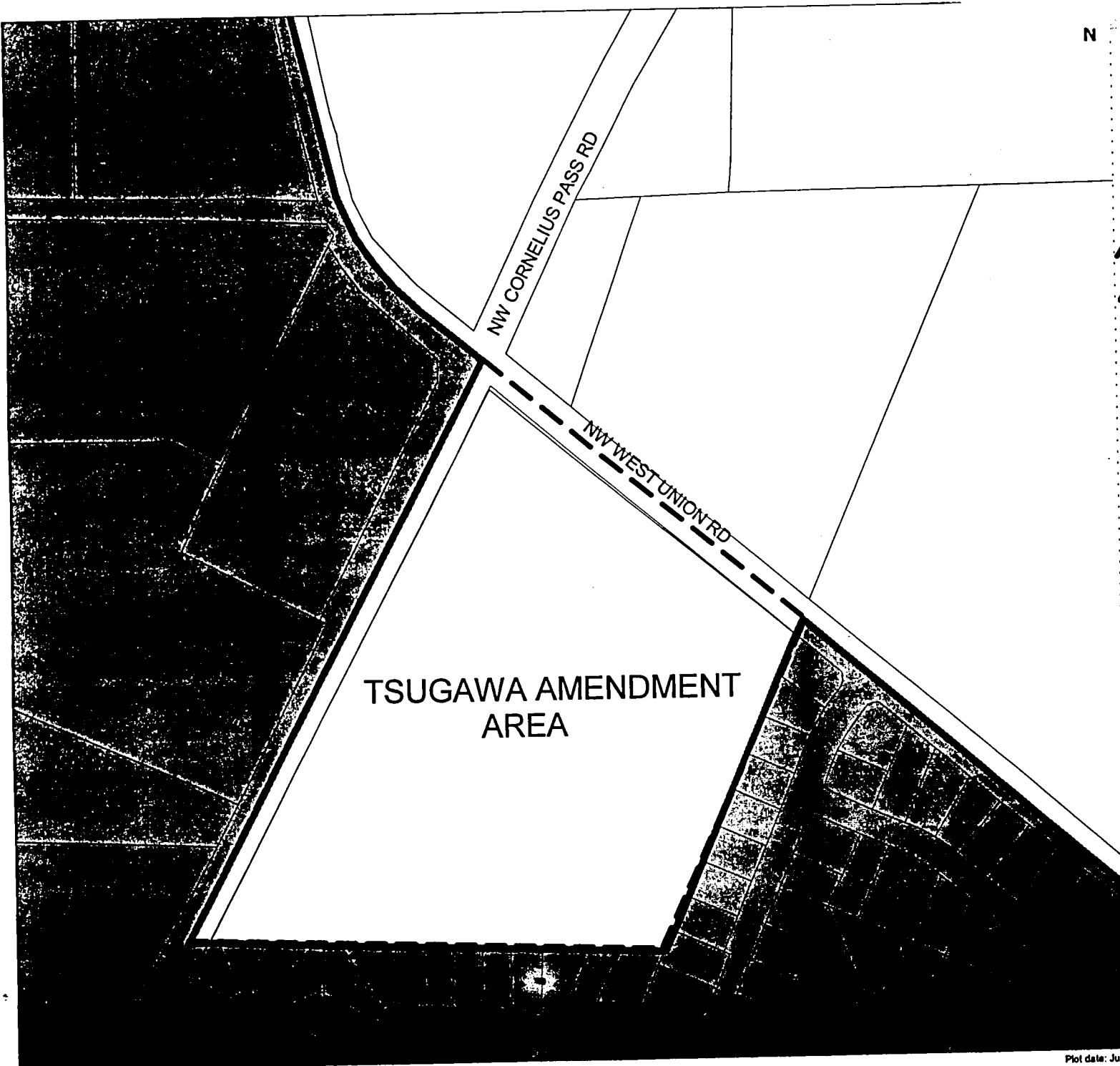
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6/11/99

EXHIBIT A




**A parcel of land located in the Southeast quarter of Section 14, Township 1 North, Range 2 West of the Willamette Meridian, Washington County, Oregon being more particularly described as:**

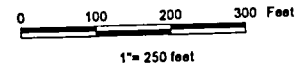
**Commencing at a point on the north line of the Stephen A. Holcomb DLC #67 in Township 1 North, Range 2 West of the Willamette Meridian 2.57 chains West of the Northwest corner of the East half of said DLC; thence S 21 40' W, 799 feet to the Center line of West Union Road (C.R. 1175), and the true point of beginning; thence continuing S 21 40' W, 740 feet more or less; thence S 87 59' W, 860 feet more or less to the Center line of NW Cornelius Pass Road (C.R. 1172); thence along the Center line N 25 05' E, 1250 feet more or less to the Center line of West Union Road (C.R. 1175); thence Southeasterly along the center of West Union Road 760 feet more or less to the point of beginning.**

EXHIBIT B



N REGIONAL  
**Tsugawa  
 Locational  
 Adjustment**  
 Ordinance #99-811

-  Tsugawa Amendment Boundary
-  Existing UGB
-  Inside Existing UGB



**METRO**

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EXHIBIT C

**BEFORE THE METROPOLITAN SERVICE DISTRICT  
(METRO)**

<b>In the Matter of the Petition of the</b>	)	<b>Contested Case # 98 -4</b>
<b>JIM &amp; AMY TSUGAWA for a</b>	)	<b>REPORT AND</b>
<b>locational adjustment to the Urban</b>	)	<b>RECOMMENDATION OF THE</b>
<b>Growth Boundary (UGB) in</b>	)	<b>HEARING OFFICER</b>
<b>Washington County</b>	)	

**I. INTRODUCTION**

This is a proposal for a locational adjustment to the Urban Growth Boundary (UGB) for a 15-acre site, plus approximately 1.5 acres of road right-of-way. The property is located at the southeast corner of the intersection of N.W. Cornelius Pass Road and West Union Road in Washington County. (Attachment A). The PLAN/ZONING designation is Washington County AF-5 (Agriculture/Forest 5 acre). The applicable review criteria is Metro Code 3.01.035.

Staff recommended that the hearing officer forward a recommendation to the Metro Council for approval. The hearing officer agrees with the staff recommendation and also recommends APPROVAL.

**Site Information:** The 15-acre site is located within Washington County southeast of the intersection of N.W. Cornelius Pass Road and West Union Road. It consists of Tax Map/Lot 1N214D 1201. The site is bounded on the north by West Union Road, on the east and south by R-5 residential land, and on the west by MP SID industrial land and by CI general commercial land. Zoned AF-5 (Agriculture/Forestry under Washington County's Comprehensive Plan, the site is currently being used as an orchard.

The Tsugawa property is included within Urban Reserve No. 64, which was designated by the Metro Council on March 6, 1997. Urban Reserves are land areas that have been identified as areas that will be available for inclusion into the UGB when a land need is identified. In December 1997, the Metro Council concluded that there was a land need present. The Council specified that the UGB is deficient in the amount of land needed to accommodate additional 32,370 households and 2,900 jobs. To date, no land has been added to the UGB.

**Proposal Description:** The petitioners propose to bring the site into the UGB and develop the site with residential uses. If the proposal is approved, the site will be zoned for residential use. The applicant intends for the property to be developed with 60 to 75 residential dwelling units. Washington County, or the City of Hillsboro, if the site is annexed, will make the final zoning determination. The City of Hillsboro has expressed a willingness to annex this property.

If the petition is approved by the Council, the strips of land between the centerlines of West

Union and Cornelius Pass Roads and the subject site will be included in the UGB. This area of land is approximately 1.5 acres.

Local Government Statement: The Washington County Board of Commissioners voted 3-0 to recommend no comment on the petition.

## II. PROCEEDINGS AND RECORD

The hearing on this matter was held on July 9, 1997, and one person. Frank Buehler (CPC #7 Steering Committee) testified against the proposal at that hearing. The record also contains one brief comment letter from Lawrence and Ara Babcock (Exhibit #9).

At the request of Dan Chandler, the petitioner's attorney, the record was kept open for seven days until July 16<sup>th</sup> in order, inter alia, to further discuss the interaction of the Transportation Planning Rule with the ODOT's negative comment on this proposal and the interaction of the fact that this site is an exception parcel with the Urban Reserve Rule. No comments were in fact provided within the seven day period.

Glen Bolen of the METRO staff introduced the Petition and the staff report (Exhibit # 7) recommending approval of the locational adjustment. A key part of his and the petitioner's testimony related to the absence of an explanation for excluding this parcel from the original urban growth boundary (UGB) which follows West Union road, but inexplicably circumvents the petitioner's orchard. The boundary would be improved by following the center line of West Union and the development will complete the intersection of two major roads with sidewalks, creating a continuous pedestrian connection along the northern boundary of the UGB. The area south of West Union is already heavily residential and this development pod would simply complete the development pattern without any major negative impacts.

The Babcocks (Exhibit #9) expressed regret over loss of the "beautiful filbert orchard" and suggested that housing development should use land to the south. They did not specifically discuss the approval criteria. Mr. Buehler testified about the absence of legal notice in the "Argus" and raised the issue that the land in the urban reserve was supposed to be last to be developed. He too expressed regret at the loss of the filberts, an important crop in Washington County. He reiterated traffic concerns raised by ODOT, namely that Cornelius Pass/ OR 26 western on ramp is at level E or F.

As to Mr. Buehler's issues, the hearing officer finds that the hearing notice was published in the Oregonian, a paper of general circulation, satisfying the legal notice requirement. On the Urban Reserve issue, the inclusion of the site within the UGB is not a development approval, and is governed by the approval criteria, which are satisfied. The orchard is in an exception area, and therefore properly within urban reserve. The traffic issue is discussed below.

The record in this case contains the following exhibits:

1.	2/10/98	Timothy Erwert, City of Hillsboro	In support, willing to annex
2.	2/19/98	United Sewage Agency	Service Provider Comment
3.	3/6/98	Wink Brooks, City of Hillsboro	In support, willing to annex
4.	3/10/98	Brent Curtis, Washington County	County Letter and staff report
5.	3/12/98	Dan Chandler	Application w/tax map/narrative
6.	3/25/98	Jim and Amy Tsugawa, owners	Intent to annex to Metro Boundary
7.	5/28/98	Glen Bolen, Metro	Staff Report
8.	6/2/98	Marah Danielson, ODOT	Service Provider, opposed
9.	6/30/98	Lawrence J. Babcock	Letter in opposition
10.	7/8/98	Dan Chandler	Letter re net transportation improvement
11.	7/9/98	Michael Hoglund, Metro	Response to ODOT
12.	7/9/98	Kittleson & Associates	Response to ODOT
13.	7/9/98	Kittleson & Associates	Net transportation efficiency
14.	7/9/98	Dan Chandler	3.01.035(c)(2) Facilitation

### III. FINDINGS

The criteria for a locational adjustment to the UGB are contained in Metro Code 3.01.035.

1. An addition of land to make the UGB coterminous with the nearest property lines may be approved without consideration of the other conditions in this subsection if the adjustment will add a total of two gross acres or less, the adjustment would not be clearly inconsistent with any of the factors in subsection (c) this section, and the adjustment includes all contiguous lots divided by the existing UGB. [3.01.035(f)(1)]

The petition is for a single tax lot 15 acres in size. Accordingly, this section is not applicable.

2. For all other locations, the proposed UGB must be superior to the UGB as presently located based on a consideration of the factors in subsection (c) of this section. [3.01.035(f)(2)] (Factors described as criteria 5-9 following.)

Based on analysis of the petition and other information submitted, the hearing officer concludes that approval of this application will result in a UGB that is superior to the UGB at its present location. The site can be efficiently served in an orderly and economic fashion with sewer, storm drainage, water, police, fire and parks. There will also be an increase in the net efficiency of the water, transportation, sewer and storm drainage systems.

Approval of this petition may facilitate needed development inside the current UGB, in that:

- Incorporation of the Tsugawa property into the UGB would allow improvements to the local street system.
- Addition of the Tsugawa property to the UGB would improve the connectivity of the local street system by providing a connection between the Rock Creek area and the realigned Jacobson Road.
- Development of the Tsugawa property would improve pedestrian connections between existing residential neighborhoods and nearby commercial areas.

These improvements should "facilitate needed development on adjacent existing urban land" to the west of Cornelius Pass Road (see Exhibit #10 and attachments). The improvements to Cornelius Pass Road constitute needed development because the road improvements are identified in the county transportation plan. At a minimum, the staff concedes that this approval will not have any adverse effects on development.

Based on the consideration of the factors taken as a whole, criterion 2 has been satisfied by the petitioner.

3. The proposed UGB amendment must include all similarly situated contiguous land that could also be appropriately included within the UGB as an addition based on the factors above. [3.01.035(f)(3)] (Factors described as criteria 5-9 following.)

The UGB takes a detour around this single parcel and there are no nearby properties with sewer and water stubbed to them, and therefore the neighboring properties are not similarly situated.

This criterion sets a condition for the amount of acreage that must be included in a petition for an UGB amendment. The basis for deciding on the amount of land is consideration of the factors in criteria 5-9 below. The intent of this criterion is twofold: first, to prevent carving out a piece of land 20 acres or less in order to qualify for a locational adjustment; and second, to minimize subsequent petitions for locational adjustments on adjacent land that should have been considered together with the original proposal. These reasons are intended to prevent using the

locational adjustment process as a tool for expansion of the UGB without demonstrating regional land need and without undertaking necessary urban reserve plans.

This parcel is surrounded on three sides by the current UGB. The adjacent property on the fourth side is separated from the site by a roadway to the north which forms the UGB boundary in this area. Land that is zoned for Exclusive Farm Use, AF-5, and RCOM (Rural Commercial) surround the neighboring property. Contiguous land to the proposed site is not appropriate for inclusion with this proposal, based on criteria 5 through 9.

4. Locational adjustments shall not exceed 20 net acres. [3.01.035(b)]

The petitioners propose to include Tax Lot 1201 of section 14D of Township 1 North, Range 2 West for a total of 15 acres, as shown on the submitted map.

Staff confirmed that the proposal comprises 15 acres and complies with the 20-acre restriction. This criterion is satisfied.

5. Orderly and economic provision of public facilities and services. A locational adjustment shall result in a net improvement in the efficiency of public facilities and services, including but not limited to water, sewerage, storm drainage, transportation, parks and open space in the adjoining areas within the UGB. Any area to be added must be capable of being served in an orderly and economical fashion. [3.01.035(c)(1)]

The petitioners state that all services would be provided to the site in an orderly and economic fashion. The following is a summary of the petitioners' and service providers' responses to criterion 5. The Tualatin Valley Water District, the Washington County Sheriff and the Washington County Fire District #2, support approval of the petition. The Unified Sewerage Agency takes no position on the petition. The City of Hillsboro supports approval of the petition. The City has also indicated that it will annex the site if the petition is granted, and provide any necessary public services to the site that will not be provided by public service districts.

Sanitary Sewer & Storm Drainage -- The petitioners state that 70-75 percent of the property can be served by an existing 8" sewer line currently stubbed to the southeastern corner. Servicing the remainder of the property will involve either a lift station, or the extension of sewer lines along West Union or Cornelius Pass Roads. The petitioners correctly assert that either of these options will enhance the provision of sewer to surrounding unserved properties. The petitioners also state that the existing sewer system was designed and stubbed to this parcel and, therefore, it would be an inefficient use of the resources already expended, if this property is not brought within the UGB. The Unified Sewerage Agency has stated that because any improvements needed will be paid for or constructed by the petitioners, there would be no negative economic impact to the existing system. Storm Drainage will be



conveyed via roadside ditches to a stream corridor that flows under West Union Road and down to Holcomb Lake. Development of this parcel will complete the development of the small basin south of N.W. West Union Road. Addressing the water quality and quantity issues will allow more efficient use of the existing facilities in N.W. West Union Road, including the roadway crossing for the stream corridor.

Water -- The Tualatin Valley Water District supports approval of the petition. The petitioners state, reinforced by John M. Godsey, P.E., that development of this subject parcel will result in a connection of a line from N.W. Landing Drive to Cornelius Pass Road and/or West Union Road. This connection will improve flow characteristics in the existing lines in the abutting subdivision by providing an improved network of circulation. Increasing the network and connecting it to the 18-inch water mains will improve water quality in the existing lines by allowing increased circulation, and it will improve the fire fighting capabilities of the network by adding parallel routes, which will increase flow potential.

Fire Protection – Washington County Fire District #2 supports approval of the petition, and states that the area could be served in an orderly and economic fashion.

Police Protection – Police services are provided by the Washington County Sheriff's Office Enhanced Sheriffs Patrol District. As the Sheriff would continue to serve this area, there will be no efficiency impact. The Sheriff's office supports approval of the petition and states that the subject property can be served in an orderly and economic fashion.

Parks/Open Space – Tualatin Hills Park & Recreation District indicates that there would be no efficiency impact, as they already service the property. The District supports approval of the petition, but conditions their support by stating that they would not support annexation to the City of Hillsboro. The District states that the area could be served in an orderly and economic fashion.

Transportation – The petitioners state that development of the property will increase efficiency of the transportation system through connection of an existing subdivision with Cornelius Pass Road. According to the petitioners, the County plans to realign Jacobsen Road to connect with Cornelius Pass Road adjacent to the subject property. The combination of this realignment with the development of the subject property and subsequent new street connections would allow greater access to Highway 26 for existing properties inside the UGB.

The applicant references a Transportation Impact Analysis report from Kittleson & Associates. The analysis shows that development of this property will not affect a change to the current Level of Service (LOS) for the intersection of Cornelius Pass and West Union Roads. This intersection currently operates at LOS F, which means that signal warrants for the four-way stop are currently met. The report concludes that with the improvements included in the Washington County Transportation Plan, the West Union/Cornelius Pass intersection will function at LOS A.

The petitioners also claim that the inclusion of the Tsugawa property can provide enhanced pedestrian and bicycle connectivity as required by the Transportation Planning Rule. Both West Union and Cornelius Pass Roads are currently void of sidewalks and shoulders only at the frontage of the Tsugawa property. Development of the subject property will facilitate the completion of sidewalks and shoulders on both roadways.

Washington County staff, upon review of the draft traffic analysis, declared that there was not sufficient information to determine whether or not the proposal is consistent with the requirements of the Transportation Planning Rule with respect to County roads. Specifically, the County was not able to determine if the Cornelius Pass and West Union intersection would be consistent with the planned LOS for these roads.

ODOT submitted a letter on June 1, 1998 (Exhibit # 8), stating that the development of this property would impact eastbound ramps on US 26, which although at level D, are expected to reach LOS E or F shortly. Since this development will add traffic to an intersection that is expected to fail in the near future, and since ODOT does not have plans to do anything about it, in the short term, this project cannot now proceed in orderly and economic fashion as required by the criteria.

In response to this challenge from ODOT, the petitioners produce a response from Kittleson and Associates (Exhibit # 12), which is unrebutted. Similarly Metro transportation staff examines ODOT's claim (Exhibit #11) and concludes that:

"Our regional forecasting model shows the eastbound ramps of the interchange to beat an unacceptable operating condition by the year 2020, with or without the proposed locational adjustment and planned single family development of Tsugawa property. With improvements called out in the draft "strategic" RTP, the mainline operations of US 26 will be within acceptable levels of operation." (*Emphasis provided*).

Metro's transportation analysis concludes, after looking at all the transportation impacts that "the adjustment and subsequent development would likely have a neutral to slightly positive impact on transportation infrastructure."

Kittleson's analysis correctly points out that ODOT does not define, "short term". Year 2020 does not appear to be short term to the hearing officer. Kittleson also correctly points out that ODOT's claim lacks specificity and substantiation. Kittleson concludes that the number of trips from this project affecting this eastbound ramp are not statistically determinable, and the impact on US 26 is "nominal".

Kittleson concludes that:

". . .there are beneficial short term impacts to developing this property, since it would provide funding to mitigate existing

traffic congestion, the traffic congestion anticipated with short term growth, and any impacts of developing the property. The project would include providing public right-of-way which could be used to provide missing links with the pedestrian transportation system and road widening that is in the Washington County Transportation System Plan. These actions would lead to a net improvement of the efficiency of the roadway system and the pedestrian system that either could not be realized or would be more expensive to build without development of the property." (Exhibit #13, page 3)

The hearing officer concludes that the criteria as relating to net increase in transportation efficiency and adequacy of the transportation system is satisfied. In addition to the site being capable of service in an orderly and economic fashion, the petitioners state that a net improvement in the efficiency of public facilities and services would be realized in the adjoining subdivision inside the current UGB.

**Summary:** Given the information contained in the petitioners' submittals and additional information presented, it appears that the site is capable of being served in an orderly and economic fashion with sewer, storm drainage, water, police, fire, parks and transportation. Services are available and adequate to serve the site according to statements signed by these service providers. The City of Hillsboro has also confirmed a desire to annex and provide any necessary public services to the subject property. Staff concludes that transportation services can be provided in an orderly and economic fashion.

The petitioners' claim, that there would be a net improvement in efficiency of public facilities and services, has been sufficiently demonstrated. Parks, police and fire services can be provided without any negative impact. Water, transportation, sewer and storm drainage service can not only be provided with no negative economic impact, but will result in an increase in efficiency for the land area currently inside the UGB.

The petitioners have demonstrated that the subject site is capable of being served with public facilities and services in an orderly and economic manner, and that the adjustment would result in a net improvement in their efficiency. Staff concludes that this criterion is satisfied.

6. **Maximum efficiency of land uses.** The amendment shall facilitate needed development on adjacent existing urban land. Needed development, for the purposes of this section, shall mean consistent with the local comprehensive plan and/or applicable regional plans. [3.01.035(c)(2)]

The petitioners state that development of the site will facilitate the development of urban land to the west, across Cornelius Pass Road. This will be accomplished by enhancing the transportation system and by providing storm water retention in the

lower portion of the property, thus allowing development of the urban land to the west.

The petitioners note that this parcel is within an Urban Reserve, an area planned for inclusion to the UGB by Metro. Inclusion of the property, therefore, is consistent with Metro's identified regional land need, the 2040 Growth Concept, Regional Urban Growth Goals and Objectives, and the Urban Growth Management Functional Plan.

While development of this property has net positive impacts on the development of land inside the existing UGB as discussed in the previous criteria, if brought into the UGB it may not facilitate needed development. The case presented is that improving the roadway, water, sewer and storm drainage will assist with the neighboring development. Washington County staff, however, has stated that development is already occurring within the area in accordance with the Comprehensive Plan.

Because the impact on facilitation of new development is most likely neutral, this criterion is not satisfied.

7. Environmental, energy, economic and social consequences. Any impact on regional transit corridor development must be positive and any limitations imposed by the presence of hazard or resource lands must be addressed. [3.01.035(c)(3)]

The petitioners state that there are not any regional transit corridors near this site. In addition, there are no mapped hazard areas on the subject property, and it is not resource land.

Washington County maps show no flood plains or drainage hazard areas on the site.

The nearest regional transportation corridors, as defined by Metro's 2040 Growth Concept, are N.W. 185<sup>th</sup> Avenue to the east and N.W. Cornell Road to the south. Neither of these regional transit corridors are within one mile of the site, therefore, the proposed development would have no effect.

The petitioners' submittal adequately addresses the factors of criterion 7. In combination with other development, the proposal helps fill a gap and completes the urban form. For this reason, staff concludes and the hearing officer agrees that this criterion is satisfied.

8. Retention of agricultural land. When a petition includes land with Agricultural Class I-IV soils designated in the applicable comprehensive plan for farm or forest use, the petition shall not be approved unless it is factually demonstrated that:
  1. Retention of any agricultural land would preclude urbanization of an adjacent area already inside the UGB, or

2. Retention of the agricultural land would make the provision of urban services to an adjacent area inside the UGB impracticable. [3.01.035(c)(4)]

The petitioners state that the property was part of a 1986 "Irrevocably Committed" exception granted by the State Department of Land Conservation and Development. Therefore, the property is not agricultural land; thus this standard does not apply.

Metro maps, which are based on Washington County soil classification data, show the site consisting of a mixture of Class I and II soils. However, the land is identified AF-5 which is not considered Farm or Forest in Washington County's Comprehensive Plan. Therefore, the factors of criterion 8 do not apply to this application.

As the two members of the public noted, the parcel has filbert trees on it, notwithstanding that this is an exception parcel. As an exception parcel it has the first priority for inclusion in the urban reserve, so that its urbanization is inevitable. Its location and relatively small size, surrounded by residential development would in effect make impracticable pedestrian connections to a major intersection within the UGB; therefore, even if this standard did apply, it would have been met.

9. Compatibility of proposed urban uses with nearby agricultural activities. When a proposed adjustment would allow an urban use in proximity to existing agricultural activities, the justification in terms of all factors of this subsection must clearly outweigh the adverse impact of any incompatibility. [3.01.35(c)(5)]

The parcel is surrounded by the UGB on the east, south and west, and is bordered by West Union Road to the north. The land across is exception land. Petitioners claim that any other agricultural land in the vicinity is impacted by the existing residential subdivision to the east. The addition of this parcel to the UGB would not result in any further impact.

Staff and the two members of the public note that while the adjacent land is zoned AF-5, the land is currently being used for agricultural purposes. In addition, there is land to the northeast that is zoned EFU and is also in agricultural production. It appears, however, that inclusion of the subject site into the UGB will have no greater impact on nearby agricultural activities than is present today. This petition satisfies the criterion for this section.

## V. SUMMARY AND RECOMMENDATION

This petition seeks to bring 15 acres of land into the UGB for the purpose of developing residential dwelling units. The petitioners have provided sufficient evidence to demonstrate that the proposed UGB is superior to the UGB as presently located. It is evident that the site can be efficiently served in an orderly and economic fashion with sewer, storm drainage, water, police, fire and parks. Likewise, it is apparent that there will be an increase in net efficiency to the water, transportation, sewer and storm drainage systems.

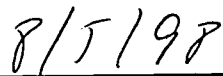
The land use efficiency issue contained in criterion 6 is the only one that is arguable neutral, because needed development on adjacent urban land would proceed regardless of this proposal; however, it would not be as well connected to West Union/Cornelius Pass Road center.

Staff was unable to uncover facts about why the existing UGB detours around the Tsugawa property. There are no obvious facts that lend reason to its current location. It would appear that the subject property was in fact similarly situated to the contiguous land that was incorporated when the boundary was adopted on December 21, 1978.

Based on the consideration of all the factors above, the petitioners have demonstrated that the proposed UGB adjustment is superior to the UGB as presently located. The hearing officer agrees with the Staff recommendations and forwards a recommendation to the Metro Council for approval of this petition.

Submitted by,

  
\_\_\_\_\_  
J. Richard Forester, OSB # 74101  
METRO Contract Hearing Officer

  
\_\_\_\_\_  
Date

## **STAFF REPORT**

### **CONSIDERATION OF ORDINANCE NO. 99-811 FOR THE PURPOSE OF ADOPTING A FINAL ORDER AND AMENDING THE METRO URBAN GROWTH BOUNDARY FOR CONTESTED CASE NO. 98-4: TSUGAWA**

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Date: June 14, 1999

Presented by: Ray Valone

#### **Proposed Action**

Ordinance 99-811 adopts a final order to amend the urban growth boundary to include the Tsugawa locational adjustment area, which the Metro Council approved (Resolution No. 98-2718) on October 15, 1998.

#### **Factual Background and Analysis**

The Tsugawa locational adjustment area consists of approximately 16.5 acres located in Washington County southeast of the intersection of NW Cornelius Pass Road and NW West Union Road. The Tsugawa locational adjustment to the UGB was approved by a resolution of the Metro Council on October 15, 1998. The subject property was outside of Metro's jurisdictional boundary and was annexed to the Metro jurisdictional boundary by the Multnomah County Board of Commissioners on May 20, 1999. In adopting Resolution No. 98-2718, the Metro Council expressed intent to adopt an ordinance amending the UGB to include the Tsugawa locational adjustment area within thirty days of receiving notice that the property had been annexed to the Metro jurisdictional boundary.

#### **Budget Analysis**

There is no budget impact.

#### **Recommendation**

Approve Ordinance No. 99-811

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*Agenda Item Number 9.1*

**Ordinance No. 99-807A, For the Purpose of Creating a Metro Parking Policy and Amending Chapter 2.14 of the Metro Code.**

***Second Reading***

**Metro Council Meeting  
Thursday, July 1, 1999  
Council Chamber**



BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF CREATING A ) ORDINANCE NO 99-807A  
METRO PARKING POLICY AND )  
AMENDING CHAPTER 2.14 OF THE ) Introduced by Councilor Park  
METRO CODE )

WHEREAS, Metro owns and operates parking lots and structures throughout the Metro region related to the use of its regional facilities, and is planning significant additions or modifications to parking at EXPO, the Oregon Convention Center, and several parks facilities; and

WHEREAS, Existing policy is insufficient to guide the operation of current and future parking lots and structures; and

WHEREAS, Metro uses parking to benefit its regional facilities and assist the public in reaching, and obtaining maximum benefit from, those facilities; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

SECTION 1. Metro Code Chapter 2.14 Title is amended to read:

FACILITY-RELATED PARKING POLICY AND REGULATIONS

SECTION 2. Metro Code Section 2.14.010 is amended to read:

2.14.010 Purpose and Policy

The purpose of this chapter is to provide for regulations governing the use of Metro parking lots and controlling the parking of automobiles on Metro facilities. give policy direction as to the use and regulation of parking lots and structures at Metro regional facilities.

It is the policy of Metro to obtain maximum use of its regional facilities by assisting the public and Metro employees to gain access to, and use of those facilities, consistent with their planned use and with other region-wide Metro policies and objectives.

Parking is an integral part of the regional facility that enables the facility to fulfill its mission and objectives. The administration of parking lots and structures is carried out as part of the administration of the facility.

Parking lots and structures are for the use of the visitors to the facility, and Metro employees and staff assigned to the facilities. Metro may assist employees in gaining access to its regional facilities in a manner that promotes alternatives to the use of single occupancy motor vehicles.

Parking lots and structures may be operated in an entrepreneurial manner that generates revenues for Metro and its facilities.

Metro will work with appropriate local jurisdictions, to ensure that design and operation of its parking lots and structures is consistent with this parking policy.

ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_ 1999.

\_\_\_\_\_  
Rod Monroe, Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

## **METRO OPERATIONS COMMITTEE REPORT**

CONSIDERATION OF ORDINANCE NO. 99-807A, FOR THE PURPOSE OF CREATING A METRO PARKING POLICY AND AMENDING CHAPTER 2.14 OF THE METRO CODE.

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Date: June 14, 1999

Presented by: Councilor Park

**Committee Action:** At its June 9, 1999 meeting, the Metro Operations Committee voted 2-1 to recommend Council adoption of Ordinance No. 99-807A. Voting in favor: Councilors Kvistad and Washington. Voting no: Councilor Atherton.

**Council Issues/Discussion:** Councilor Kvistad moved to substitute an A version of the ordinance which had been introduced by Councilor Park. After the unanimous agreement to accept the substitute, Councilor Park spoke to the ordinance. The ordinance was created to create a broader policy context for the use of Metro parking facilities than currently exists. It amends current Metro code that only speaks to parking regulations at this time. The new policy is a general statement, meant to cover all facilities, and stating that the primary use of parking structure and lots is to serve the mission and operation of the Metro regional facility of which it is a part. Councilor Park noted new parking lots and structures were coming on line at Expo, Oregon Convention Center and at various parks.

Jeff Boley, president of the Arlington Heights Neighborhood Association testified during the public testimony period. He felt that parking policy should limit the need for parking by encouraging the use of public transit, and he submitted written amendments to support that point of view.

Eric Hoffman spoke on behalf of the Southwest Hills Neighborhood Association. His neighborhood association had worked closely with the Zoo to monitor traffic and other issues, and it opposed using the Zoo parking lot as a park-and-ride. He felt the proposed ordinance was consistent with the position of his neighborhood association. He said that if other uses were allowed for the parking lot (i.e. park-and-ride), this created a situation where a greater likelihood would be created for Zoo, World Forestry and eventually Children's Museum patrons to park on neighborhood streets.

Mark Reed of the World Forestry Center supported the proposed policy.

An amendment proposed by councilor Atherton to delete a clause in the fourth paragraph of the proposed policy failed. The clause stated that the parking lots and structures were (also) for the use of Metro Employees and staff assigned to the facilities. Councilor Atherton had been suggesting that Zoo staff be required to pay to park at the Zoo, to which Councilor Kvistad strenuously objected. The Zoo director pointed out that Zoo staff only had use of an auxiliary gravel lot, and that the Zoo strongly encouraged the use of transit for its employees.

## STAFF REPORT

### FOR THE PURPOSE OF CREATING A METRO PARKING POLICY AND AMENDING CHAPTER 2.14 OF THE METRO CODE

May 7, 1999

Prepared by: Michael Morrissey

#### Proposed Action

Ordinance 99-807 creates a comprehensive policy statement guiding the creation and operation of parking, and transit and transportation related support; and modifies existing Metro code chapter 2.14, which currently applies only to parking regulations.

#### Background and Analysis

Metro owns and operates many facilities throughout the region. It endeavors to operate these facilities in a manner that allows users of the facilities, and staff who operate the facilities, to get to and from, and remain at the facility in an efficient manner. Chapter 2.14 of the Metro Code, Parking Regulations, focuses on the regulation of parking in Metro facilities. However, there is no stated policy that guides the construction, maintenance and use of parking facilities, nor which guides transportation considerations to and from the facility, other than on a case-by case basis. An explicit policy would help the agency, and the public understand the prioritized purposes for which parking is made available.

Parking--Metro owns and operates facilities pertaining to Metro's operation of its various programs in solid waste, parks, Zoo, MERC, and central operations. Each of these facilities has parking available, in varying quantities and configurations. If Metro adds or modifies parking, it must, at a minimum, comply with local jurisdiction requirements based on facility size, use and level of use. Consultants are also called in to assist with the design of parking. However, no Metro policy guides parking construction or use related to the purpose and operation of the facility, the benefit to the public or employees or related to other Metro policies.

Transportation and Transit—Metro has an interest in assuring that the public and employees can adequately get to and from a facility by helping to ensure adequate transportation facilities, e.g. roads, streets and driveways, and helping to provide transit options as well. Examples include advocacy for the Max stop at the Oregon Zoo, which in a recent sample was used by 30% of Zoo attendees. Another example is Metro's Transportation Demand Management Program (TDM) that helps provide incentives for employees to carpool, use bike, transit or walk to work as an alternative to use of a single-occupant automobile. It also reduces the need for parking.

Considerations involving the use of the parking lot which the Zoo shares with the City of Portland and the World Forestry Center, have raised several questions, including whether paid parking should be instituted at the Zoo, and whether residents and/or commuters could use that parking lot for non-zoo related purposes. Inadequate Metro policy has hindered solutions to these discussions.

### **Proposed solution**

Amend Metro Code to enlarge the purpose of Chapter 2.14 Parking Regulations. The new purpose should state that parking transit and transportation capabilities exist to assist the public and employees to access Metro facilities in an efficient manner, consistent with the planned use for the facility, and consistent with other region-wide Metro objectives.

Key concepts to be integrated into the policy:

- parking is a resource that assists the facility fulfill its mission and objectives
- parking may be operated in an entrepreneurial manner that generates revenues for the facility, when appropriate.
- parking will be created and managed consistent with local code and Metro transportation and growth management policies.
- transportation and transit (streets, intersections, bus access, etc.) improvements will be sought to the extent that they improve access to the facility and assist the facility reach its objectives.
- Metro will design facilities, support transit and transportation options and assist employees with transit options, to reduce parking demand and reliance on single occupancy vehicle transportation.

*Agenda Item Number 10.1*

**Resolution No. 99-2783A, For the Purpose of Entering into a Cooperative Agreement with the Oregon Parks Foundation to Acquire and Manage Funds for the Construction and Operation of the Diack Nature Center at Oxbow Regional Park.**

**Metro Council Meeting  
Thursday, July 1, 1999  
Council Chamber**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ENTERING INTO A ) RESOLUTION NO. 99-2783A  
COOPERATIVE AGREEMENT WITH THE )  
OREGON PARKS FOUNDATION TO ACQUIRE )  
AND MANAGE FUNDS FOR THE CONSTRUCTION )  
AND OPERATION OF THE DIACK NATURE ) Introduced by  
CENTER AT OXBOW REGIONAL PARK ) Mike Burton, Executive Officer

WHEREAS, In July 1992, through Resolution 92-1637, the Metro Council adopted the Metropolitan Greenspaces Master Plan that identifies a desired regional system of parks, natural areas, trails and greenways for fish, wildlife and people; and

WHEREAS, The Metropolitan Greenspaces Master Plan encourages building environmental awareness through coordinated programs of information, technical advice and environmental education so that citizens become active and involved stewards of natural areas; and

WHEREAS, In December 1997, through Resolution 97-715B, the Metro Council adopted the Regional Framework Plan; and

WHEREAS, The Regional Framework Plan recognizes environmental education as a tool to enhance understanding, enjoyment and informed use of natural, cultural and recreational resources in the region; and

WHEREAS, In October 1997, through Resolution 97-2553A, the Metro Council adopted the Oxbow Regional Park Master Plan; and

WHEREAS, The Oxbow Regional Park Master Plan identifies environmental education and natural resource interpretation as a major feature of the park visitor experience; and

WHEREAS, The Oxbow Regional Park Master Plan calls for the construction of an environmental education facility; and

WHEREAS, The Oxbow Regional Park Master Plan calls for the environmental education facility be named in honor and commemoration of the Diack family for their contributions to the creation of Oxbow Regional Park, the protection of the Sandy River Gorge and the philanthropic support of environmental education; and

WHEREAS, In Resolution 97-2553A the Metro Council requires that the total cost for construction of the environmental education facility come from grants and donations; and

WHEREAS, The Oregon Parks Foundation seeks the statewide growth and development of parks that provide outdoor recreation and education in a protected natural setting; and

WHEREAS, The Oregon Parks Foundation and Metro place a high priority on providing educational opportunities that enhance the understanding, enjoyment and informed use of the region's natural resources; and

WHEREAS, On March 31, 1999, the Oregon Parks Foundation unanimously approved an agreement with Metro (Exhibit A) to work cooperatively for the purpose of procuring and managing funds for the construction and operation of the Diack Nature Center at Oxbow Regional Park; and

WHEREAS, On April 6, 1999, the Metro Regional Parks and Greenspaces Advisory Committee recommended Metro Council approval of the cooperative agreement between Metro and the Oregon Parks Foundation; now, therefore,

**BE IT RESOLVED**

1.) That the Metro Council hereby authorizes the Metro Executive Officer to enter into a cooperative agreement with the Oregon Parks Foundation (Exhibit A) for the purpose of procuring and managing funds for the construction and operation of the Diack Nature Center at Oxbow Regional Park.

2.) That the contracts and agreements for detailed design, construction and operation of the Diack Nature Center at Oxbow Regional Park pursue opportunities, where feasible, for efficient use of energy and materials that demonstrate innovative methods to minimize deleterious impacts on the natural environment.

ADOPTED by the Metro Council on this \_\_\_ day of \_\_\_\_\_, 1999.

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Rod Monroe, Presiding Officer



## Metro and the Oregon Parks Foundation Memorandum of Understanding

The Oregon Parks Foundation (OPF) is a nonprofit, tax exempt corporation under Section 501(c)(3) of the Internal Revenue Code and Oregon law. Among its goals, OPF:

- ◆ Seeks the statewide growth and development of parks that provide outdoor recreation and education in a protected natural setting;
- ◆ Accepts donations of property, funds or securities (designated for parks) that fulfill the goals of OPF;
- ◆ Assists in fundraising, publicity, record keeping, community organization and response to donors through related publicity or memorials;
- ◆ Advises and assists prospective donors in search of desirable programs and projects to fund and support.

Metro is a Metropolitan Service District and home rule charter unit of local government under Oregon law. Among other assigned responsibilities, Metro is authorized to exercise functions including "...acquisition, development, maintenance and operation of...a system of parks, open spaces and recreational facilities of metropolitan concern..."

Metro and OPF each place a high priority on providing educational opportunities that enhance the understanding, enjoyment and informed use of our natural resources. Metro and OPF also desire to recognize the numerous contributions of the Diack Family in support of the mutual goals and objectives of both parties by constructing the Diack Nature Center at Oxbow Regional Park to serve schools, volunteers and citizens of the region.

Metro and OPF also desire to work cooperatively for the purpose of raising funds for design, construction and operations endowment of the Diack Nature Center at Oxbow Regional Park. Raising the funds necessary to build and operate a nature center at Oxbow Regional Park will require a sound, carefully planned strategy. A cooperative effort between Metro and OPF to develop and implement a fundraising strategy for the environmental education facility will help assure the successful completion of this project.

Accordingly, Metro and OPF enter into this Memorandum of Understanding, setting forth a legally non-binding statement of their objectives and intentions. Metro and OPF agree to work cooperatively for the purpose of procuring and managing funds for the construction and ongoing operation of the Diack Nature Center at Oxbow Regional Park by methods and cooperative efforts that include, without limitation, the following:

- 1) Representatives of Metro and OPF will serve on the Diack Nature Center Steering Committee to direct the facility design and fundraising activities for the nature center construction. Metro and OPF may recruit other members to serve on the committee.

## EXHIBIT A

- 2) Metro and OPF representatives will work together to complete preliminary plans for the Diack Nature Center at Oxbow Regional Park. The plans will include final floor plans, elevation drawings, architectural themes and narrative. Based on the preliminary plans, cost estimates will be developed for construction of the facility and an endowment fund to support at least one ecology education staff position and general facility maintenance. Metro may fund these design services from the existing Metro Nature Center Trust Account or an outside financial resource.
- 3) Metro and OPF shall mutually agree to a fundraising target amount for construction and endowment based on the outcome of the preliminary design of the Diack Nature Center at Oxbow Regional Park.
- 4) OPF will create and manage a separate trust account called the Diack Nature Center Fund to receive, hold in trust and manage grants funds and other donations for the Diack Nature Center at Oxbow Regional Park. Expenses associated with management of the trust account shall be paid from resources in the account.
- 5) Metro will contract for professional fundraising services to develop and write a strategic fundraising plan for the nature center. Metro may fund the plan development from the existing Metro Nature Center Trust Account or an outside financial resource. The Diack Nature Center Steering Committee will participate in plan development. Metro and the OPF will have an opportunity to review and approve the plan.
- 6) Metro and OPF will implement the strategic fundraising plan according to the roles and responsibilities identified in the plan.
- 7) OPF and its board members will be encouraged to make a donation in support of the Diack Nature Center at Oxbow Regional Park.
- 8) OPF and its board members will assist in identifying and contacting potential donors to the Diack Nature Center at Oxbow Regional Park.
- 9) Metro will be responsible for the design and production of fundraising materials including, without limitation fact sheets, donor envelopes and letterhead stationery. OPF will have the opportunity to review and approve the fundraising outreach materials.
- 10) OPF will be acknowledged for its cooperative efforts with Metro in printed materials, promotions and events in support of the fundraising campaign for the Diack Nature Center at Oxbow Regional Park. The OPF also will be acknowledged as part of the donor recognition at the nature center facility.
- 11) Metro will be responsible for writing grant requests for the Diack Nature Center at Oxbow Regional Park.
- 12) Representatives of OPF will assist Metro in making funding request presentations to select foundations, corporations and other potential funding organizations.
- 13) Upon completion of the strategic fundraising plan objectives, OPF shall transfer the Diack Nature Center Fund to Metro to hold for the exclusive purpose of the construction and operation of the Diack Nature Center at Oxbow Regional Park. Following such transfer, OPF shall have no further obligation with respect to the construction and operation of the Diack Nature Center at Oxbow Regional Park.

Approved by the Oregon Parks Foundation this \_\_\_\_\_ day of \_\_\_\_\_ 1999.

\_\_\_\_\_

Jack Brown, President

Approved by Metro this \_\_\_\_\_ day of \_\_\_\_\_ 1999.

\_\_\_\_\_

Mike Burton, Metro Executive Officer

Approved as to form:

\_\_\_\_\_

Daniel B Cooper, Metro General Counsel

## METRO OPERATIONS COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 99-2783A, FOR THE PURPOSE OF ENTERING INTO A COOPERATIVE AGREEMENT WITH THE OREGON PARKS FOUNDATION TO ACQUIRE AND MANAGE FUNDS FOR THE CONSTRUCTION AND OPERATION OF THE DIACK NATURE CENTER AT OXBOW REGIONAL PARK.

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Date: June 24, 1999

Presented by: Councilor Atherton

**Committee Action:** At its June 9, 1999 meeting, the Metro Operations Committee voted 3-0 to recommend Council adoption of Resolution No. 99-2783. Voting in favor: Councilors Atherton, Kvistad and Washington.

**Council Issues/Discussion:** Charlie Ciecko made the staff presentation for the Parks and Greenspaces Department. Metro Council approved the Master Plan for Oxbow Park in October, 1997. The plan included an objective for the creation of an educational nature center, with the requirement that funds for the construction of the center come from private sources. Since then the Oregon Parks Foundation has indicated its willingness to join Metro in an endeavor to develop the final plans for the center, and to help raise funds for the construction and operation of the center. The Oregon Parks Foundation Board unanimously approved an agreement to accomplish these objectives on March 31, 1999, subject to Metro Council approval.

A steering committee comprised of members of Metro and the Oregon Parks Foundation would finalize a conceptual-level design for the center, cost estimates and a fund raising strategy and plan. Funds for these activities would come from a dedicated account, transferred to Metro from Multnomah County during the overall parks transfer. The Oregon Parks Foundation would then create a special account for the creation and operation of the center, the goal being to raise \$2.5 million.

Councilor Atherton said that he had spoken with Mr. Ciecko about a possible amendment to this resolution, specifying that design and construction of the center to be performed in an innovative and energy-efficient manner, that would minimize the impact on the environment. Mr. Ciecko was in agreement with the goals of Councilor Atherton's suggestions, but was less clear with regard to two specific suggestions related to the use of composting toilets and parking lot construction.

Chair Washington instructed council staff to see that Councilor Atherton's ideas were incorporated into the development of an RFP and supporting resolution, when these eventually come to Council for approval.

**Committee Action June 23, 1999**

At its June 17, 1999 regular meeting, the Metro Council sent Resolution 99-2783 back to committee for further consideration. On June 23, 1999 the Metro Operations committee amended Resolution 99-2783 and recommended Council approval by a 3-0 vote. Voting in favor: Councilors Kvistad, Atherton and Washington.

The committee agreed to additional language at the request of Councilor Atherton, which seeks to minimize the impact of construction and operation of the Diack Nature Center on the natural environment at Oxbow Park. Staff agreed that this added language would not require any further action from the Oregon Parks Foundation, relative to the cooperative agreement with Metro, that is the subject of this resolution.

## **METRO OPERATIONS COMMITTEE REPORT**

**CONSIDERATION OF RESOLUTION NO. 99-2783, FOR THE PURPOSE OF ENTERING INTO A COOPERATIVE AGREEMENT WITH THE OREGON PARKS FOUNDATION TO ACQUIRE AND MANAGE FUNDS FOR THE CONSTRUCTION AND OPERATION OF THE DIACK NATURE CENTER AT OXBOW REGIONAL PARK.**

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**Date:** June 11, 1999

**Presented by:** Councilor Atherton

**Committee Action:** At its June 9, 1999 meeting, the Metro Operations Committee voted 3-0 to recommend Council adoption of Resolution No. 99-2783. Voting in favor: Councilors Atherton, Kvistad and Washington.

**Council Issues/Discussion:** Charlie Ciecko made the staff presentation for the Parks and Greenspaces Department. Metro Council approved the Master Plan for Oxbow Park in October, 1997. The plan included an objective for the creation of an educational nature center, with the requirement that funds for the construction of the center come from private sources. Since then the Oregon Parks Foundation has indicated its willingness to join Metro in an endeavor to develop the final plans for the center, and to help raise funds for the construction and operation of the center. The Oregon Parks Foundation Board unanimously approved an agreement to accomplish these objectives on March 31, 1999, subject to Metro Council approval.

A steering committee comprised of members of Metro and the Oregon Parks Foundation would finalize a conceptual-level design for the center, cost estimates and a fund raising strategy and plan. Funds for these activities would come from a dedicated account, transferred to Metro from Multnomah County during the overall parks transfer. The Oregon Parks Foundation would then create a special account for the creation and operation of the center, the goal being to raise \$2.5 million.

Councilor Atherton said that he had spoken with Mr. Ciecko about a possible amendment to this resolution, specifying that design and construction of the center to be performed in an innovative and energy-efficient manner, that would minimize the impact on the environment. Mr. Ciecko was in agreement with the goals of Councilor Atherton's suggestions, but was less clear with regard to two specific suggestions related to the use of composting toilets and parking lot construction.

Chair Washington instructed council staff to see that Councilor Atherton's ideas were incorporated into the development of an RFP and supporting resolution, when these eventually come to Council for approval.

## STAFF REPORT

### **CONSIDERATION OF RESOLUTION NO. 99-2783 FOR THE PURPOSE OF ENTERING INTO A COOPERATIVE AGREEMENT WITH THE OREGON PARKS FOUNDATION TO ACQUIRE AND MANAGE FUNDS FOR THE CONSTRUCTION AND OPERATION OF THE DIACK NATURE CENTER AT OXBOW REGIONAL PARK**

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Date: April 22, 1999

Presented by: Ron Klein

#### BACKGROUND AND ANALYSIS

Oxbow Regional Park has a long history of providing visitors quality nature and environmental education programming. Metro Regional Parks and Greenspaces currently conducts a successful interpretive and education activities at the park that reach over 7,000 people each year. As much as possible, the programming puts people in direct contact with nature. However, when indoor facilities are required (e.g. preparation for outdoor activities, slide shows, displays, nature crafts, labs, getting out of inclement weather), staff make the best of it with makeshift arrangements in the park maintenance shop and vehicle bay or an unoccupied picnic shelter.

There has always been a need at Oxbow Regional Park for indoor space to support a growing and successful environmental education program. The Oxbow Regional Park Master Plan recognizes this need and calls for a nature center facility that will improve the program experience for people and allow increased program capacity. Metro Council approved the master plan in October 1997 with the requirement that funds for the nature center come from private sources.

The Oregon Parks Foundation (OPF) and Metro share a strong commitment to providing educational opportunities that enhance the understanding, enjoyment and informed use of the region's natural resources. Working cooperatively with OPF will provide important support to Metro in developing the final plans for the nature center and fundraising activities.

At a July 7, 1998 board meeting of OPF, Metro Regional Parks and Greenspaces staff introduced the concept of a cooperative effort to raise funds for the construction and operation of the nature center. On March 4, 1999, Metro parks staff submitted a proposal (Attachment 1) to OPF describing the nature center project and the elements of a cooperative agreement between Metro and OPF. An agreement between Metro and OPF was unanimously approved by the OPF board on March 31, 1999, subject to Metro Council approval.

## BUDGET IMPACT

Metro labor supporting the development and implementation of the strategic fundraising plan, production of the final concept and design plans, production of fundraising printed materials and coordination of fundraising activities will be done with existing staff. The proposed FY 99-00 budget reflects costs associated with the above expenses.

Expenses for professional services (fundraising, architect and facility planning services) will be paid from the Regional Parks Trust Fund, Oxbow Park Nature Center account. The current balance of the Oxbow Park Nature Center account is approximately \$231,000. Expenses for FY 99-00 are estimated at approximately \$30,000. These funds are adequately appropriated in the FY 99-00 adopted budget.

Direct expenses associated with the management of the Diack Nature Center Fund held by OPF will be paid from that account.

## STAFF RECOMMENDATION

Staff recommends that Metro Council authorize the Metro Executive Officer to enter into a legal, non-binding, cooperative agreement (Exhibit A) with the Oregon Parks Foundation for the purpose of acquiring and managing funds for the construction and operation of the Diack Nature Center at Oxbow Regional Park. Representatives of Metro and OPF will serve on the Diack Nature Center Steering Committee and direct the facility design and fundraising activities.

OPF will establish the Diack Nature Center Fund to hold in trust and manage grant funds and other donations. Metro will take the lead in implementing the fundraising plan with assistance from OPF.

## EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 99-2783.



# The Diack Nature Center at Oxbow Regional Park

*A Partnership Proposal to the  
Oregon Parks Foundation*

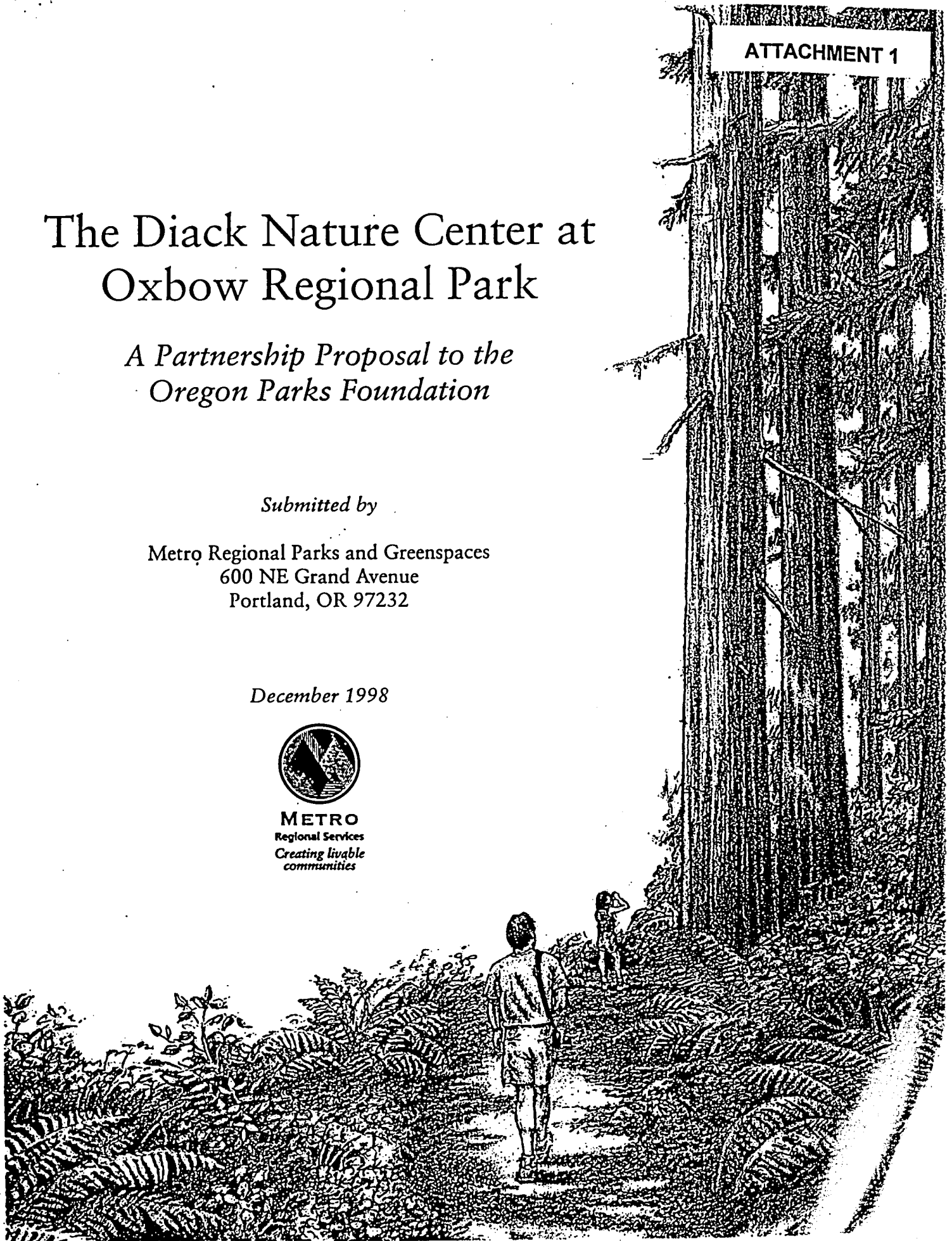
*Submitted by*

Metro Regional Parks and Greenspaces  
600 NE Grand Avenue  
Portland, OR 97232

*December 1998*



**METRO**  
Regional Services  
*Creating livable  
communities*



# **THE DIACK NATURE CENTER AT OXBOW REGIONAL PARK**

## **A Partnership Proposal to the Oregon Parks Foundation**

Oxbow Regional Park needs an environmental education facility. The Metro Regional Parks and Greenspaces Department conducts a successful interpretive and education program at the park that reaches over 7,000 people each year. As much as possible, the programming puts people in direct contact with nature. However, when indoor facilities are required to prepare for outdoor activities, present slide shows and displays or conduct nature craft and laboratory activities, arrangements to get indoors are difficult at best. Currently, park naturalist staff must utilize space in the park maintenance area to conduct the indoor portions of environmental education activities.

A nature center facility would improve the program experience for people and allow increased program capacity. A quality environmental education facility at Oxbow Regional Park would serve schools, volunteers and visitors contribute to the development of an involved and informed citizenry for the protection and sustainable management of the region's natural resources.

The nature center is also a special opportunity to honor Arch and Fran Diack, longtime friends of Oxbow Regional Park and the Sandy River. Their generous commitment to environmental education and extraordinary stewardship of the Sandy River Gorge will be the foundation and the heart of the Diack Nature Center.

### **The Oregon Parks Foundation and Metro in Partnership**

The Oregon Parks Foundation and Metro share a goal of providing educational opportunities that enhance the understanding, enjoyment and informed use of our natural resources. The construction and operation of a nature center at Oxbow will contribute to achieving this goal. Raising the funds necessary to build and operate a nature center at Oxbow Regional Park will require a sound, carefully planned strategy. A partnership between the Oregon Parks Foundation and Metro to develop a conceptual design and fundraising plan for the facility and a joint commitment to carry out the plan will help assure the successful completion of this vital project.

The following are elements of a proposed partnership between the Oregon Parks Foundation (OPF) and Metro to raise funds to design, construct and operate the Diack Nature Center at Oxbow Regional Park:

- 1) The OPF and Metro will work together to complete preliminary plans for the Diack Nature Center. The plans will include final floor plans, elevation drawings, architectural themes and narrative. Metro will fund the design services from the existing Nature Center Trust Account or other resources.
- 2) Based on the preliminary plans, cost estimates will be developed for construction of the facility and the creation of an endowment fund for its operation. Proceeds of the endowment fund will support facility maintenance and a staff position for ecology education. The general cost of the project (construction and endowment) is currently estimated to be in the range of \$1.7 to \$2.0 million.

- 3) Under the leadership of a professional fundraising consultant (selected by the OPF and Metro), a strategic fundraising plan will be written with the involvement of the OPF and Metro. Metro will fund the fundraising planning services from the existing Nature Center Trust Account or other resources.
- 4) The OPF and Metro will implement the strategic fundraising plan according to the roles and responsibilities identified in the plan.
- 5) The OPF will create and manage a separate trust account(s) to receive, hold and manage grants and donations for the Diack Nature Center at Oxbow Regional Park. Expenses associated with management of the trust account(s) shall be paid from resources in the account(s).
- 6) The details and provisions of the partnership between the OPF and Metro shall be expressed in writing and approved by the appropriate authority of each partner.

### **Arch and Fran Diack – Friends of the Sandy River**



The Sandy River remains a special place today because of the extraordinary efforts of Arch and Fran Diack. Arch and Fran's love affair with the Sandy River began in 1941 when they purchased 288 acres in the Sandy River Gorge with Arch's brother, Sam.

By the mid 1960's Arch and Fran had recognized the special nature of the Sandy River Gorge and its growing importance to the ever expanding population of the City of Portland. When Multnomah County began developing Oxbow Park, Arch and Fran provided momentum to the effort by donating 11 acres for inclusion in the Park.

In 1970, Arch and Fran donated 200 acres to the Nature Conservancy creating the conservation group's second nature preserve in Oregon and the foundation for the Sandy River Preserve which today encompasses 600 acres between Dodge and Oxbow parks.

With encouragement from Arch and Fran, Governor Tom McCall designated a 12-mile segment of the Sandy River a component of the State's fledging Scenic Waterway System in 1973. The stretch of the Sandy River between Dodge Park and Dabney State Park remains the only Oregon Scenic Waterway designated by gubernatorial proclamation.

Arch and Fran were not content. They realized that conservation of the Sandy River's unique attributes would ultimately depend on an informed citizenry. So beginning in the mid 1970's and for the next 25 years, they provided scholarships to Reed College students to pursue natural resource related research in the Sandy River Gorge. Concurrently, Arch helped to bring a similar educational focus to the Oregon Parks Foundation on a statewide basis. Today, the Foundation continues to provide grants to public agencies, private organizations and schools around the State, which enhance appreciation and understanding of our natural world.

Prior to Arch's death in 1993, he and Fran once again demonstrated their life long commitment to environmental education by creating the Diack Ecology Education Fund. Through the Diack's

generous contribution, the Ecology Education Fund is endowed to provide financial assistance to efforts which enhance our youth's understanding of nature by putting them in direct contact with it. The Oregon Parks Foundation administers the Diack Ecology Education Fund for the benefit of students and ecology throughout Oregon.

### **The Diack Nature Center at Oxbow Regional Park**

There is a serious need at Oxbow Regional Park for indoor space to support a growing and successful environmental education program. A nature center facility will improve the program experience for people and allow increased program capacity. A quality environmental education facility at Oxbow Regional Park will serve schools (60 schools within 10 miles of the park), volunteers and visitors in building an involved and informed citizenry for the protection and sustainable management of the region's natural resources.

The Oxbow Regional Park Master Plan calls for a nature center to be located adjacent to the Sandy River and ancient forest in the vicinity of the existing Group Picnic Area A. This site was selected because of its easy access to the park's natural resources, the ability to easily accommodate outdoor and indoor learning activities and its central location among other parks amenities.

Tentative plans for the nature center include class and meeting rooms, exhibit space, natural history reference library, office space and a gift shop. A special feature associated with the nature center will be the development of a barrier-free interpretive trail in the adjacent ancient forest. This short (1/8 to 1/4 mile) loop trail will provide visitors an introduction to the natural setting of Oxbow Regional Park and the unique qualities of the Pacific Northwest's temperate forests. The master plan proposes a 4,900 square foot building, but the final floor plan and dimensions will be determined in a final design process. Estimated cost of the center as proposed in the master plan is about \$1.5 million. *Illustration #1 shows the preliminary site plan from the adopted master plan.*

Arch and Fran Diack have had a long association with Oxbow Regional Park, the Sandy River and were strong advocates of ecology education. The Diack Nature Center at Oxbow Regional Park will be a fitting and lasting tribute to their natural resource conservation efforts. The facility and its ongoing education programs will help visitors develop a deeper understanding and appreciation of the natural world that results in a greater sense of stewardship.

The Diack Nature Center will complement other nature centers and interpretive facilities in the region. The Nature Center at Tualatin Hills Nature Park in Beaverton, Environmental Learning Center at Clackamas Community College, Nature House at Tryon Creek State Park, Audubon House in Portland and the planned nature center at Jackson Bottom in Hillsboro serve environmental education needs in various areas of our growing region. The Diack Nature Center will provide similar opportunities in the eastern reaches of the metropolitan area.

# BACKGROUND INFORMATION

## The Geography of the Sandy River and Oxbow Regional Park

The Sandy River is located on the western slope of the Cascade mountain range in Clackamas and Multnomah counties. Along with its tributaries, the Sandy drains an area of 508 square miles. From its headwaters on Mt. Hood, the river flows about 55 miles west and north to its confluence with the Columbia River. Oxbow Regional Park is located in the lower quarter of the watershed between river miles 10 and 13.

Oxbow Regional Park lies in the geographic heart of the Sandy River Gorge. The natural beauty and pristine values of the river were formally recognized in 1973 when Governor Tom McCall included 12.5 miles of the Sandy River between Dodge Park and Dabney State Park in the state's Scenic Waterway Program via gubernatorial proclamation. In 1988, the same stretch of river received the national designation of Wild and Scenic River. Oxbow Regional Park encompasses 3.6 miles of the scenic Sandy River.

Located about 8 miles east of Gresham Oregon, the 1,040-acre Oxbow Regional Park offers visitors an opportunity to experience the unique attributes that led to the state and federal recognition of the Sandy River. Steep, forested slopes give way to a meandering Sandy River forming "oxbows" that open onto large gravel bars, shallow riffles and floodplain. This is the unique natural setting of Oxbow Regional Park.

## The Nature of Oxbow Regional Park

An ancient forest of western hemlock, Douglas fir and western red cedar cover about 160 acres of Oxbow Regional Park. The 300+ year old trees offer a rare opportunity for visitors to explore a Pacific Northwest temperate forest and its associated plants and wildlife – within 25 miles of the Oregon's largest urban center. The park also contains younger forests of Douglas fir as well as deciduous woodlands dominated by red alder and bigleaf maple. Extensive flood plain and riparian areas support black cottonwood, red alder, willow and Oregon ash.

Oxbow Regional Park and the Sandy River Gorge provide habitat for an abundance of fish and wildlife. Winter, spring and fall runs of salmon and steelhead spawn in the glacier-fed, oxygen-rich waters of the Sandy River. Wildlife such as osprey, bald eagles, kingfishers, mergansers, otter and mink take advantage of the abundant fish. Deer, bear, cougar, elk, beaver, fox and a variety of songbirds also make the area their home.

Oxbow Regional Park is naturally inviting to people in the Portland metropolitan region. Over 250,000 people visit the park each year to enjoy camping, fishing, swimming, picnicking, hiking and nature study. *Illustration #2 shows the current configuration of the park.*

## **Management and Protection of Oxbow Regional Park**

Oxbow Regional Park is a key access point to the Sandy River Gorge. Taking steps to protect and manage the area for the benefit of fish, wildlife and people will assure that future generations will enjoy high quality opportunities to experience the park, the river and its many natural features. Environmental education is an important element in meeting this objective.

Oxbow Regional Park is made up of properties owned by the Bureau of Land Management, Oregon Department of Fish and Wildlife and Metro. Metro, through its Regional Parks and Greenspaces Department, operates and maintains the park. In addition, the YMCA, The Nature Conservancy and other private parties own land adjacent to the park.

In support of the Sandy River Wild and Scenic River Management Plan, Metro is acquiring additional properties. With funds from the Open Spaces, Parks and Streams bond measure approved by voters in May 1995, Metro is working to acquire an additional 900 acres within the Sandy River Gorge. To date, 736 acres have been purchased to meet this goal. Land acquisitions made by Metro are primarily for the purposes of protecting fish, wildlife and scenic resources, and water quality.

## **Oxbow Regional Park Master Plan**

In October 1997, Metro Council approved the Oxbow Regional Park Master Plan, which will guide the future development and management of the park. Since 1963, the park has provided outdoor recreation and learning opportunities without substantial improvements to the infrastructure. The existing facilities have exceeded their useful life expectancy and it is now necessary to upgrade roads, trails and other park facilities to continue providing safe, high quality outdoor recreation experiences for visitors.

The Master Plan management objectives include:

- ◆ Expand Metro role in the management of the Sandy River Gorge in cooperation with other public and nonprofit conservation agencies.
- ◆ Manage approximately 90% of the park to support fish and wildlife resources
- ◆ Manage approximately 10% of the park to enhance the visitors experience in activities such as picnicking, hiking, camping, river access, fishing and environmental education.
- ◆ Manage the ancient forest for wildlife, access to nature and environmental education.

The master plan identifies the following park improvements:

- ◆ **Build an environmental education center to improve and expand environmental education and interpretive programming.**
- ◆ Restore and reconstruct the park trail system.
- ◆ Realign the road system and reallocate parking to improve safety, aesthetics and efficient use of limited developable land.
- ◆ Upgrade water and electric utilities.
- ◆ Replace pit toilets with flush toilets in the primary use areas.
- ◆ Renovate the park entrance to include a public restroom and visitor orientation.
- ◆ Upgrade the boat ramp.
- ◆ Renovate campground facilities and reopen overnight campsites.
- ◆ Reconfigure group picnic areas.

### **Environmental Education at Oxbow Regional Park**

For many years, educational programs and activities about the plant communities, fish and wildlife of the Sandy River Gorge have involved thousands of visitors to the park. The primary purpose of engaging people in outdoor learning activities is to build a better understanding and appreciation of natural resources and to foster a stewardship ethic. Metro also is committed to providing environmental education opportunities for citizens to increase their understanding of how natural resource management decisions affect environmental quality and the livability of the region.

Environmental education and interpretive programs currently are carried out by 2½ Metro Regional Parks staff with support from a team of volunteer naturalists. In recent years, Metro has focused its efforts to improve the quality of educational activities in content and time spent with individuals. Although the number of people involved in these activities (about 7,400 per year) has remained steady recently, the hours spent by each person has increased from 1.4 hours in 1990 to 3.3 hours in 1997. The capacity to serve more people now seems to be limited by the existing park facilities.

Participants in the programs include members of the general public as well as organized groups and school groups. Whenever possible, learning is done in direct contact with nature. A variety of programs and activities are offered including summer campfire programs, natural history classes (e.g. wildlife watching, animal tracking, plant identification), nature crafts, salmon viewing walks, sensory awareness skills, and school field trips emphasizing ancient forests, wetlands and salmon biology. *Illustration #3 shows use trends of Metro-hosted environmental education programs.*

## **Environmental Education Plan at Oxbow Regional Park**

Oxbow Regional Park features a glacial-fed river, spawning salmon, an ancient forest and the community of life dependent on these natural characteristics. The Environmental Education Plan focuses on these natural features and includes activities for park visitors that are entertaining and informative. The following environmental education and interpretive themes outline proposed subjects for learning at the proposed Diack Nature Center.

### **River**

- ◆ Oxbow Regional Park is the heart of the Sandy River Gorge, where the river meanders to connect forest, fish, wildlife and people.
- ◆ The drinking water for most City of Portland residents originates within the 508 square mile watershed of the Sandy River.
- ◆ The wild and free flowing Sandy River is part of an intricate web of life.
- ◆ The special qualities of the Sandy River are nationally recognized in its designation as a National Wild and Scenic River.

### **Ancient Forest**

- ◆ Oxbow Regional Park's ancient forest is a remnant pocket of habitat for a unique array of life that live together in interesting relationships.
- ◆ A Pacific Northwest ancient forest can be recognized by the presence of certain physical characteristics.

### **Salmon**

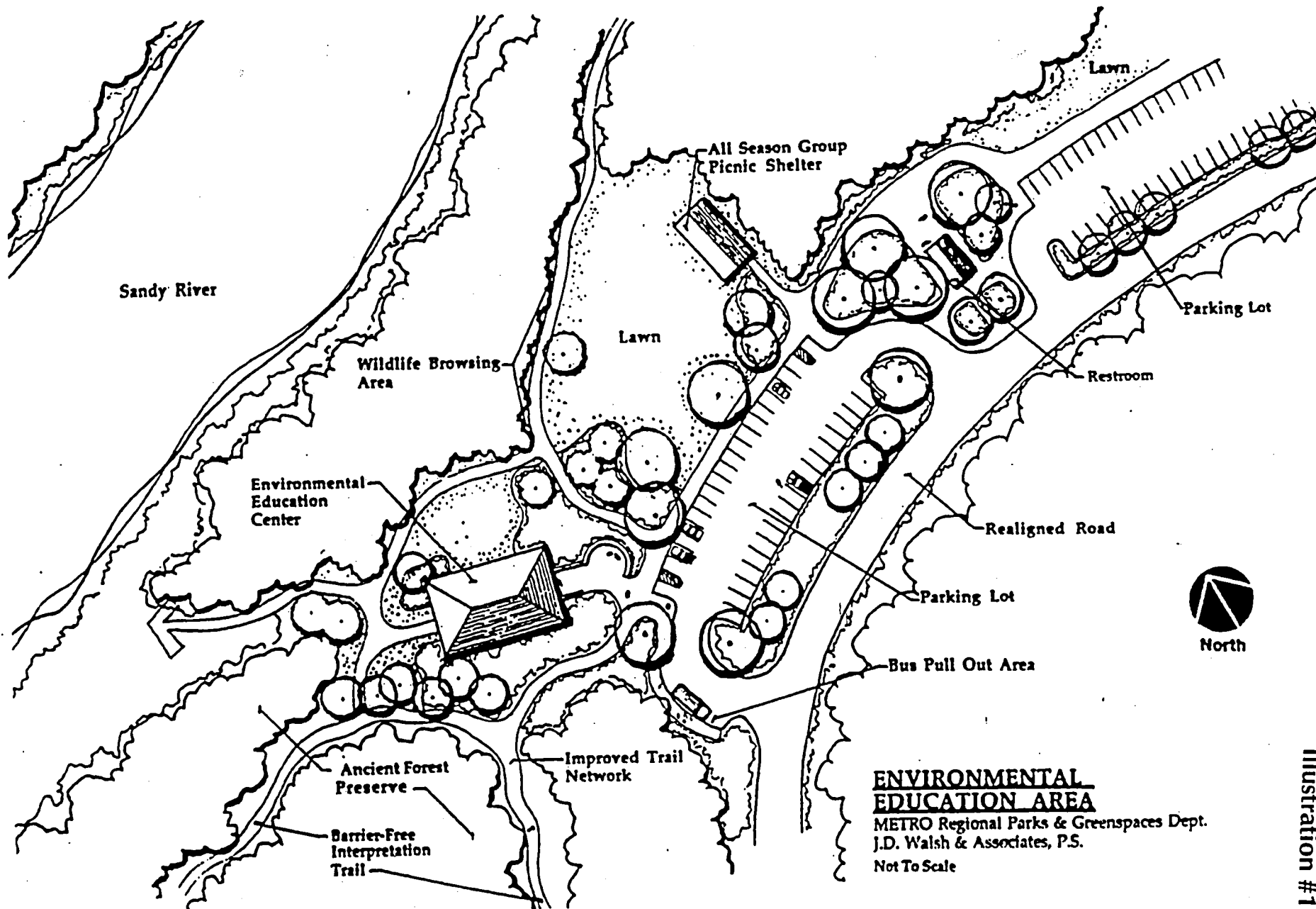
- ◆ Salmon serve as barometers of watershed health.
- ◆ In an age-old cycle, fall Chinook salmon return to their spawning grounds within Oxbow Regional Park bringing nutrients as they link ocean to river to forest.
- ◆ There are several physical characteristics of the Sandy River that are critical to survival of salmon.

### **Wildlife**

- ◆ Oxbow Regional Park habitat provides homes to a wide variety of wildlife.
- ◆ Tracks and traces reveal the secret lives of animals.
- ◆ People and wildlife have been coming to Oxbow Regional Park for thousands of years.
- ◆ Oxbow Regional Park's plant, fish and wildlife occupants are a valuable part of Oregon's heritage and are protected by laws.

*Illustrations by Evelyn Hicks*





**ENVIRONMENTAL  
EDUCATION AREA**

METRO Regional Parks & Greenspaces Dept.  
 J.D. Walsh & Associates, P.S.  
 Not To Scale

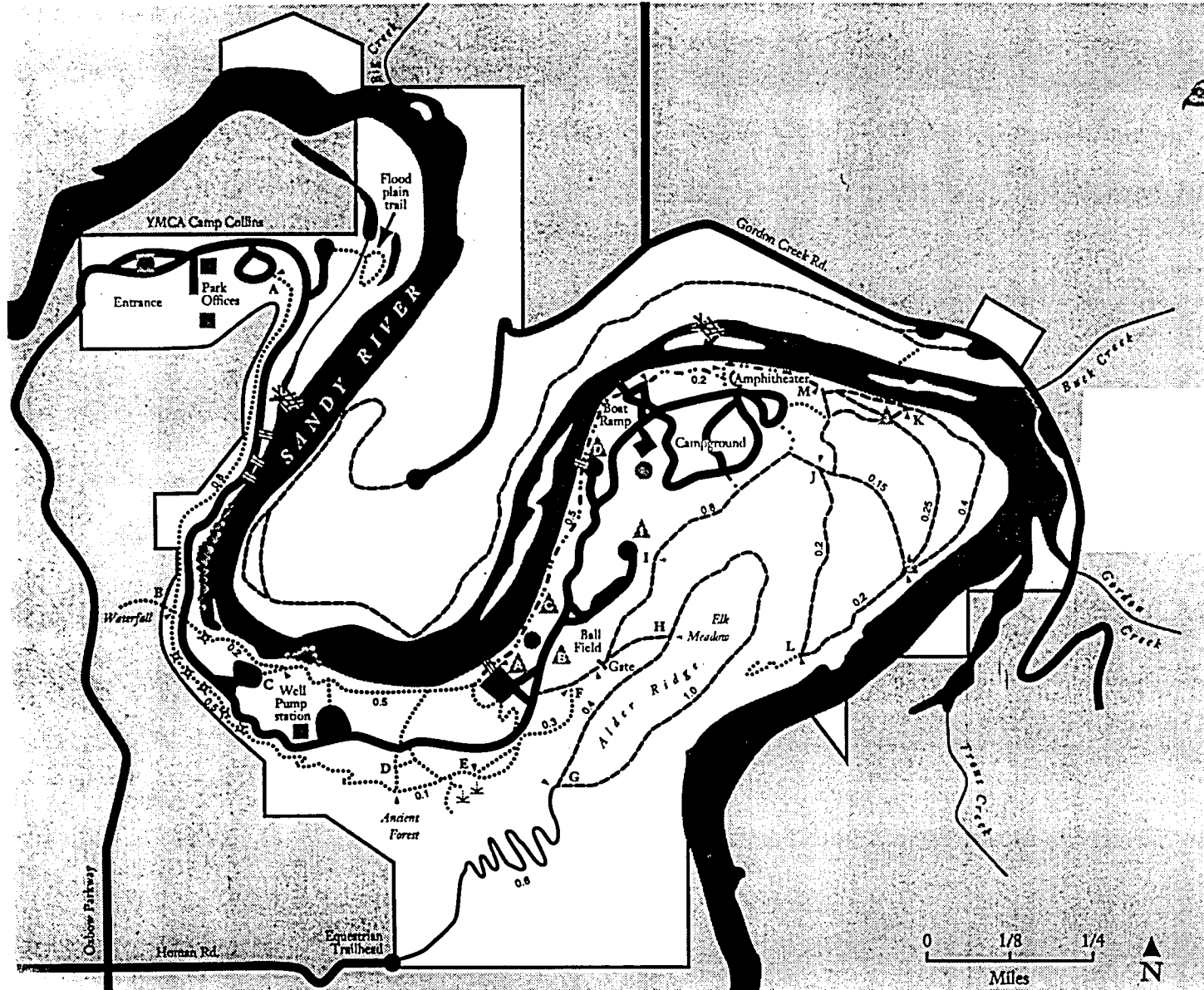
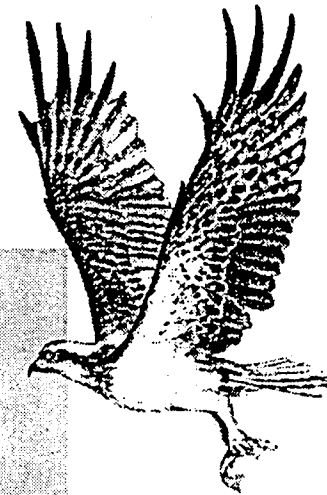
Illustration #1



Metro  
Regional  
Parks and  
Greenspaces

# Oxbow Regional Park

3010 S.E. Oxbow Parkway, Gresham, OR 97080 (503) 663-4708



## Legend

- Group picnic area
- Group camping area
- Children's play area
- Building
- Hardened river access
- Distance between points
- Trail markers
- Bridge
- Log jam
- River boulders
- Wetlands
- Pedestrians only
- Pedestrians and bicycles only
- Pedestrians and horses only
- Electricity easement
- Paved road
- Gravel road

## Trail Markers

- Pedestrian allowed
- Bikes allowed
- Horses allowed
- Trail marker
- No Bikes
- No Horses

**REGIONAL PARKS AND GREENSPACES DEPARTMENT  
 PLANNING AND EDUCATION DIVISION  
 EDUCATION PROGRAM ATTENDANCE**

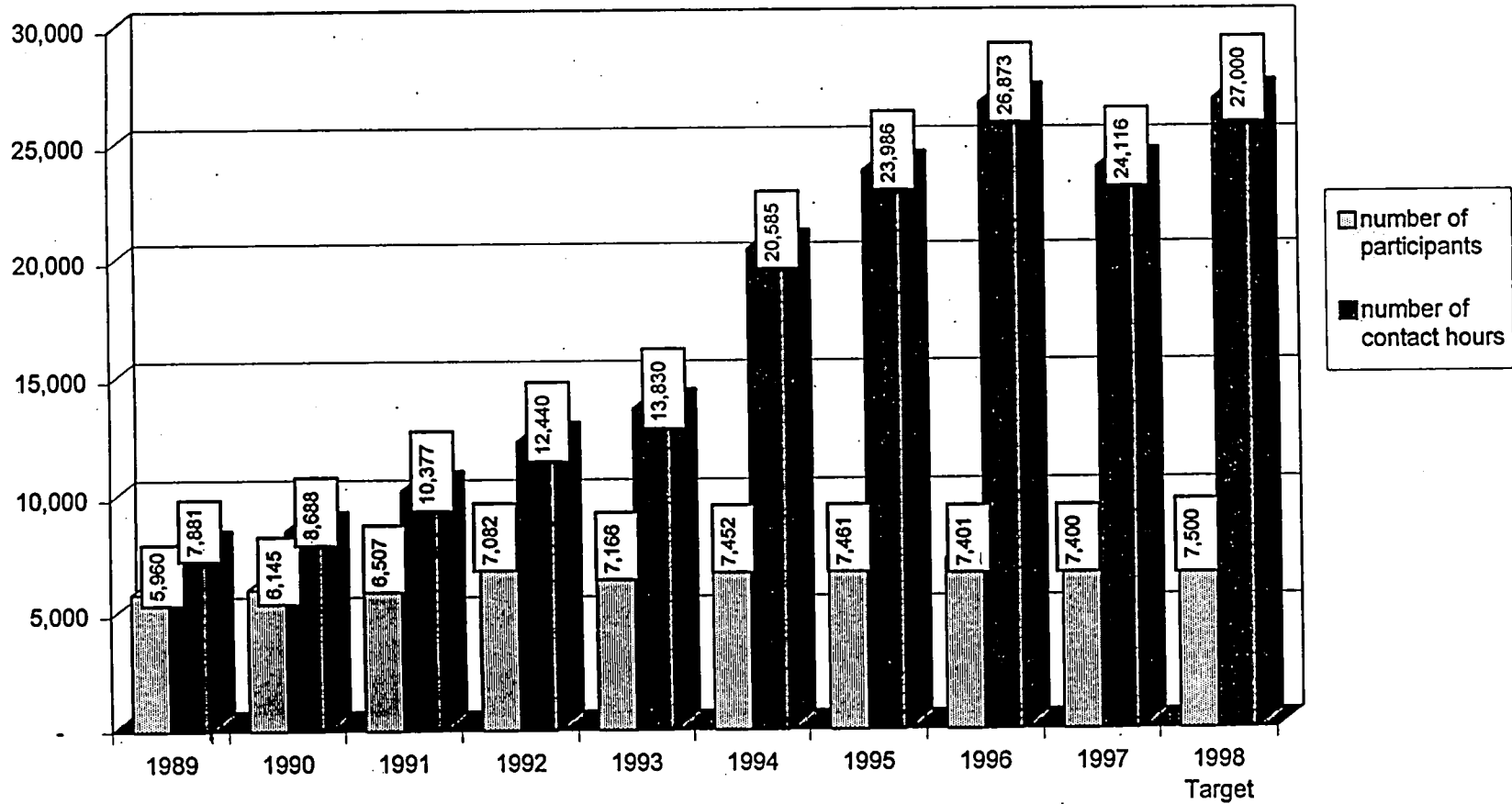


Illustration #3

# *Some of our satisfied clients . . .*

Clark Community College  
Mount Hood Community College  
Portland Community College  
Oregon City Community Schools  
Linnfield College  
Marylhurst College  
Hollywood Senior Center  
Portland Parks Outdoor Recreation Program  
PSU Outdoor Program  
Multnomah County Outdoor School  
Washington County Outdoor School  
National Aquatic and Marine Educators  
Oregon Forestry Resources Institute  
Western Forestry & Conservation Association  
Hunter Education-ODFW  
Oregon Natural Resources Council  
SalmonWatch  
Kid Connection  
Northwest Service Academy  
Troutdale Historical Society  
CopCamp  
Water World Program  
Blazer Scouts  
Girl Scout Troop #511  
Brownie Troop #864  
4-H  
Cultural Homes International  
Southeast Montessori Center  
Two Rivers Montessori  
French American School  
Irvington School Math and Science Institute  
Temple Christian Extension School  
Forest, Farm & Stream Learning Center  
Migrant Education Summer School  
Humboldt Summer School  
Outdoor Adventure School  
Various home schools  
Ascension Early Childhood Center  
Children's Village  
Delphinian School  
Alameda Elementary  
Archer Glenn Elementary  
Chapman Elementary  
East Orient Talented & Gifted Program  
Eagle Creek Elementary

East Orient Elementary  
West Orient Elementary  
Gilbert Heights Elementary  
Gilbert Park Elementary  
Hector Campbell Elementary  
Harold Oliver Primary School  
Highland Elementary  
King Elementary  
Kelly Creek Elementary  
Lincoln Park Elementary  
Lynch Meadows Elementary  
North Gresham Grade School  
Park Rose Grade School  
Powell Valley Elementary  
Richmond Elementary  
Rigler Elementary  
Rose City Park School  
Springdale Elementary  
Scappoose Elementary  
Sweetbriar Elementary  
Sunnyside School  
Troutdale Elementary  
Beaumont Middle School  
Binnsmead Middle School  
Environmental Middle School  
Fernwood Middle School  
George Middle School  
Lake Oswego Junior High  
Oregon Trail School  
Portland Adventist Academy  
Portland Cornerstone Academy  
Portsmouth Middle School  
Riverdale Middle School  
River Mill School  
Sellwood Middle School  
Metro Learning Center  
West Orient Middle School  
Sandy High School  
Sam Barlow High School  
Alpha High School  
Centennial High School  
Milwaukie High School  
Tigard High School  
Tualatin High School  
Reynolds High School

*Agenda Item Number 10.2*

**Resolution No. 99-2801, For the Purpose of Appointing Four Nominees to the Metro Committee for  
Citizen Involvement (MCCI), June 1999.**

**Metro Council Meeting  
Thursday, July 1, 1999  
Council Chamber**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPOINTING FOUR ) RESOLUTION NO. 99-2801  
NOMINEES TO THE METRO COMMITTEE FOR ) INTRODUCED BY COUNCILOR ATHERTON  
CITIZEN INVOLVEMENT (MCCI), MAY 1999 )

WHEREAS, the Metro Council adopted the Regional Urban Growth Goals & Objectives (RUGGO's) on September 26, 1991 by Ordinance 91-418B; and

WHEREAS, Citizen Participation is included in the RUGGO's as Goal 1, Objective 1; and

WHEREAS, Objective 1.1 states that Metro shall establish a Regional Citizen Involvement Coordinating Committee to assist with development, implementation and evaluation of its citizen involvement program; and

WHEREAS, bylaws have been adopted by the Metro Council by Resolution No. 92-1580A (5-14-92); and subsequently revised four times, most recently by Resolution No. 98-2645 (5-14-98) which identify the committee as the Metro Committee for Citizen Involvement (MCCI); and

WHEREAS, the Metro Charter also called for the creation of an Office of Citizen Involvement, and the establishment of a citizens committee therein; and

WHEREAS, the Metro Council created said Office and established MCCI as the citizen committee within that Office, by adopted Ordinance No. 93-0479A; and

WHEREAS, the Metro Council accepted the initial membership of the MCCI by Resolution No. 92-1666 on August 27, 1992 and approved subsequent applicants by Resolution No. 92-1702 (10-20-92); Resolution No. 93-1763A (2-25-93); Resolution No. 93-1859 (10-15-93); Resolution No. 93-1882 (12-23-93); Resolution No. 94-1899 (2-24-94); Resolution No. 94-1945 (4-28-94); Resolution No. 94-2048 (11-10-94); Resolution No. 95-2071A (1-12-95); Resolution No. 95-2080A (1-26-95); Resolution No. 95-2181 (7-27-95); Resolution No. 96-2264 (1-18-96); Resolution No. 96-2363 (7-25-96); Resolution No. 96-2432 (1-23-97); Resolution No. 97-2489 (5-1-97); Resolution No. 97-2520 (7-17-97); Resolution No. 97-2581A (12-11-97); Resolution No. 98-2597 (1-22-98), Resolution No. 98-2616 (3-12-98); Resolution No. 98-2631 (5-14-98); Resolution No. 98-2667 (7-2-98); Resolution 98-2700 (9-17-98); Resolution 2751A (2-4-99); and

WHEREAS, a recruitment and selection process has been initiated, resulting in the nomination of the following citizens to MCCI:

Richard Jones	3205 SE Vineyard Road, Oak Grove, OR 97267	District 2, Position 5
Trudy Knowles	110430 SW 82 <sup>nd</sup> , Tigard, OR 97223	District 3, Position 7

Christine Poole-Jones	1206 NE Knott St., Portland, OR 97212-3229	District 5, Position 15
Norm Rose	3075 NW 144 <sup>th</sup> Avenue, Beaverton, OR 97006	Washington County

BE IT RESOLVED, that the Metro Council appoints Richard Jones, Trudy Knowles, Christine Poole-Jones and Norm Rose as members of the Metro Committee for Citizen Involvement (MCCI).

ADOPTED BY THE METRO COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 1999.

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Rod Monroe, Presiding Officer

**METRO OPERATIONS COMMITTEE REPORT**

CONSIDERATION OF RESOLUTION NO. 99-2801, FOR THE PURPOSE OF APPOINTING FOUR NOMINEES TO THE METRO COMMITTEE FOR CITIZEN INVOLVEMENT (MCCI), MAY 1999.

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Date: June 24, 1999

Presented by: Councilor Atherton

**Committee Action:** At its June 23, 1999 meeting, the Metro Operations Committee voted 3-0 to recommend Council adoption of Resolution No. 99-2801. Voting in favor: Councilors Atherton, Kvistad and Washington.

**Council Issues/Discussion:** Karen Withrow made the staff presentation. Four MCCI vacancies are being filled through Resolution 99-2801. One recommendation is being put forward by Washington County and three are the result of MCCI's nomination process which is detailed in the staff report. One nominee was present and was greeted by the committee. Otherwise there was no additional committee discussion.



STAFF REPORT

**CONSIDERATION OF RESOLUTION NO. 99-2801 FOR THE PURPOSE OF APPOINTING FOUR NOMINEES TO THE METRO COMMITTEE FOR CITIZEN INVOLVEMENT (MCCI), MAY 1999.**

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MAY 24, 1999

KAREN WITHROW (x1539)

BACKGROUND

As you are aware, MCCI has had several vacancies due to resignations as well as term expirations. Below is some background to describe the process that has led to recommending the attached nominations.

The MCCI Nominating Committee began reviewing its procedures in the early part of this year. They developed a set of Membership Development Procedures, which includes sections on recruitment and nomination, orientation, training and recognition. This has guided our current recruitment and selection process and a copy is attached for your reference.

Because we had at least one vacancy in each Councilor District and did not have applications on hand adequate to meet this need, MCCI placed ads in several local papers, the Oregonian and several area university or college papers/newsletters. In addition, letters were sent to Neighborhood Associations, CPO's, Community Associations, Business Associations (using the Council Outreach mailing list) and each Metro Councilor. Contacts were made with several local jurisdictions and with all individuals who expressed an interest.

Information was sent to approximately 25 interested persons. Each of these was contacted to be sure they had no questions and to let them know when applications would be due. It may be of interest to know that most applications are received from Districts 2, 5, and 7, probably due to their proximity to Metro. The positions in outlying areas continue to be harder for us to fill. We thank the Councilors in Districts 1, 3, 4, and 6 for their continued support.

Approximately 15 applications were received and reviewed by the Nominating Committee. Each applicant was then asked to complete Supplemental Questions as approved by the Nominating Committee (and also attached for your reference). Most applicants returned the questionnaire and from there 8 applicants were selected for interviews. Several have also visited an MCCI meeting.

Based on the interviews completed so far, we are able to send forward three candidates. Washington County Committee for Citizen Involvement recommended the fourth candidate, Norm Rose, and the nomination has been passed directly to the Metro Council.

MCCI thanks you for your consideration and asks that you process these nominees and pass them to the full Council for approval.

## MCCI MEMBERSHIP DEVELOPMENT

An effective and visible Metro Committee for Citizen Involvement (MCCI) is a fundamental key to ensuring active citizen participation in Metro decision-making processes. Development of a strong MCCI membership is a top priority required to accomplish this. The MCCI's Nominating Committee, with support from MCCI staff, will hold the primary responsibility for membership development.

### MEMBERSHIP DEVELOPMENT PROCEDURES

- ◆ **RECRUITMENT & NOMINATION:** The process of identifying and encouraging individuals to participate on MCCI. Implementing an efficient nominating and appointment process as follows:

1. Notification - MCCI staff will send individual letters to Councilors in whose District a vacancy exists and will notify County Citizen Committees whose representatives or unincorporated area positions are vacant. Staff will contact (by mail) all applicable Neighborhood Associations and CPO's and ask that they seek candidates. MCCI applications and Metro Quiz brochures will be included with all letters so they can be passed on to interested persons. Vacancies will also be advertised on Metro's web page and ads will be placed in newspapers as needed.

Notification will begin approximately six months before positions become vacant, if possible, by staff with direction from the Nominating Committee. All MCCI members will be encouraged to promote MCCI in their communities on a consistent basis. They should be prepared to hand out materials or put interested persons in touch with MCCI staff. Personal recommendations and contact are often the best way to find great new members. Staff will follow-up with each potential MCCI member once information is sent to assure they have no unanswered questions or concerns and to encourage them to participate.

2. Selection - the Nominating Committee will review all applications received for a vacant position based on the MCCI job description and selection criteria. Once the best applicant(s) have been selected to continue in the process, staff will invite them to the next MCCI Regular Meeting and will schedule an interview with the Nominating Committee and selected candidate(s).

The interview will focus on MCCI purpose, structure and expectations. After the interview, the MCCI Nominating Committee will take a final vote to select one candidate for staff to forward to the appropriate Metro Council Committee with a Resolution to confirm appointment. At this time, staff will also notify the applicant of the Council meeting times so they can attend, if possible. Excess applications will be held by staff for future vacancies.

3. Follow-up - upon Council confirmation, staff will send successful applicant(s) a congratulations letter that tells them when the next MCCI meeting is and their subcommittee assignment. The MCCI Chair and staff will determine subcommittee appointments based on member interests and a balanced group of subcommittees. Each new member will receive an MCCI Member Handbook following appointment. This will help them begin to become familiar with MCCI.

Applicants not chosen will receive a letter thanking them for their application and saying that we will keep it on file for future reference. Staff will add new member(s) to all applicable committee lists and will create a name plate and name badge. MCCI members should take special care to introduce, welcome, mentor and involve new members as they begin to participate with MCCI.

- ◆ **ORIENTATION:** Steps taken to give new MCCI members information on the background and programs of MCCI and Metro.

1. Orientation Class - staff will hold, on an as-needed basis, an orientation for the purpose of giving new members an overview of Metro and MCCI. The Metro overview will be accomplished using the slideshow and any available speakers from departments. An MCCI Nominating Committee member and/or the MCCI Chair will give an explanation of MCCI and its current status. Time will be available for questions and conversation that new members may have.

2. Additional Opportunities - New members will be encouraged to attend other meetings related to MCCI work, especially in subcommittees. Staff will make sure new members are aware of available resources and will be sure any needs they have are met. Staff will check in with new members periodically to assess their comfort level in the new position and to see how their subcommittee assignment is working out. Special opportunities such as participating in Metro's new employee tours and the Council's Local Partner Forums will be extended to new members as available.

- ◆ **TRAINING:** Regular efforts to keep members up-to-date on MCCI and Metro issues as well as the purpose and operation of MCCI. This will be done via special instruction sessions for the purpose of increasing the direction and focus of the committee on the key issue of citizen involvement. Staff will begin drafting a training manual for this purpose and will strive to keep all members aware of other outside training opportunities (conferences, workshops, seminars, etc.).
- ◆ **RECOGNITION:** The on going process of recognizing accomplishments and work well done. This will be done verbally in meetings and other side conversations whenever appropriate and by anyone who has good news to share. For exceptional accomplishments of any kind by an MCCI member, it would be a good idea to contact staff and/or the Chair to see if a special certificate or announcement at an MCCI meeting would be appropriate.

#### INTERESTED PERSON PACKET CONTENTS

- Personal letter including information on applying and an invitation to the next MCCI Regular Meeting
- MCCI Application Form
- Metro Quiz and an MCCI Organizational Chart
- Handout materials and newsletters related to Metro departments and current topics of interest

#### MCCI HANDBOOK CONTENTS

- MCCI Member List and Meeting Ground Rules
- Metro Councilors List & Map of Metro Boundary and Council Districts
- Metro Charter & MCCI Bylaws, MCCI History
- MCCI Organizational Chart and Workplan, MCCI Budget
- Metro Organizational Chart and Department Descriptions, Metro Budget Overview
- MCCI Member Job Description
- MCCI Communications Protocol
- Public Involvement Planning Guide
- *About Metro* and *Metro Quiz* supply for new members to have on hand for other potential members
- Glossary of Terms and Acronyms

**MCCI SUPPLEMENTAL APPLICATION QUESTIONS**

**1. Why would you like to serve as a member of the Metro Committee for Citizen Involvement (MCCI)?**

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**2. What do you anticipate enjoying most about being a member of MCCI?**

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**3. What strengths, knowledge and skills do you bring to MCCI?**

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**4. Do you have personal or professional goals that may be impacted by your participation on MCCI?**

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**5. Do you have any questions or concerns about becoming an MCCI member?**

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**Please list three references who are familiar with your citizen involvement experience (please list name, affiliation and phone number).**

a. 

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b. 

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c. 

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RECEIVED

May 10, 1999

MAY 18 1999

MCCI Supplemental Questions

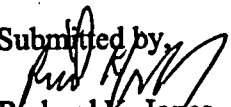
EXECUTIVE OFFICER

1. I want to serve on the MCCI Committee because I feel without citizen involvement government is unsuccessful in getting their programs accepted by the citizens. I have always served constituents by helping with the process.
2. I anticipate being able to help bring people into the process, not as rubber stamps but as sounding boards and idea centers for projects. The CPR for Streams Open House in Sunnyside was attended by about 15 people last Thursday. This is an area with many problems, we must ask why only 15 people came to the meeting I would feel good if 60 to 75 people had come and 20 new ideas had been generated.
3. The strengths I will bring include a significant amount of on the job training in getting people to participate in the process. As a member of the Oak Lodge Community Council we distribute 1-2 thousand flyers in our neighborhoods each month. I have been involved as a concerned citizen for a long time both locally and in the Mid Valley. I am one of the founders of the Clackamas County Association of CPO's and Neighborhoods which is pushing some of the same goals within Clackamas County.
4. I do not have any goals that would be impacted through my involvement.
5. My only concern would be in the goals of the committee. Does the committee want input or do they want input in support of government's preset decision process. When a group goes out to get public input one needs recognize it may not always support preconceived ideas. People recognize when ideas are being sought and when the group is being tuned as part of a process.

References:

Bob Waldt, 654-7435, Past Chair of the Oak Lodge Community Council (OLCC)  
Jim Knapp, 789-9492, Member of the OLCC and board member of the Oak Lodge Water District  
George Abbott, 829-9727, Founder of Clackamas County Ass of CPO's and Neighborhoods.

Submitted by,

  
Richard K. Jones  
3205 SE Vineyard Rd.  
Oak Grove Or 97267

Attachment C-1

COMMUNITY INVOLVEMENT

Application for Citizen Involvement

Name RICHARD K. JONES Council district/County 2 UNINCORPORATED URBAN CLACKAMAS CO.  
Address 3205 SE VINEYARD RD OAK GROVE State/ZIP/CA 97267  
Phone: Home 652-2998 Work --- FAX 353-9619 e-mail BULLDOGJONES@comcast.net  
Occupation/place of employment RETIRED

Education, work or volunteer experience.  
SEE ATTACHED

List and describe any involvement you have had with groups, boards, organizations, etc.

SEE ATTACHED

Name the committee(s) you are interested in and explain why you think the committee issues are important.

SEE ATTACHED



Post-it® brand fax transmittal memo 7671		of pages <u>2</u>
To <u>Dick Jones</u>	From <u>Karen Wilkerson</u>	
Co. <u>---</u>	Co. <u>Metrol</u>	
Dept. <u>---</u>	Phone # <u>77-1539</u>	
Fax # <u>353-9619</u>	Fax # <u>77-1779</u>	

List any relevant experiences, skills or interests that have helped to prepare you for a position on this committee

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List two references who are familiar with your community and volunteer work

B.B WALDT 3225 SE LOEFFELMAN MILWAUKIE OR

Optional: Attach resume

Most advisory committees require meeting at least once a month. Meeting hours may be evening or day depending on the committee. Many committees also require some investment in time outside of the meetings. Will you commit to the time required to fulfill your duties if appointed to an advisory committee?  yes  no

I PRIDE MYSELF IN A HIGH LEVEL OF COMMITMENT. IN 12+ YRS ON THE BENDIGO SUAC I MISSED 2-3 MEETINGS. I LIKE TO SPEND 2+ HRS STUDYING THE ISSUES FOR EACH HOUR THE COMMITTEE MEETS.

Since some committees may have specific requirements for membership, please request an addendum for specific advisory committees to determine if you qualify for application. Call the Metro Office of Citizen Involvement at 797-1539 for further general information, or call the contact person listed for each individual advisory committee if you have detailed information requests.

Signature

Date

5-6-99

Membership on Metro advisory committees is open to all interested citizens subject to the qualifications determined by the appointing authority as necessary for the conduct of its business. Metro encourages participation in its affairs by all people, especially those who are under represented in public involvement.

Please return to:  
Metro Office of Citizen Involvement  
600 NE Grand Avenue  
Portland, OR 97232

797-1539 (phone) 797-1799 (fax)  
e-mail MOCIN@metro.del.or.us Web Site: www.metro-region.org

To receive assistance per the Americans with Disabilities Act, call the number above, or Metro teletype 797-1604

Attachment - 1

APPLICATION FOR APPOINTMENT TO METRO COMMITTEE FOR CITIZEN INVOLVEMENT (METRO CCI)

Interested in Appointment to Position (s) #: MCCI DIST 2  
Unincorporated Clackamas Co.

The purpose of this form is to obtain general information for use in determining qualifications for nomination and appointment to the Metro Committee for Citizens Involvement (Metro CCI). Position descriptions are listed on the attached sheet. PLEASE COMPLETE AND RETURN THIS FORM to Judy Shioishi, Metro, 600 N.E. Grand Avenue Portland Oregon 97232-2736. Please feel free to attach or enclose supplemental information or a recent resume which more fully details your involvement in volunteer activities, public affairs, civic services, affiliations, etc.

Applicants may nominate themselves but are also encourage to attach nominations from community organizations. One purpose of the Metro CCI is to develop a community organization network in which to share information about Metro.

PERSONAL DATA

Name: JONES, RICHARD K, II  
(Please type or print last name, first name, middle initial)

Residence Address: 3205 SE VINEYARD RD  
(include county) MILWAUKIE OR 97267 CLACKAMAS

Mailing Address: \_\_\_\_\_  
(if different) \_\_\_\_\_

Occupation: ACCOUNTANT

Phone Numbers: 652-2998 (<sup>541</sup>~~503~~) 926-4211 EXT 6371  
(Home) (Business) (Other)

Why are you interested in serving on the Metro CCI? I FEEL, I CAN MAKE A POSITIVE CONTRIBUTION IN SEVERAL AREAS WHERE METRO IS INVOLVED ESPECIALLY SOLID WASTE MANAGEMENT & PLANNING (TRANSPORTATION & LAND). MY BEST SKILLS ARE IN THE AREA OF SEEING THE "BIG PICTURE" AND BEING ABLE TO RELATE IT TO THE "SMALL PICT". ALSO, I CAN TRANSLATE THE COMPLEX REGULATORY LANGUAGE INTO THE LANGUAGE OF THE AVERAGE CITIZEN.



Community Service Activities/Honors: I SERVED ON SEVERAL COMMITTEES  
AT ALSEA SCHOOLS IN THE 1970'S, I SERVED ABOUT 5 YRS.  
ON THE CITIZEN ADVISORY COMMITTEE (CAC) IN 1970'S IN  
ALSEA, BENTON COUNTY SOLID WASTE ADVISORY (SWAC)  
FOR 13 YRS INCLUDING 11 YRS AS CHAIR PERSON. STATE & OR.  
VISION 2005 INTEGRATED RESOURCE & SOLID WASTE MANAGMENT LOCAL GROUP MEMBER.

Educational Background: ATTENDED PORTLAND STATE 5 YRS  
2 YRS CHEMICAL ENG. MAJOR & 3 YRS BUSINESS  
MAJOR.

OPTIONAL

Nominating Group: \_\_\_\_\_

On a separate sheet please include the name of the organization, a contact person, address and phone number, and a brief description of the applicant's connection with organization and why the applicant is deserving of such nominations.

As a resident of either Clackamas, Multnomah or Washington Counties I affirm that all information is true to the best of my knowledge. I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification of my application, disqualification from appointment, or dismissal from the Metro CCI once appointed.

I understand that appointment to this committee will involve a substantial time commitment, including regular, special and subcommittee meetings, and am willing to make such a commitment.

6/24/95  
(DATE)

[Signature]  
(Signature)

**RICHARD K. JONES**

**Education, Work or Volunteer Experience:**

I studied chemistry and business at Portland State in the 1950's and in 1972 graduated from Multnomah Bible School's evening program.

I worked from 1961 to 1995 at Wah Chang in Albany Oregon. During my employment I served in a number of accounting related positions including Assistant Controller, Cost Accounting Manager and Government Contracts Manager. During this time I was a member on one of the original Community Planning Organizations in Alsea from 1975 to 1980. Later I served from 1983 to 1995 on the Benton County Solid Waste Advisory Committee. I served as committee Chair for a number of years.

**Current Involvement:**

I am Chair of the Oak Lodge Community Council (OLCC), the recognized Community Planning Organization (CPO). I am a member of the Clackamas County Urban Transportation System Plan Committee and the McLoughlin Corridor Work Group. Relative to implementing SB122 from 1993/ORS195 in North Clackamas County I have served on the son of 122 Citizens Committee and was the observer from the OLCC to the original SB122 Steering Committee.

I am a member of the North Clackamas Chamber of Commerce.

**Committees I am interested in serving:**

MCCI is a committee that needs help when opportunities for community involvement get 10 to 15 people something is wrong. We must fix it. We need to get turned off people back in the process. My chief trait which I think is needed is a creative mind.

MCCI SUPPLEMENTAL APPLICATION QUESTIONS

1. Why would you like to serve as a member of the Metro Committee for Citizen Involvement (MCCI)?

I have been active in my community for many years. I would like to get more involved with issues that Metro addresses - land use, transportation, environment.

2. What do you anticipate enjoying most about being a member of MCCI?

Being able to put my ideas <sup>out</sup> for others to hear.

Meet other people who are as involved as I am in issues facing us.

3. What strengths, knowledge and skills do you bring to MCCI?

I am totally dedicated to organization I'm involved with. I am loyal. I have leadership skills through my involvement with Girl Scouts.

4. Do you have personal or professional goals that may be impacted by your participation on MCCI?

At this time - No - I work part time and my spare time is devoted to those things I enjoy the most - family, girl scouts and doing service projects.

5. Do you have any questions or concerns about becoming an MCCI member?

When and where are the meetings?  
Approximately what time commitment -  
(this is not an issue, just curious)

Please list three references who are familiar with your citizen involvement experience (please list name, affiliation and phone number).

- a. Pat Whiting co chair CPO 4-M 246-7172  
b. Ward Rader chair CPO 4-M  
c. Liz Kyle G.S. 657-6785

I only know address  
7617 SW Cedarcrest St,  
Portland, OR 97223

RECEIVED  
MAY 12 1999  
EXECUTIVE OFFICER

I help the March of Dimes,  
Susan Komen Foundation, Girl Scouts,  
Alzheimers Disease - and any others.

Application for Citizen Involvement

Name Trudy Knowles Council district/County District 3  
Address 110430 SW 82nd State/ZIP Tigard, OR 97223  
Phone: Home 245-4828 Work \_\_\_\_\_ FAX \_\_\_\_\_ e-mail \_\_\_\_\_  
Occupation/place of employment Teacher PPS # 1

mailing address PO Box 230275 zip 97281

Education, work or volunteer experience

B.S. in Education - 17 years  
Volunteer with Columbia River Girl Scouts -  
Race for Cure

List and describe any involvement you have had with groups, boards, organizations, etc.

Volunteer with Columbia River Girl Scouts  
9 years -  
Member of Beta Sigma Phi sorority -  
Volunteer with Oregon Special Olympics -  
Volunteer with March of Dimes

Name the committee(s) you are interested in and explain why you think the committee issues are important

I am very interested in Land Use  
planning. I see my area being  
developed and am really concerned.



BOB J S YAM

List any relevant experiences, skills or interests that have helped to prepare you for a position in this committee

Multiple horizontal lines for writing relevant experiences, skills, or interests.

List two references who are familiar with your community and volunteer work

Pat Carley  
Jan Barrett

Optional: Attach resume

Most advisory committees require meeting at least once a month. Meeting hours may be evening or day depending on the committee. Many committees also require some investment in time outside of the meetings. Will you commit to the time required to fulfill your duties if appointed to an advisory committee?  yes  no

Since some committees may have specific requirements for membership, please request an addendum for specific advisory committees to determine if you qualify for application. Call the Metro Office of Citizen Involvement at 797-1539 for further general information, or call the contact person listed for each individual advisory committee if you have detailed information requests.

Signature Tudy Knowles Date 5/7/98


Membership on Metro advisory committees is open to all interested citizens subject to the qualifications determined by the appointing authority as necessary for the conduct of its business. Metro encourages participation in its affairs by all people, especially those who are under represented in public involvement.

Please return to:  
Metro Office of Citizen Involvement  
600 NE Grand Avenue  
Portland, OR 97232

797-1539 (phone) 797-1799 (fax)  
e-mail MCCI@metro.dst.or.us Web Site: www.metro-region.org

To receive assistance per the Americans with Disabilities Act, call the number above, or Metro teletype 797-1804

Application for Citizen Involvement

Name  Christine W Poole Jones  
 Address 1206 NE Knott St  
 Portland, OR 97212-3229  
 Council district/County Waltham Dist. 5  
 State/ZIP \_\_\_\_\_  
 Phone: Home 281-5989 Work \_\_\_\_\_ FAX \_\_\_\_\_ e-mail \_\_\_\_\_  
 Occupation/place of employment \_\_\_\_\_

Education, work or volunteer experience \_\_\_\_\_

*See attached resume*

List and describe any involvement you have had with groups, boards, organizations, etc.

Name the committee(s) you are interested in and explain why you think the committee issues are important.

*What are we need publicly, Transportation*



list any relevant experiences, skills or interests that have helped to prepare you for a position on this committee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

list two references who are familiar with your community and volunteer work \_\_\_\_\_

Reference - *Alena Bozer - St Phillips Church*  
*Vera Pool - Pres. Delta Sigma Theta - Multnomah Co Jail*  
*Ed Washington - Metro Councilor*

Optional: Attach resume

Most advisory committees require meeting at least once a month. Meeting hours may be evening or day depending on the committee. Many committees also require some investment in time outside of the meetings. Will you commit to the time required to fulfill your duties if appointed to an advisory committee?  yes  no

Since some committees may have specific requirements for membership, please request an addendum for specific advisory committees to determine if you qualify for application. Call the Metro Office of Citizen Involvement at 797-1539 for further general information, or call the contact person listed for each individual advisory committee if you have detailed information requests.

Signature *Cherise W. Powell* Date 2/8/99

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Please return to:  
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600 NE Grand Avenue  
Portland, OR 97232

797-1539 (phone) 797-1799 (fax)  
e-mail [MCCI@metro.dst.or.us](mailto:MCCI@metro.dst.or.us) Web Site: [www.metro-region.org](http://www.metro-region.org)

To receive assistance per the Americans with Disabilities Act, call the number above, or Metro teletype 797-1804



Resume

Christine W. Poole-Jones

1206 NE Knott Street

Portland, Oregon 97212 Phone 281-5979

Administrator Educational Media

Business Address:

Portland Public Schools

Instructional Support/Educational Media

501 North Dixon Street

Portland, Oregon 97227

Phone 916-3382

Fax 916-3296 cpjones@pps.k12.or.

The Department of Educational Media consists of Audiovisual Services, Library Technical Services, School Libraries, Professional Library, Television Services, Distance Learning and Textbook Services.

Education

- 1967 B.A. in Elementary Education, Sacramento State University
- 1971 M.A. Library Science, University of Oregon
- 1980 Administrator/Principal Certificate, Portland State University
- 1990 Graduate Work, Library Management, University of Washington

Other Training

- Oregon Department of Education, Library Standardization Team
- Library Management
- Library Curriculum Development (American Library Association)
- Talented and Gifted, Structure of Learning Training
- Site Based Management Team, Woodlawn Elementary School
- Dialogue Searching, Internet
- Team Building
- Computer Technology, IBM PC and MacIntosh
- Oregon State University Distance Learning
- Portland Cable Access TV: Studio work, video equipment, studio operation
- Western States/Pacific Rim Distance Learning Training (Washington State)

Certification

- Elementary Teacher (K-9)
- Educational Media Specialist/Librarian (K-12)
- Public School Principal (K-12)

Professional Work Experience

- |   |                                    |
|---|------------------------------------|
| Elementary Teacher (grades 5-6)               | Sacramento, California             |
| Elementary Library/Media Specialist           | Eugene, Oregon                     |
| District Multi cultural Book Evaluator        | Eugene, Oregon                     |
| Library Consultant American School            | Santiago, Chile                    |
| Elementary Library/Media Specialist (K-8)     | Portland Public Schools            |
| High School Library/Media Specialist          | Portland Public Schools            |
| Supervisor Elementary Libraries (K-8)         | Portland Public Schools            |
| Oregon Action Plan for Excellence(Task Force) | State of Oregon                    |
| Instructor (Summer Course)                    | University of Oregon               |
| Spokane School District, Consultant           | Spokane, Washington                |
| Anchorage School District, Consultant)        | Anchorage, Washington              |
| Catlin Gable School, Consultant               | Portland, Oregon                   |
| Multnomah County Library, Consultant          | Portland, Oregon                   |
| Women's History Alliance, Presenter           | Tualatin, Oregon                   |
| Oregon Historical Society, Presenter          | Portland, Oregon                   |
| OTFC  | Subcommittee on Life Long Learning |
| Oregon Telecommunication Forum Council)       |                                    |

### **Professional Associations**

#### **Past and Present**

American Library Association/American Library Association of School Librarians  
American Library Association/Black Caucus  
Association of Central and District Administrators Portland Public Schools  
Delta Kappa Gamma International  
International Reading Association  
National Education Association/Oregon Education Association  
Oregon Educational Media Association(former Board Member)  
Oregon Alliance of Black School Educators (former officer)  
Portland Association of School Librarians (past President)  
Portland Council International Reading Association (former Board Member)  
Portland Teacher's Association (former Board Member)

### **Socially Responsible Organizations**

Delta Alumni Sorority  
NAACP  
Urban League of Portland/Urban League Guild  
World Affairs Council

### **Community Service**

Metropolitan Arts Commission, Commissioner  
Multnomah County Friends of the Library, Board Member  
Reading Tree  
Young Audience, Board Member)  
Friends of Henry and Ramona Fountain, Board of Directors)  
Black Woman's Gathering Committee  
Portland Literruption  
Portland Art Quake, Board Member  
Irvington Community Association, Board Member  
Boise-Eliot Scholarship, Board Member  
President Urban League Guild  
Oregon Literacy Inc.  
Black United Fund Leadership Team

### **Honors and Citations**

Public School Employee, Outstanding Service Award, Masonic Officers Association  
Portland Association of School Librarians  
Portland Association of Teachers  
Urban League of Portland  
Oregon Alliance for Black School Educators  
King Elementary School Local Heroes Project  
Delta Alumni Sorority Women of Excellence Award  
Black United Fund Phenomena Women Award

### **Special Interest**

Literacy                      The Arts                      Walking  
Diversity Issues              Vegetarian Cooking              Crafts  
Exhibiting soft sculpture art at Interstate Fire House Art Gallery, Portland, Oregon

MCCI SUPPLEMENTAL APPLICATION QUESTIONS

1. Why would you like to serve as a member of the Metro Committee for Citizen Involvement (MCCI)?

I WAS ASKED by the Chair of the Nominations Committee to submit my Name.

2. What do you anticipate enjoying most about being a member of MCCI?

Contributing toward a Livable Metropolitan Area.

3. What strengths, knowledge and skills do you bring to MCCI?

I bring a long-time interest in urban activities and community involvement and also a person of color's perspective.

4. Do you have personal or professional goals that may be impacted by your participation on MCCI?

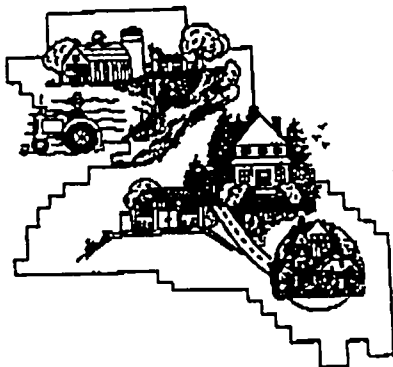
I am interested in transportation issues, getting people out of cars and into public transportation.

5. Do you have any questions or concerns about becoming an MCCI member?

What is the time commitment and "homework"?

Please list three references who are familiar with your citizen involvement experience (please list name, affiliation and phone number).

- a. Avel Cordley - Senator, Oregon Legislature 986-1710
- b. Ed Washington - Metro Councilor 797-1546
- c. Lew Fredericks - Portland Public Schools - 916-3560
- Lawrence Drell - Urban League 280-2600



**Washington County  
Committee for Citizen Involvement**

OSU Extension Service  
18640 NW Walker Road, Suite 1400  
Beaverton, OR 97006-8927  
503-725-2120; 503-725-2100 (fax)

**Chair:**  
David Hoffman

**Vice Chair:**  
John Leeper

**Vice Chair:**  
Walt Gorman

**Vice Chair:**  
Bob Tenner

**Vice Chair:**  
Carol Gearin

May 19, 1999

Kay Durtschi, Chair  
Metro Committee for Citizen Involvement  
600 NE Grand Ave  
Portland OR 97232-2736

Dear Ms. Durtschi:

This letter is written in support of the appointment of Norman Rose to MCCI. His appointment would be to represent Washington County CCI in the position that will be vacated by Terri Ewing in June, at the end of her term. The CCI voted unanimously to nominate Norman to this position.

Norman Rose is a long-time member and leader of Citizen Participation Organization (CPO) #7 in Washington County. He will be a conscientious, thoughtful, and knowledgeable asset to MCCI. We are looking forward to capitalizing on his plans to bring routine reports to CCI (and our CPOs) on the work of MCCI.

Thank you for working with Norman to bring him through the process of consideration for nomination and appointment to Metro's Committee for Citizen Involvement. If you have questions, we look forward to hearing from you.

Sincerely,

David Hoffman, Chair  
Washington County Committee for Citizen Involvement

c: Mike Burton, Executive Officer  
Metro

*Agenda Item Number 11.1*

**Resolution No. 99-2807, For the Purpose of Ratifying the Laborers International Union Local 483  
Bargaining Agreement for July 1, 999 through June 30, 2003.**

***Executive Session Held Pursuant to ORS 192.660(1)(d) for the Purpose of Deliberating with persons  
Designated to Conduct Labor Negotiations.***

Metro Council Meeting  
Thursday, July 1, 1999  
Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF RATIFYING THE ) RESOLUTION No. 99-2807  
LABORERS INTERNATIONAL UNION )  
LOCAL 483 BARGAINING AGREEMENT FOR ) Introduced by  
JULY 1, 1999 THROUGH JUNE 30, 2003 ) Mike Burton, Executive Officer

WHEREAS, The Metro Code requires Council ratification of collective bargaining agreements; and

WHEREAS, Metro and The Laborers International Union Local No. 483 have reached agreement on a four-year successor agreement; and

WHEREAS, The agreement provides a negotiated settlement of collective bargaining issues; and

WHEREAS, The agreement is consistent with the adopted FY99-00 budget; now, therefore,

BE IT RESOLVED,

1. That the Council authorizes the Executive Officer to execute the Laborers International Union Local No. 483 collective bargaining agreement attached hereto as Exhibit A.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Rod Monroe, Presiding Officer

Approved as to form:

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

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METRO AND LABORERS INTERNATIONAL UNION LOCAL 483

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AGREEMENT between  
METRO and the LABORERS INTERNATIONAL UNION, LOCAL NO. 483

THIS AGREEMENT, made and entered into this 1st day of July 1999, by and between METRO, Portland, Oregon, its successors and assigns, hereinafter called the "Employer," and LABORERS INTERNATIONAL UNION, LOCAL NO. 483, hereinafter called the "Union."

**PREAMBLE**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, race, color, creed, national origin, handicap or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide job qualifications.

Upon notification to the Union of filing for redress of any item in this preamble in another recognized legal forum, any grievance filed by that same employee or Union under this Article will be withdrawn.

**1. DEFINITIONS**

- 1.1 **REGULAR EMPLOYEE:** Any employee who works full-time on a yearly basis in a job classification contained in Schedule A.
- 1.2 **REGULAR PART-TIME EMPLOYEE:** Any employee, other than on-call employees, whose employment is part-time and lasts longer than 720 hours in any calendar year, or in the case of on-call employees 720 hours in a calendar year, but works less than full-time, in a job classification contained in Schedule A, and such employment re-occurs each year.
- 1.3 **TEMPORARY EMPLOYEE-** Any employee, other than on-call Typists/ Receptionists, Cashroom Clerks for the period of March 1 through September 30, and Stationmasters, whose period of employment will last no longer than 720 hours in any calendar year. On-call Typists/Receptionists, Cashroom Clerks for the period of March 1 through September 30, and Stationmaster's period of employment may last 720 hours in any one calendar year. Temporary/on-call employees are not entitled to vacation pay, health and welfare, sick leave, and personal holidays. Temporary on-call employees working consecutive years shall not be entitled to accumulate time for purposes of personal holidays or for any other purpose under this Agreement. Employees hired to fill temporary positions shall be notified by the Employer, upon hiring, that the employee will be employed in the temporary position for no more than 720 hours for those on-call, in any calendar year.



- 1.4 **SEASONAL EMPLOYEE:** An employee who is employed during peak seasons of the year and who may be scheduled as needed during the remainder of the year.
- 1.5 **SUPERVISOR:** The head of one of the Offices, Divisions or Departments established by the Employer.
- 1.6 Before a Temporary employee can become a Regular or Regular Part-Time employee, he/she must have gone through the same job selection process as any other applicant.

## **2. MANAGEMENT RIGHTS**

- 2.1 The Employer shall have and retain sole responsibility for the management and operation of the Zoo and Parks direction and control of its work force, facilities, properties, programs and activities, except as expressly limited by the terms of this Agreement.

## **3. RECOGNITION**

- 3.1 The Employer recognizes the Union as the sole collective bargaining agent for all members of the Bargaining Unit employed by the Employer at the Washington Park Zoo and Parks, excluding Parks seasonal employees, confidential employees, supervisory employees including first line supervisors, administrative employees, and employees whose primary duties consist of security or guard functions.
- 3.2 No supervisor nor salaried employee shall perform any of the work covered under this Agreement, except in cases of emergency. Emergency is defined as a situation beyond the control of the Employer which the Employer could not anticipate, including but not limited to:
  - (a) Unanticipated situations where bargaining unit employees were contacted but were not available for work, or:
  - (b) The Employer has made an unsuccessful attempt to contact bargaining unit employees at their current home number as listed with the Employer.

Emergencies shall not include those day-to-day situations which require immediate action which have been normally performed by Bargaining Unit employees. A supervisor may use tools or equipment and perform work when the objective is to show, explain or train employees in the proper performance of their work assignments.

- 3.3 No first line supervisor shall perform the work covered under this Agreement except under the following circumstances:
- 3.3.1 In cases of emergency as defined in paragraph 3.2.
  - 3.3.2 When the objective is to show, explain or train employees in the proper performance of their work assignments.
  - 3.3.3 As long as he/she does not replace a regular employee of the Bargaining Unit.
- 3.4 Except as provided in this Article, work performed under classifications covered by this Agreement shall be performed at rates and conditions herein established. Any work which is performed by Bargaining Unit employees shall not be contracted out. This does not, however, restrict the Employer from contracting out work previously subcontracted.
- 3.5 It is not the Agency's intention to replace regular employees with temporary or seasonal employees.

#### **4. UNION MEMBERSHIP**

- 4.1 All Regular and Regular Part-Time employees who are covered by this Agreement shall, not later than thirty-one (31) calendar days from the date of this Agreement or from the date of employment, as the case may be, join and remain members of the Union, by tender of regular dues and initiation fees, or tender to the Union his/her fair share which shall be equivalent to regular dues and initiation fees. Temporary employees shall not be required to become or remain members of the Union, but as a condition of employment shall pay a monthly fee for each calendar month following the first thirty (30) calendar days of employment.
- 4.2 If any employee is a member of a church or religious body which has bona fide religious tenets or teachings which prohibit such employee from being a member of or contributing to a labor organization, such employee shall pay an amount, of money equivalent to regular Union dues and initiation fees and assessments, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Employer that this has been done.
- 4.3 The Union will defend and hold harmless the Employer, its directors, officers, administrators, and agents from any liability arising out of the application or administration of the Union Membership provisions of this Agreement.

## **5. DUES CHECKOFF**

- 5.1 The Employer agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union and fair share according to ORS 243.650 or for any other Union purpose. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on forms furnished by the Employer and may be revoked by the employee upon written request. The performance of this service is at no cost to the Union.
- 5.2 The Employer will not be held liable for check-off errors but will make proper adjustments with the Union for errors as soon as is practicable but no later than the end of the following pay period.
- 5.3 The Union agrees to defend and hold the Employer harmless against any and all claims, suits, orders or judgments brought against the Employer which are based upon the provisions of this Article.

## **6. HOURS OF WORK**

- 6.1 Forty (40) hours shall constitute the normal workweek, eight (8) hours per day, five (5) consecutive days per week with two (2) consecutive days off. Notice of change in shift starting times or days off will be given prior to the end of the workweek before the workweek in which the change becomes effective, and such change will be effective for not less than one (1) workweek.
- 6.2 Except in cases of emergency, all employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. Rest periods shall be scheduled near the middle of each one-half (1/2) shift whenever feasible.
- 6.3 Notwithstanding the workweek set forth in 6.1 and 6.2 above, the Employer and the Union may, by mutual agreement, initiate a workweek consisting of four (4) consecutive ten (10) hour days with three (3) consecutive days off. Overtime rates will be paid for all hours over ten (10) hours worked in any one day, for any work performed on the employee's three (3) scheduled days off, and holidays. If a 4-10 work schedule is implemented, and found to be less favorable after discussion by Management and the Union, either party may elect to return to the 5-8 schedule.

## **7. SHIFTS**

Shift work shall be permitted in all classifications, without restrictions, on the following basis:

- 7.1 The day shift is any full shift which begins between 6:00 a.m. and 11:59 a.m.. Part-time work which is commenced after 11:59 a.m. and completed by 6:59 p.m. is day shift work.
- 7.2 Employees transferred from one shift to another, unless relieved from work at least a full shift before starting their new shift, shall be paid the overtime rates for the first such new shift worked.
- 7.3 The second or swing shift shall be defined as any full shift which begins between 12:00 Noon and 6:59 p.m. An employee scheduled on the second shift shall receive a sixty-five cents (\$.65) per hour shift differential July 1, 1999; seventy cents (\$.70) per hour on July 1, 2000; seventy-five cents (\$.75) per hour on July 1, 2001 in addition to his/her regular hourly rate (as set forth in Schedule A).
- 7.4 The third or graveyard shift shall be defined as any full shift which begins between 7:00 p.m. and 5:59 a.m. Employees scheduled on the third shift shall receive a shift premium of eighty cents (\$.80) per hour July 1, 1999; ninety cents (\$.90) per hour July 1, 2000; one dollar (\$1.00) per hour July 1, 2001 in addition to the regular hourly rate (as set forth in Schedule A).
- 7.5 Relief shifts shall be defined as:
- 7.5.1 Any workweek schedule which includes multiple shifts with a maximum of three (3) day shifts.
- 7.5.2 Employees regularly assigned to relief shifts shall be paid eighty cents (\$.80) per hour July 1, 1999; ninety cents (\$.90) per hour July 1, 2000; one dollar (\$1.00) per hour July 1, 2001 for all hours worked
- 7.5.3 Employees working relief shifts shall not receive shift premium authorized in Sections 7.3 and 7.4 above.
- 7.5.4 Employees assigned to sliding shift at Parks shall be paid the relief shift premium, eighty cents (\$.80) per hour July 1, 1999; ninety cents (\$.90) per hour July 1, 2000; one dollar (\$1.00) per hour July 1, 2001, for all time worked during daylight savings time.
- 7.6 The shift premium provided for by 7.3, 7.4 and 7.5 above shall not apply during hours when earning overtime or when on vacation, sick leave, or any other paid leave of absence and shall not be included in an employee's regular hourly rate for purposes of computing overtime or other premium or holiday pay of any kind.
- 8. OVERTIME**
- 8.1 Overtime at the rate of one and one-half (1-1/2) times an employee's established hourly rate exclusive of shift premium, shall be paid 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, provided, however, that the Employer may compensate for such overtime by time off (at a time mutually agreed upon) at the rate of one and one-half (1-1/2) hours off for each hour of overtime to a maximum of sixty (60) hours in one (1) year worked.

- 8.2 A record of overtime hours worked or offered to each employee shall be maintained in each work unit for each month and such information shall be posted. An employee who wishes additional or less available overtime shall review the matter with his/her immediate supervisor and Union representative.
- 8.3 Employees required to work around the clock (three shifts) and required to continue work through their regular assigned shift shall continue to receive pay at the overtime rate.
- 8.4 An employee who is required to work more than four (4) hours before, or two (2) hours beyond his/her regular shift shall be allowed a thirty (30) minute lunch period on the Employer's time, to be taken not later than the expiration of such four (4) or two (2) hour overtime period. In the event such employee works for more than four (4) hours, or more than two (2) hours before or beyond such four (4) or two (2) hour overtime period, he/she shall receive an additional thirty (30) minute lunch period on the Employer's time for each additional four (4) or two (2) hour overtime increment as the case may be.
- 8.5 Lunch periods may be scheduled by the Employer, provided only that no lunch period will be scheduled before three and one-half (3-1/2) or after five (5) hours from the beginning of an employee's shift except in emergency situations. No employee shall be required to take his/her lunch period later than five (5) hours after the beginning of his/her shift. In the event it is not possible to allow a lunch period during such five (5) hours, the employee shall receive time and one-half for his/her one-half (1/2) hour lunch period and shall also be allowed a reasonable opportunity to eat his/her lunch on the Employer's time. For purposes of this Section, a "reasonable opportunity" shall include, with respect to Railroad employees, eating lunch at their duty stations.

## **9. REPORTING PAY AND MINIMUM PAY**

- 9.1 Any Regular employee who is scheduled to report for work on his/her scheduled shift and who presents himself/herself for work as scheduled, but where work is not available or made available for him/her, shall be paid at his/her regular rate for eight (8) hours.

9.1.1 9.1 above shall not apply to Regular Part-Time or Temporary employees whose minimum guarantee shall be four (4) hours.

9.2 Any employee called to return to work immediately, or before the employee's next work shift, and such call is after the employee has left the Employer's premises at the end of his/her last shift, shall be paid for a minimum of four (4) hours at the rate of one and one-half (1-1/2) times the regular rate. However, when any employee is required to work in excess of eight (8) hours in any workday, and the excess time is adjacent to the employee's regular work schedule, the employee will be paid time and one-half (1-1/2) only for the time worked in excess of eight (8) hours .

9.2.1 If a Regular Part-Time or Temporary employee is called to work on the Railroad and circumstances make it unfeasible to operate the trains and the employee is sent home, and then later on this same day is called to return to work, he/she shall be guaranteed only two (2) hours pay for the second call.

9.3 Any employee required to work a split shift shall be paid at the rate of time and one-half (1-1/2) for not less than eight (8) hours of such shift (exclusive of any overtime worked in addition thereto). Time worked on the employee's sixth (6th) or seventh (7th) day shall not be covered by this paragraph.

9.4 Upon determination by the Zoo Director or Parks Director, or the Zoo or Parks Director's designee, of inclement weather conditions and such determination results in the decision to close the Oregon Zoo or the Parks and to send the staff home before the end of their normal shift, those employees required by Management to stay on the job shall receive one (1) hour travel pay.

## 10. WORK OPPORTUNITIES AND SENIORITY

10.1 Regular Part-Time employees shall have seniority only within their job classifications and such seniority shall accrue only on the basis of continuous employment from their date of hire. Temporary employees shall accrue no seniority rights under this Article.

10.2 Except as provided in 10.1, in the matter of lay-off and recall of employees, as well as in the matter of promotion, selection of jobs or opportunities to work on new jobs, processes, or a preferred job within the Bargaining Unit and the selection of work shifts and vacation periods, the Employer shall prefer those employees with the greatest length of service with the Employer in accordance with the following sections.

10.2.1 All employees, who transferred to the employment with the Employer from the Portland Zoological Society, seniority dates shall be such dates as their original employment with the Society.

10.2.2 If two or more employees were employed in any classification on the same day, seniority shall be determined by their order of hire by the Employer's records.

10.3 Seniority of an employee as used in this Agreement shall be based upon his/her continuous length of employment with the Employer from their date of hire. Any employee who voluntarily quits, is discharged, or who doesn't return to work from a leave of absence, as provided for in this Agreement, will forfeit all seniority rights with the Employer. Seniority shall continue and accumulate on the following basis:

10.3.1 During a lay-off.

10.3.2 Any authorized leave of absence in which an employee continues his/her pay status.

10.3.3 During a military leave of absence as provided for by law.

10.3.4 Up to one (1) year because of leave of absence caused by personal sickness or injury. The employee's seniority will be frozen after such leave provided he/she has requested to return to work as provided in 14.3.

10.3.5 Up to eighteen (18) months for an industrial accident.

10.3.6 Up to ninety (90) working days for a personal leave of absence.

10.3.7 Up to one (1) year for an educational leave of absence.

10.4 The Employer shall provide the Union a seniority list showing the continuous service of each employee. This list will be furnished to the Union on July first (1st) of each year and the Employer shall notify the Union by written communication immediately upon any change therein.

10.5 Reductions in force shall be accomplished by removing from the classification in which the over-supply exists the junior person in that classification. An employee so removed shall be entitled to work in a lower classification in which he/she has held Regular status in the order of his/her seniority in that classification in the Zoo and Parks.

10.5.1 No lay-offs or reduction to a lower classification shall be executed as long as there are Temporary employees, volunteers, or work release employees serving within the affected classifications covered by this Agreement.

10.5.2 The Employer shall re-employ laid-off employees on a strict seniority basis for the classification from which the employee was laid off.

10.5.3 On re-employment of laid-off employees, the Employer shall notify the employee by certified letter, with a copy to the Union, mailed to his/her last known address. The employee shall have five (5) days to report his/her intentions to the Employer and shall report to work within two (2) weeks after notification by the Employer, or, as mutually agreed. Failure to accept recall to work will terminate any rights for re-employment.

10.5.4 The rights to re-employment conferred by sections 10.5.2 and 10.5.3 shall continue for two years from the date of lay-off and then be terminated.

10.6 Work Unit, as discussed in the following Sections, shall be defined as Animal Management, Visitor Services, Administration, and Facilities Management, which will be subdivided into Gardener, Maintenance, Custodial and Railroad, and Blue Lake Regional Park, Oxbow Regional Park, Marine facilities, Pioneer Cemeteries, and Operations & Maintenance Support for the purpose of vacation selection only.

10.7 Vacation selections shall be by classification on the basis of seniority within the Work Unit in which employed:

10.7.1 Each employee will be entitled to exercise his/her seniority for only one (1) vacation selection each year. For purposes of this section "selection" means one or more consecutive days.

10.7.2 Such selection shall be made by bid posting between January 15 and February 15, of each year for vacations between April 1 of that year and March 31 of the next year in accordance with the following:

10.7.2.1 Any employee wishing to submit a bid concerning preferred vacation scheduling shall do so in writing not later than February 15. Employees on the top third of the seniority list will submit their preferred vacation bid in writing no later than January 25. Employees on the middle third of the seniority list will submit their preferred vacation bid in writing no later than February 5. Employees on the bottom third will submit their bids no later than February 15. Failure to submit a bid on a timely basis means that seniority vacation bidding rights are forfeited for that year.

10.7.2.2 Any duplication in preferred vacation scheduling shall be worked out between employees submitting such duplicate bids and the supervisor involved in accordance with 10.7.2.1.

10.7.2.3 In the event duplicate bids cannot be worked out to the satisfaction of the employees involved and the Employer in



accordance with 10.7.2.1, seniority shall control subject only to the overall staffing needs of the Zoo operation.

10.7.2.4 Requests for vacation after the preferred vacation has been satisfied shall be on a first come first served basis and shall not be unreasonably denied.

10.8 For the purposes of this Article, a qualified employee is an employee who is qualified by knowledge, skill and experience, and is physically able to perform the job. The parties recognize the desirability of preferring qualified employees. In the selection process for promotion, the Employer shall award one (1) percent of the total possible score to each qualified employee for each full year of continuous employment at the Zoo and Parks up to a maximum of ten (10) percent. In the event two or more qualified employees have the same final score, the employee with the greater length of service shall receive preference. When a vacancy occurs in a regular job, present employees shall be given the first opportunity on the following basis:

10.8.1 If the vacancy involved is a new job process or a preferred job within a classification first opportunity shall be given to qualified employees in that classification within the Work Unit where the vacancy occurs.

10.8.2 Whenever a vacancy occurs which creates promotional opportunities within the unit, or transfer to a vacancy, qualified employees within the Work Unit where a promotional opportunity exists shall be given first opportunity to fill such vacancy, and second opportunity to fill promotional opportunity shall be afforded to any qualified employee covered by this Agreement.

10.8.3 An employee filling a promotional opportunity or filling a vacancy shall work the work schedule specified for such job.

10.8.4 Promoted employees shall serve a ninety (90) working day probationary period. The probationary period shall be used by the Employer as an evaluation period in which the Employer will make written evaluation to the employee at the completion of thirty (30), sixty (60) and eighty-five (85) calendar days of his/her probationary period.

10.8.5 Any employee who is promoted and fails to qualify for the new position shall be returned to his former classification with all rights and conditions of employment he/she had in his/her former classification.

10.8.6 Within ninety (90) calendar days of promotion, any employee may elect to return to his/her former classification with no loss of rights and conditions of employment; provided a vacancy exists in the employee's former classification within six (6) months of the promotion.

10.9 All vacancies which create job opportunities within the Bargaining Unit under Article 10 shall be posted in the work location of the affected employees. Such job opportunities shall be posted for a period of seven (7) working days. Employees shall bid in writing on such opportunities according to the provisions of this section and such bid shall be made no later than the eighth (8th) working day after the first day of posting. The Employer will make a good faith effort to promote from within prior to advertising for outside candidates. This constitutes an internal Metro recruitment.

10.9.1 If the Employer makes an assignment from within the Bargaining Unit, the assignment will normally be made within seven (7) working days after the bid is closed. The name and seniority of the employee assigned to the job shall be posted and a copy given to the Union. Upon request of any applicants, the Employer shall submit in writing to applicants concerned the reasons for the choice with a copy to the Union.

10.10 Whenever a vacancy occurs in any regular job, the Employer may temporarily fill it by appointment. Qualifications and seniority shall be the two governing factors in such appointments. Employees on temporary assignments shall retain their seniority in their regular job classification. Temporary appointments shall not exceed 720 hours.

10.10.1 The Employer shall pay an employee assigned to a higher classification the rate for that classification.

10.10.2 If assigned to the classification at the beginning of the employee's shift, he/she shall receive the higher rate for a minimum of four (4) hours, but if more than four (4) hours he/she shall receive eight (8) hours. If an employee is assigned after the beginning of the shift and works four (4) hours or less he/she shall receive a minimum of four (4) hours at the higher rate, and if he/she works more than four (4) hours he/she shall be paid the higher rate for the balance of the shifts.

10.10.3 When it is necessary to work employees in a lower classification, the Employer shall pay the employee his/her regular rate for his/her regular classification.

10.11 It is hereby recognized the desirability of full-time Zoo employees being trained in all phases of Railroad operations as a resource for future Railroad work opportunities. Promotional opportunities will be awarded in accordance with Article 10.8 and Metro recruitment policies.

## 11. HOLIDAYS

11.1 Holiday eligibility will be pro-rated based on actual scheduled hours worked within the preceding pay period, with the exception that personal holiday eligibility will be pro-rated based upon the employee's full-time equivalent (FTE) status. The following holidays shall be recognized and observed as guaranteed paid holidays:

11.1.1 New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, and additional days designated by the President and confirmed by the Congress of the United States or by the Governor and confirmed by the Legislature of the State of Oregon as legal holidays for all citizens. After completion of six (6) months' service, each employee covered by the terms of this Agreement shall have two (2) personal holidays per fiscal year. The personal holidays shall be arranged upon reasonable notice and by mutual agreement between the employee and the supervisor. Personal holidays not taken within the year accrued will be forfeited. Personal holiday time must be utilized prior to use of any vacation time, and will be monitored by payroll.

11.1.2 A Regular Part-Time employee shall be entitled to receive Personal Holiday pay only upon completion of six (6) consecutive calendar months in which such employee works eighty (80) hours or more per month.

11.2 Whenever one of the above-listed holidays falls on Saturday, the Friday before or the Monday following said holiday shall be considered as a holiday and paid for as such. The Employer shall have the option to schedule employees off for that holiday on either of such days in accordance with operational needs. As to any employee who is not given either the preceding Friday or the following Monday off as a holiday, the preceding Friday shall be deemed the holiday. Notwithstanding the foregoing, those jobs which operate seven (7) days per week and/or twenty-four (24) hours per day will observe Christmas on December 25, New Year's on January 1, and Independence Day on July 4th.

11.3 Whenever a holiday falls on Sunday, the following Monday shall be deemed a holiday and paid for as such. Whenever a holiday falls on an employee's regularly scheduled day off, the employee may, prior to such holiday, choose the first work day preceding or following such holiday, subject to overall staffing needs of the Zoo and Parks operation, and such day shall be considered a holiday and paid for as such.

11.4 Eligible employees shall receive eight (8) hours regular pay for each of the holidays set forth above on which they perform no work. Eligible employees who work a 4-10 schedule shall receive ten (10) hours regular pay for each of the holidays set forth above on which they perform no work. In addition to an employee's holiday pay he/she shall be paid the overtime rate for any holiday he/she is required to work. However, if an employee is regularly scheduled to work on a holiday, he/she will be permitted to defer the holiday with regular pay

until a later date. An employee under this section can accumulate no more than five (5) deferred or postponed holidays. Deferred or postponed holidays will be taken at a time mutually agreeable to the supervisor and the employee. Prior to the use of any vacation time, any deferred or postponed holiday time must be taken. The employee will endeavor to schedule the deferred or postponed holiday within the fiscal year it accrues.

11.4.1 An eligible employee shall be any employee who has been an employee of the Employer at least ten (10) days prior to the holiday.

11.4.2 No employee shall receive holiday pay if the employee is absent on his/her scheduled work day either immediately preceding or immediately following the holiday, unless he/she was on pay status for the entire such day before and day after, or unless he/she has previously applied to his/her supervisor in writing for permission to be so absent and such written request has been approved by the Director. However, in emergency situations where an employee is unable to procure prior approval for such absence he/she may submit a written request for holiday pay, stating the reason for his/her absence, to the Director. If the Director considers the reason for the absence excusable, the holiday pay shall be paid. Should the Director either question the validity of the request or consider the reason for the absence insufficient cause for being absent, he/she shall contact the Union, discuss the case with them, and together shall render a decision. The deliberation and decision shall be based upon both the following considerations:

11.4.2.1 Whether the absence would have been granted had prior approval been sought, and, in addition

11.4.2.2 Whether the reason for not seeking prior approval was a valid one. Such decision shall be final and binding and not subject to the grievance procedure.

11.4.3 If a holiday is observed during an employee's vacation period, he/she may have his/her vacation lengthened (either before or after) for one (1) day with pay or he/she may choose a deferred holiday with pay.

11.4.4 If an eligible employee is on sick leave and a holiday is observed, he/she shall be paid for such holiday and it shall not count against his/her accumulated sick leave.

11.4.5 Notwithstanding any other provision of this Article, Regular Part-Time employees shall be eligible for paid holidays only if working on a regularly scheduled basis, holiday pay for eligible Regular Part-Time employees will be computed on the basis of hours worked in accordance with Article 11.1. Regular Part-Time employees who accept on-call work on holidays will be paid, at the overtime rate, only for time worked.

## 12. VACATIONS

All employees except Temporary employees shall receive vacations with pay as follows:

12.1 Annual vacation leave for employees shall be computed on the basis of hours worked 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. Employees shall accrue annual vacation leave on their anniversary date at the following rates. Employees anniversary date is the same date as their date of hire for permanent employment. It is agreed that the standardization of this accrual date shall not cause any employee to lose or gain any benefit to which the employee would or would not have otherwise been entitled to prior to the standardizing of annual vacation accrual.

<u>Total Years of Service</u>	<u>Accrual per Hours Worked</u>	<u>Vacation and Leave Per Year</u>	<u>Maximum Accrual (2X Annual)</u>
0 through 4	.0385 hours	80 hours	160 hours
5 through 9	.0577 hours	120 hours	240 hours
10 through 14	.0674 hours	140 hours	280 hours
15 through 19	.0770 hours	160 hours	320 hours
20 through 24	.0865 hours	180 hours	360 hours
25 yrs. or more	.0962 hours	200 hours	400 hours

12.2 A non-probationary employee's vacation is deemed earned at the end of each pay period pursuant to Article 19.

12.3 In computing vacation "years of total service" as used in 12.1 above:

12.3.1 Includes time taken while on leave of absence with pay or military service without pay.

12.3.2 Includes absence because of an on-the-job injury up to eighteen (18) months.

12.3.3 For Regular Part-Time employees, total length of service shall constitute the accumulative number of months in which such employee actually worked eighty (80) hours or more. Such employee will accrue vacation leave on the basis of time actually worked each month.

12.4 Employees shall continue to earn vacation credit for:

- 12.4.1 A period of one year because of an absence caused by an on-the-job injury.
- 12.4.2 Any authorized leave of absence where an employee continues his/her pay status.
- 12.4.3 Any authorized personal leaves of absence not to exceed thirty (30) days in a fiscal year.
- 12.5 The total number of vacation hours accrued at the end of the first payroll period in January cannot exceed an employee's vacation accrual for the preceding twenty-four (24) month period. Except, however, if during the month of December, the Employer requires an employee to work his/her vacation period that was previously scheduled, and approved, the amount of vacation worked may be carried over in addition to two year's accumulation.
- 12.6 Whenever an employee with more than ninety (90) working days service is laid off or terminated, his/her accrued and unused vacation hours shall be paid in accordance with state law.
- 12.7 Employees shall be permitted to choose either a split or entire vacation. Employees shall have the right to determine their vacation time on the basis of seniority as provided in Article 10.

### **13. HEALTH AND WELFARE**

- 13.1 The Employer shall pay into the Oregon Laborers-Employers Trust Fund on behalf of each regular employee who works eighty (80) hours or more per month, the required monthly premium under the Health Maintenance Medical Plan. New employees who work eighty (80) hours or more by the twentieth (20th) day of a month, will be eligible to use their health and welfare one month earlier than is provided in the Oregon Laborers-Employers Health and Welfare Trust Fund Handbook as it reads of this date. For detailed eligibility requirements check the Oregon Laborer-Employee Health and Welfare Trust Fund Handbook. Such sum shall be applied to purchase monthly medical, psychiatric, dental, eye care, insurance and sick leave benefits under such Fund for each eligible employee and his or her eligible dependents in accordance with the Health Maintenance Medical Plan of the Fund. Payments shall be submitted each month on behalf of eligible employees and dependents for the preceding month to Oregon Laborers Trust Funds, 2929 N. W. 31st Avenue, Portland, Oregon 97210, the administrators of the Fund. The parties recognize the administrative desirability of a single health and life insurance program for all employees. Employees of the Employer who are employed at the Washington Park Zoo and who are outside the Bargaining Unit covered by this Agreement may, at Employer option, be covered by such insurance on the same terms as specified above under uniform rules of eligibility and qualification as specified in the applicable plan. Regular Part-Time employees, after they have worked ninety (90) working days and work

eighty (80) hours or more per month, will be provided health and welfare coverage.

- 13.2 Any eligible employee who does not work the required eighty (80) hours per month during the preceding month shall have the option to self-pay, by payroll deduction or by direct payment. Payroll deduction shall be contingent upon and operative only in the event an employee works a sufficient number of hours during a subject month to cover the required payment. Temporary employees are not eligible for health and welfare coverage as provided by this Agreement.

13.2.1 During the term of this Agreement, Metro will contribute full premium costs for health insurance coverage provided by the Oregon Laborers Trust (OLT) for those employees who elect OLT health coverage.

- 13.3 Effective July 1, 1991, all regular employees, and regular part-time employees who work 20 hours or more per week may enroll in the Metro sponsored health and welfare plan. Metro sponsored health coverage will include medical, dental and vision coverage for the employee and his/her dependents. Metro sponsored Welfare coverage will include long term disability, accidental death and dismemberment, life and dependent life insurances, pursuant to Article 13.5.

- 13.4 During the term of this Agreement Metro will pay the following amounts for medical, dental, and vision coverages for eligible employees:

- (a) Effective July 1, 1999, Metro shall contribute up to \$462.00 per employee per month for the medical, dental and vision plans provided by an HMO and/or indemnity carrier.
- (b) Effective July 1, 2000, Metro shall contribute up to \$485.00 per employee per month for the medical, dental and vision plans provided by an HMO and/or indemnity carrier.
- (c) Effective July 1, 2000, Metro shall contribute up to \$509.00 per employee per month for the medical, dental and vision plans provided by an HMO and/or indemnity carrier.
- (d) Effective July 1, 2001 Metro shall contribute up to \$535.00 per employee per month for the medical, dental and vision plans provided by an HMO and/or indemnity carrier.
- (e) If the contribution amounts are insufficient to fully cover at least one medical, dental and vision plan in years 2000 and 2001, the contract may be reopened for the purpose of discussing increased employer contributions.

(f) In no event shall the increase in Metro's contribution exceed the actual cost of any contract year's combined highest medical, dental and vision premium amounts provided by Metro.

13.5 Life insurance, dependent life, accidental death and dismemberment, and long term disability coverages shall be provided to all employees who enroll in the Metro plan. Such coverages will be provided at no cost to the employee unless adjustments are made by the joint committee, to keep medical, dental and vision costs below the cap for that coverage, pursuant to Article 13.6 of this Agreement.

13.6 Within thirty (30) days from the signing of this Agreement, a joint eight (8) member committee comprised of four (4) members appointed by the Union and four (4) members appointed by Metro shall be formed. Metro shall make available to the committee current information regarding insurance premium rates and projected increases as such information becomes available to Metro. The committee shall meet to consider adjustments to benefits or coverages to stay below the specified Employer contributions for each year of the Agreement. Each employee may contribute the remainder of the actual composite premium cost greater than the Employer contribution, if necessary.

A lawful meeting shall be comprised of an equal number of Union and Metro Committee members with not less than two of each group. The Committee shall make recommendations to the Executive Officer to keep health care costs under the amounts set forth in Sections 13.2.1 through 13.5 of this article.

The Executive Officer shall consider the committee's recommendations and have the authority to make Plan modifications as necessary. In the event that the parties do not agree, the union has the right to utilize the remedies available under ORS 243.712-243.732 including mediation and factfinding.

13.7 The Employer will not be liable for payroll deduction or premium payment errors, but will make proper adjustment for errors as soon as practicable, upon knowledge of the error.

#### **14. SICK LEAVE**

14.1 Regular employees and regular part-time employees shall earn sick leave at the rate of .05 hours per hour in pay status to a maximum of 104.4 hours in a calendar year. Qualified employees shall be eligible for use of earned sick leave after ninety (90) calendar days service with the Employer.

14.2 Employees using sick leave shall notify or cause to be notified, his/her immediate supervisor or his/her designee thirty (30) minutes before commencement of his/her shift. However, animal keepers must notify the supervisor on duty before the start of their shift consistent with usual practice. Sick leave with pay may not be allowed unless such report has been made.



- 14.3 An employee shall be entitled to use a maximum of four (4) consecutive calendar days sick leave without a doctor's certificate if the employee has accumulated not less than four hundred (400) hours of sick leave. Otherwise, the employee will be entitled to use a maximum of three (3) consecutive days sick leave without a doctor's certificate.
- 14.3.1 If an employee is on sick leave prior to his/her regular weekly scheduled days off, the scheduled days off will not be counted for the purpose of requiring a doctor's certificate.
- 14.3.2 When a doctor's certificate is required, it will contain the date of treatment and the date the employee may return to work.
- 14.4 Employees may use up to five (5) days in a fiscal year for illness in his/her immediate family in accordance with the Family Medical Leave Act (FMLA) or the Oregon Family Medical Leave Act (OFLA).
- 14.5 Notwithstanding the foregoing, any employee who is considered to be misusing sick leave may be subject to discipline pursuant to Article 25 – Discipline and Discharge and/or may be required to furnish a doctor's certificate for each day of the illness.
- 14.5.1 "Misusing sick leave" shall include (a) exhaustion of all accrued sick leave and/or (b) use of four (4) days of sick leave in the preceding six (6) months.
- 14.5.2 No employee shall be disciplined or discharged for misusing sick leave solely on the basis of (a) or (b) above unless the employer has first notified the employee that he/she appears to be misusing sick leave and given the opportunity to respond.
- 14.6 Pregnancy shall be considered an illness for the purpose of this Article. Pregnant employees who continue to work after knowledge of their pregnancy shall sign a release of liability in favor of the Employer concerning possible harm to the fetus from animal-related diseases.
- 14.7 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 one (1) year in cases of pregnancy, personal illness or physical disability that is non-job-related. Any employee requesting such leave shall file such request in writing with the Director and attach thereto a statement of the attending physician.

14.7.1 Such leave shall also be granted for critical illness in the immediate family supported by a statement of the attending physician and by proof that the illness requires the employee's attendance. Temporary employees shall accrue no sick leave benefits.

14.7.2 The leave of absence without pay shall commence immediately, or if used, upon exhaustion of earned sick leave and vacation. Employees upon ceasing work, shall use such vacation and sick leave as may have been earned, except that such vacation time must have been regularly available to him or to her during the calendar year and the sick leave shall not exceed the amount which has been earned up to the time the employee ceases work.

14.8 Temporary employees shall accrue no sick leave benefits.

14.9 Sick pay is provided in a specified amount per week as of the execution of this Agreement, as a consequence and as a part of the Health and Welfare coverage provided under Article 13 of this Agreement. It is mutually agreed that there will be no duplication of sick leave benefits paid by the Oregon Laborers-Employers Trust Fund and sick leave provided under this Agreement. As a consequence, any such leave benefits paid by the Oregon Laborers-Employers Trust Fund shall be credited against any sick leave payments which would otherwise be payable by the Employer under this Article 14 and shall not be payable by the Employer. Any sick leave payments from the Health and Welfare Fund with which the Employer is credited shall (not) be charged against the employee's accumulated sick leave under section 14.1 of this Article 14. Employees eligible for sick pay from the Trust Fund must apply for said pay, and shall not be paid by Metro for amounts which should have been received from the Trust Fund.

14.10 During an absence due to an industrial accident which is accepted by Workers' Compensation, any employee covered by this Agreement shall be entitled to receive an income supplement from the Employer for as many days as he/she had accrued sick leave on the day of the accident. The Employer and the Union agree that the daily supplement will be 1/3 of the normal gross daily wages. Both parties agree to the principle that the employee should suffer no financial penalty nor should the employee have a financial advantage by being in a disability status. Medical progress reports and an independent medical examination may be required as a condition of all such payments. The cost of an independent medical examination will be paid by the Employer. The

parties agree that in those instances where the provisions of this article are in conflict with current Workers' Compensation law and administrative rules, said laws and administrative rules will prevail.

- 14.10.1 On an employee's date of hire, he/she shall be credited with a total of fifteen (15) days of industrial accident leave. Such leave shall be available for time lost because of industrial injury for two (2) years from the employee's date of hire and shall be used prior to the supplement outlined in 14.6 above.
- 14.10.2 Payments made by the employer under subsections \_\_\_\_\_ and \_\_\_\_\_ above shall not be charged to accrued sick leave.
- 14.10.3 If an employee exhausts all benefits in 14.6 and 14.6.1 above, and remains employed with Employer, the Employer shall maintain the employee's health and welfare insurance benefits for a period not to exceed three (3) months, providing he/she was eligible for Employer-paid benefits at the time of the accident.
- 14.10.4 Any employee who suffers an industrial accident shall have the right for a period of eighteen (18) months to return to the position he/she held at the time of his/her accident if he/she is physically capable of performing the duties of such position.
- 14.10.5 If an injured employee has become medically stable and is physically unable to return to the position he/she held at the time of injury, or the eighteen (18) month period in 14.6.4 has expired, then he/she will be re-employed in accordance with applicable State law.
- 14.10.6 Employees whose benefits under 14.6 have expired will automatically be placed on an Industrial Accident Leave of Absence. However, an employee who has not returned to work within the eighteen (18) month period in 14.6.4 shall have his/her seniority frozen and shall accumulate no further seniority until they return to work.
  
- 14.11 The Employer agrees to convert sick leave pay, upon retirement, to a PERS Supplement, as contemplated by ORS 237.153.
- 14.12 The Employer agrees to convert sick leave pay upon retirement, for those employees covered under the Employer's private retirement program on the same basis as those employees under PERS.
- 14.13 No sick leave pay shall be paid for injuries related to outside employment.
- 14.14 Employer and Union agree to work together during the period of the Agreement to identify and curb abuse of sick leave and industrial accident benefits.
- 14.15 An employee using twenty-four (24) hours or less sick leave in a fiscal year, shall be credited with one (1) day of additional vacation or pay (to comply with Letter of Understanding).
- 14.16 Parental leave as provided under this Article shall be no less than provided for in ORS 659.360.

## 15. OTHER LEAVES

- 15.1 An employee absent from duty by reason of the death of his or her spouse, parents, children, sister, brother, grandparent, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law or son-in-law shall be allowed not to exceed two (2) days time off duty without deduction of pay on account of such absence.
- 15.2 An additional two (2) days leave shall be allowed an employee for necessary funeral travel time in the event of a death in his/her immediate family. Approval for such travel time shall be made by the Director.
- 15.3 Under exceptional circumstances, leave for death may be granted by the Director upon the death of a person other than the employee's immediate family.
- 15.4 When an employee attends a funeral ceremony for a fellow employee within his/her own Department, he/she will be granted four (4) hours time off with pay to attend such funeral ceremony, subject to the needs of the operation.
- 15.5 With reasonable advance notice and with consent of the Employer, employees may be permitted other unpaid leaves of absences under the following conditions:
- 15.5.1 Personal leaves of absence, where the employee will return to work within ninety (90) working days. Personal leaves of absence shall not be granted for other outside employment.
- 15.5.2 Job related educational leaves of absence may be granted for a period not to exceed one (1) year.  
Educational leave privileges will be rescinded in those instances where an employee is found to be engaged in other employment not directly related to the pre-approved education program.  
The return to work criteria shall be that used in 14.3, except that accrued sick leave may not be used during an educational leave of absence.
- 15.5.3 On a case-by-case basis, employees may be granted an unpaid leave of absence for union business. Written requests shall not be unreasonably denied. The agency will suffer no negative customer service or economic impacts.

## 16. JURY DUTY

16.1 All employees shall be granted leave with pay and without loss of any benefits of his/her employment, to serve as a juror or witness in response to a subpoena or similar service issued out of a state or federal court, subject to the following provisions:

16.1.1 The employee granted such leave shall pay all money received for his/her service as juror or witness to the Employer, less any travel allowance received.

16.1.2 Where the employee is required to serve as a juror or witness on a scheduled day off or vacation days, and such day cannot reasonably be rescheduled, he/she may retain the fee paid for service as a juror or witness on his/her day off or vacation day.

16.1.3 If an employee granted leave under this Article is excused from service as juror or witness with more than two (2) hours remaining in his/her work shift, he/she shall notify his/her supervisor and shall report to work the remainder of his/her shift if his/her supervisor requests him/her to do so. For the purpose of this Article, the employee shall be considered as working the day shift.

## 17. SAFETY--SANITATION

17.1 The Employer will exert every reasonable effort to provide and maintain safe working conditions, and the Union will cooperate to that end and support the Employer when discipline is reasonably required in the case of safety regulation violations.

17.2 The Union will encourage their members to work in a safe manner. Metro agrees to provide a safe and healthful workplace, as required by law. Metro also agrees to provide and maintain all clothing, tools and equipment required by Metro for use by the employee.

Metro and the Union will establish joint labor-management safety committees in compliance with current Oregon law and administrative rules. Joint Safety committees will be established to represent the following primary places of employment:

1. Metro Center
2. Oregon Zoo
3. All Solid Waste facilities under Solid Waste Department and control.

Metro and the Union will each elect or appoint an appropriate number of representatives and alternates to the committees specified above in accordance with the statute. Metro and the Union agree to establish new committees as required by expansion or reorganization. Each safety committee shall inquire into and make recommendations to Metro on all safety issues in the work area.

- 17.2.1 Each month each supervisor shall hold a safety meeting with his/her crew. The supervisor will report on the action or disposition of any recommendations or complaints of the safety committee that would have an effect on his/her crew.
- 17.3 All work performed by the employees shall be governed by the provisions set forth in the Oregon State Safety Codes.
- 17.4 No employees shall operate any vehicle or machinery which does not comply with the Safety Codes or the laws of the State of Oregon.
  - 17.4.1 Whenever any automotive or other equipment is taken out of service for safety or mechanical reasons, the Employer shall place a tag on the equipment stating the equipment is out of service. A record of service will be maintained and be available for review by the operator of such equipment.
- 17.5 Any employee who believes that any working condition or machinery is unsafe, shall immediately call it to the attention of his/her supervisor and the safety committee.
- 17.6 No employee shall be disciplined for refusal to violate the Safety Code or the laws of the State of Oregon.
- 17.7 Any condition which the Union believes a violation of reasonable sanitation practices may be taken up through the Grievance procedure under Article 26.
- 17.8 Where noxious or poisonous gases may accumulate, the Employer shall provide proper protection and ventilation. Proper lighting and ventilation shall be provided for all enclosed working spaces.
- 17.9 No employee shall be required to work alone in a situation in which working alone is hazardous. In the determination of whether it is hazardous to work alone, the Employer's safety officer, the Union, and the safety committee of the operation involved shall meet to discuss and make recommendations as to what constitutes such a hazardous condition when the question arises.
- 17.10 Each employee shall be required to wear such safety and protective apparel and devices as furnished by the Employer.

## **18. UNION REPRESENTATION**

- 18.1 The Business Representative of the Union shall have access to the Zoo and Parks facilities, provided he/she does not interfere or cause employees to neglect their work.
- 18.2 It is recognized by the Employer that shop stewards are desirable for the proper administration of the terms of this Agreement. The parties also recognize that it is desirable that the person designated as steward shall perform his/her fair share of the work that he/she is qualified to perform. In no event shall the Employer discriminate against a steward in the matter of layoffs or rehires or discharge him/her on account of the proper performance of his/her steward's duties.
- 18.3 The Union shall have a right to take up any disciplinary action brought against a shop steward by the Employer as a grievance at Section 26.1.2 of the Grievance Procedure, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.

## **19. PAY**

- 19.1 Payday shall be either biweekly or semimonthly. Payday shall be within ten calendar days of the close of each pay period. Employees shall be paid prior to the end of their assigned shift.
- 19.2 The Employer shall account to the employee on his/her paycheck stub for overtime hours, straight time hours, and vacation and sick time earned and accumulated in the same manner such accounting is made to all other Metro employees.
- 19.3 Work time shall be reflected on time cards provided by the Employer. Employees reporting after the scheduled reporting time shall be paid as of the nearest one-tenth (1/10) of an hour.

## **20. STRIKES AND LOCKOUTS BARRED**

There shall be no lockouts on the part of the Employer, nor suspension of work on the part of the employees. This Agreement is a guarantee that for the duration of the Agreement there will be neither strikes nor lockouts, and that all complaints, grievances or disputes arising under its provisions will be settled pursuant to its grievance procedure.

## **21. MAINTENANCE OF STANDARDS**

- 21.1 The Employer agrees that all conditions of employment in its individual operations relating to wages, hours of work, overtime differentials and general

working conditions directly related to job performance shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, except where those standards have been modified through collective bargaining. It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement, if such error is corrected with ninety (90) days from the date of error. Any disagreement between the local Union and the Employer with respect to this matter shall be subject to the grievance procedure.

- 21.2 As of the effective date of this Agreement, Personal Holiday accrual (§11.1.1), defined holiday scheduling (§11.4), vacation accrual during leaves (§12.4.3), vacation carryover (§12.5) and sick leave for family illness (§14.2) are to be based upon fiscal rather than calendar years. It is agreed that such conversion from a calendar to a fiscal year basis shall not cause any employee to lose or gain any benefit to which the employee would or would not have otherwise been entitled pursuant to the previous calendar year basis for such benefits.

## 22. WAGES

- 22.1 Wages shall be paid in accordance with the provisions of Schedule A attached hereto, as follows:

- (a) Effective July 1, 1991, the rates and ranges of all employees shall not be increased, but employees shall receive in lieu of a wage increase, a 6% contribution to PERS pursuant to Article 27.

Effective July 1, 1999 the rates and ranges of all employees shall be increased by two point five percent (2.5%).

Effective July 1, 2000, 2001 and 2002 the rates and ranges of all employees shall be increased by using the Consumer Price Index for Urban Wage Earners and Clerical Workers, (CPI-W) (January to January) for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor. The salary increase shall not be less than two percent (2%) or greater than four percent (4%).

- (b) If the CPI-W named above exceeds four percent (4%) in 2002 the contract may be reopened for the purpose of negotiating a cost of living adjustment only.
- (c) In order for Senior Keepers to be eligible for the pay adjustment (in addition to COLA) on July 1, 2000, July 1, 2001 and July 1, 2002 a letter of agreement containing the new job description must be signed by July 1, 2000. This job description shall include duties which broaden the scope, responsibility and independence of the position. In the event that an



Agreement is not reached no pay adjustments (except COLA) shall apply.

- 22.2 Before classifying a newly created position or reclassifying or merging an existing position or positions, the Employer shall notify the Union and discuss the effect thereof. The Union agrees that the Employer has the sole authority to classify, reclassify and merge positions. The above does not preclude the Union from monitoring the Employer's classification and reclassification of positions in Schedule A.
- 22.3 Whenever the Employer creates a new classification which comes under the jurisdiction of the Union, or modifies the job duties of existing classifications, the Employer and the Union shall meet immediately to negotiate a wage scale as a result of such changes. If agreement is not reached, the Employer may implement the wage scale on an interim basis. Final wage scale determination will be made by a three (3) person panel consisting of one (1) Employer selected representative, one (1) Union-selected representative, and one (1) neutral party to be selected by mutual agreement between the Employer and the Union.
- 22.4 All job classifications covered by this Agreement shall have a description of the duties and responsibilities made up by the Employer and available for inspection. It is agreed that if the Employer intends to modify existing job descriptions, both parties shall meet and discuss such changes prior to such changes taking effect.

## **23. CLOTHING**

- 23.1 Where the Employer now furnishes and requires specified working clothing for employees in its various operations, such practice will continue. Employees shall be required to wear such clothing. The Employer may expand this policy to any of its operations covered by this Agreement. The Employer agrees to have a washer and dryer available on the premises at the Zoo for Zoo employees to launder their work clothes in an emergency situation.
- 23.2 The Employer will furnish raincoats and rainpants in those cases where the nature of the work requires employees to work out-of-doors in inclement weather. The Employer will also furnish a winter coat for any regular part-time or regular full-time employee who requests it.
- 23.3 Any employee with ninety (90) working days of service or more, working in a position where the Employer requires safety shoes, shall be reimbursed upon proof of purchase, up to \$85.00 annually and may accumulate two (2) years annual allowance for the purchase of safety shoes. Purchase of safety shoes shall be on the employee's time. Such safety shoes must be worn when on duty. Proof of purchase shall be on authorization forms issued by the Employer.

## **24. UNION BULLETIN BOARDS**

The Employer shall furnish bulletin boards in places mutually satisfactory to the Employer and the Union. Such bulletin boards shall be used by the Union to post notices of interest to the employees.

## **25. DISCIPLINE AND DISCHARGE**

25.1 Disciplinary actions shall include only the following: oral reprimand, written reprimand, demotion, suspension or discharge in writing.

25.1.1 Disciplinary action or measures may be imposed only for just cause.

Disciplinary actions imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

25.2 The Employer shall not discharge any non-probationary employee without just cause. If, in any case, the Employer feels there is just cause for such discharge, the employee involved will be suspended for five (5) working days without pay or accrual of benefits. The employee and his/her Union representative will be notified in writing that the employee has been suspended and is subject to discharge. Such notification shall state the reason in detail for the suspension and discharge specifying dates, locations, and the particular nature of the reason for the suspension and discharge.

25.2.1 The Union shall have the right to take up the suspension and/or discharge as a grievance as specified at 26.1.2 of the Grievance procedure, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.

25.2.2 Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment, or as otherwise stipulated by mutual agreement or by an arbitrator under the grievance procedure hereinafter set forth.

25.3 The first ninety (90) working days of an employee's employment shall constitute a probationary period. During the probationary period an employee may be terminated for any reason without recourse under the Grievance and Arbitration procedures of this Agreement.

25.4 If the Employer has reason to discuss any disciplinary action with an employee, the employee shall be given the option of having a Union representative present at any such discussion.

25.5 Upon request of an employee records of reprimands shall be removed from an employee's personnel file after two (2) years provided, however, that the

employee has taken corrective action, and has received no other disciplinary actions.

## **26. GRIEVANCES, COMPLAINTS AND ARBITRATION**

26.1 A grievance for the purpose of this Agreement is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or regarding an alleged violation of this Agreement. Grievances shall be processed in the following manner:

26.1.1 Any employee with a grievance shall refer the matter orally within 7 calendar days or in writing within 14 calendar days of the date upon which the alleged grievance occurred. The employee may be accompanied by a Union representative in any discussion following such reference to the supervisor. The Union may take up any grievance with or without the consent of the employee.

26.1.2 If the matter is not settled within ten (10) calendar days of reference to the supervisor, the matter may be referred to the Director, provided that such reference shall be in writing, shall state the nature of the grievance, the section of the Agreement allegedly violated, and the remedy requested, and shall be presented to the Director or his/her designated representative within fifteen (15) calendar days of the expiration of the ten (10) calendar day period for settlement with the supervisor. The Director, or his/her designate, and such assistants as he/she may select shall meet promptly to attempt to settle such grievance with the union's representative(s).

26.1.3 Should the union's representative(s) and the Director or designee fail to effect a settlement of the dispute within ten (10) calendar days of its submission to the Director, the Union shall have the right to perfect and submit the grievance in writing to the Executive Officer, provided that such submission shall be within twenty (20) calendar days from the date of submission to the Director.

26.1.4 Should the parties fail to settle the dispute with the Executive Officer within fifteen (15) calendar days from the date of submission to him/her, it may be referred in writing within ten (10) calendar days thereafter to a Board of Adjustment, or mediation upon mutual agreement of parties which shall convene to hear the matter. The Board of Adjustment shall consist of two (2) members designated by the Executive Officer and two (2) members designated by the Union involved. Members of the Board of Adjustment designated by the Executive Officer and the Union shall not be from the Department or local union involved. The Board of Adjustment shall convene within twenty (20) calendar days following referral of the grievance to hear evidence submitted by the Union involved, the grievant,

the Department involved, or the Executive Officer. The Board of Adjustment shall decide the issue by majority vote of its members within five (5) calendar days following the hearing. The decision of the Board of Adjustment shall be final and binding on all parties.

26.1.5 If the grievance remains unresolved by mediation, or by reason of a Board of Adjustment deadlock, the Union shall have the right to submit the matter to arbitration. In the event the Union elects to do so, it must notify the Executive Officer of its decision in writing within twenty-one (21) calendar days from the date of the decision of the Board of Adjustment. After the grievance has been so submitted, the parties or their representatives shall jointly request the State Mediation and Conciliation Service for a list of names of seven (7) arbitrators. The parties shall select an arbitrator from that list by such method as they may jointly select or, if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party shall strike the first name objectionable to it, and the Employer shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.

26.2 The arbitrator's decision shall be final and binding, but he/she shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. His/her decision shall be within the scope and terms of this Agreement and shall be given in writing forty-five (45) days after the hearing. However, nothing in this section prohibits the parties from attempting to resolve the grievance through mediation.

26.3 The Employer and the Union shall divide equally and pay the arbitrator's fee, the cost of any hearing room and cost of reporting if requested by the arbitrator. All other expenses shall be borne by the party incurring them.

## 27. RETIREMENT

27.1 Effective July 1, 1991, and during the term of this Agreement, all eligible unit employees shall participate in the Oregon Public Employees Retirement System (PERS), as provided in the Oregon Revised Statutes. The extent of PERS membership shall include prior eligibility service, and the unused sick leave option, which shall become effective July 1, 1992. PERS membership shall not include prior benefit service.

27.2 Metro agrees to pay the employee's contribution to the Oregon Public Employees Retirement System in the amount of six (6%) percent of the employee's base salary, in addition to required employer contributions.

27.3 Employer may alter or amend the plan or plans provided in paragraph 27.1, change the insurance carrier or funding agent or consolidate, adopt and execute

a substitute plan or plans provided that the total employer contribution to such plan or plans shall not be less than eleven (11) percent of earned wages and that current vesting practices shall not change in any way which would result in a decrease in retirement benefits to any given employee. Employer and Union will meet and confer prior to any such action by Employer.

## **29. LABOR-MANAGEMENT COOPERATION COMMITTEE**

There shall be a Labor-Management Cooperation Committee, or Committees, established for the purpose of discussing the Senior Keeper job responsibilities, a merit pay system, opportunities for training and career enhancement, or other issues which the Union and management agree to discuss in this Committee. The Committee will have equal numbers of Union and Management members. The Union will pick the Union members. Meeting times will be normally set during standard day shift work hours. Committee members will function as equals in meetings, and the Committee(s) will attempt to reach a consensus on issues brought before it. Decisions reached by the committee will be subject to review by Metro management, and the Union. No decisions will be implemented unless written approval is secured from the Local 483 Business Manager, and the Human Resources Director or their designees.

## **28. SAVING CLAUSE**

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

## **29. TERMINATION -- RE-OPENING**

- 29.1 This Agreement shall be in full force and effect from July 1, 1999 until June 30, 2003, and it shall cease and expire on that date.
- 29.2 The Union will notify the Employer, not later than January 15, 2003, that it intends to reopen this Agreement for the purpose of negotiation all or part of this Agreement.
- 29.3 If notice is given as herein provided, representatives of the Employer and the Union shall meet and shall negotiate proposed changes without unnecessary delay. In the event that agreement is not reached prior to the expiration of this contract, the contract shall remain in effect during the continued good faith negotiations.

For METRO:

For LABORERS INTERNATIONAL  
UNION LOCAL 483:

By: \_\_\_\_\_  
Mike Burton  
Executive Officer

By: \_\_\_\_\_  
Jim McEchron  
Business Manager

Effective 7-1-99

METRO

LABORERS INTERNATIONAL UNION, LOCAL 483 PAY SCHEDULE  
Regular Employees - Schedule A

Salary Range	Job Code	Classification	Entrance Rate	After Six Months	After One Year
360	0019*	Typist-Receptionist	\$8.90	\$10.74	\$12.88
201	3021*	Typist-Receptionist Lead	\$9.34	\$11.28	\$13.52
361	0035*	Clerk/Bookkeeper	\$9.35	\$11.54	\$13.74
362	3020*	Clerk/Stenographer	\$10.02	\$12.31	\$14.68
364	0461*	Stationmaster	\$9.15	\$10.77	\$12.39
		Custodian 1 (Hired after 7-1-99)	\$9.66	\$11.31	\$12.95
344	0444*	Custodian 2 (Hired before 7-1-99)	N/A	\$15.77	\$16.33
365	0465*	Gardener 1	\$12.73	\$14.84	\$17.15
359	0445*	Maintenance Worker 1	\$13.62	\$15.23	\$16.83
367	0470*	Animal Keeper	\$13.16	\$15.50	\$17.82
371	0471*	Sr Animal Keeper (Hired before 7-1-99)			\$18.84
366	0535*	Nutrition Technician	\$13.16	\$15.50	\$17.82
367	0536*	Veterinary Technician	\$13.16	\$15.50	\$17.82
368	0466*	Gardner 2	\$13.88	\$15.97	\$18.06
368	0446*	Maintenance Worker 2	\$15.14	\$17.17	\$19.19
368	0450*	Park Ranger	\$14.59	\$16.33	\$18.06
369	0447*	Maintenance Worker 3	\$16.05	\$18.19	\$20.34
370	0468*	Arborist	\$15.96	\$18.21	\$20.46
370	0467*	Senior Gardener	\$15.96	\$18.21	\$20.46
370	0478*	Work Center Coordinator	\$15.96	\$18.21	\$20.46
375	0448*	Maintenance Technician	\$17.80	\$20.19	\$22.57
372	0455*	Maintenance Lead	\$18.62	\$21.10	\$23.59
373	0456*	Master Mechanic	\$18.62	\$21.10	\$23.59
374	0457*	Maintenance Electrician	\$26.69		

**LABORERS INTERNATIONAL UNION, LOCAL 483 PAY SCHEDULE**  
**Regular Employees - Schedule A - Addendum**

Salary Job						
Range	Code	Classification	Year	Entry	Mid	Max
371	0471	Senior Animal Keeper (negotiated)	1999 (1)	\$17.92	\$18.38	\$18.84
			2000			\$18.84 + \$.20 + COLA
			2001			\$Year 2000 rate + \$.20 + COLA
			2002			\$Year 2001 rate + \$.27 + COLA

(1) Hired after 7-1-99

\* The appropriate COLA increase to be applied July 1, 2000 through 2002

\* Regarding the salary schedule for Custodians hired before 7/1/99, we will meet and confer. In the event we do not reach agreement, it will be submitted to the Board of Adjustment.

\* Senior Animal Keeper – in order to be eligible for the pay adjustment in addition to COLA on July 1, 2000, July 1, 2001, July 1, 2002, a letter of agreement containing the new job description must be signed by July 1, 2000. This job description shall include duties which broaden the scope, responsibility and independence of the position. In the event that an agreement is not reached, no pay adjustment (except COLA) shall apply.



**Schedule B**  
**(Hired before 7-1-99)**

**LABORERS INTERNATIONAL UNION, LOCAL 483 PAY SCHEDULE**  
**Temporary Employees**

<b>Job Code</b>	<b>Classification</b>	<b>Hourly Rate</b>
4008*	Ticket Seller	\$8.44
4019*	Typist-Receptionist	\$10.85
4035*	Clerk/Bookkeeper	\$11.66
4020*	Clerk/Stenographer	\$12.24
4430*	Laborer	\$12.28
4461*	Stationmaster	\$13.48
4444*	Custodian	\$13.93
4465*	Gardener I	\$13.93
4445*	Maintenance Worker 1	\$13.93
4470*	Animal Keeper	\$14.49
4535*	Nutrition Technician	\$14.49
4536*	Veterinary Technician	\$14.49
4466*	Gardener 2	\$15.18
4446*	Maintenance Worker 2	\$15.18
4450*	Park Ranger	\$15.18
4447*	Maintenance Worker 3	\$16.15
4468*	Arborist	\$17.45
4467*	Senior Gardener	\$17.45
4478*	Work Center Coordinator	\$17.45
4471*	Senior Animal Keeper	\$17.81
4448*	Maintenance Technician	\$17.96
4455*	Maintenance Lead	\$18.78
4456*	Master Mechanic	\$18.78
4457*	Maintenance Electrician	\$24.19

Schedule B  
(Hired after 7-1-99)

LABORERS INTERNATIONAL UNION, LOCAL 483 PAY SCHEDULE  
Temporary Employees

Job Code	Classification	Hourly Rate
4008*	Ticket Seller	\$7.80
4019*	Typist-Receptionist	\$8.43
4035*	Clerk/Bookkeeper	\$8.86
4020*	Clerk/Stenographer	\$9.50
4430*	Laborer	\$8.15
4461*	Stationmaster	\$8.89
	Custodian	\$9.16
4465*	Gardener I	\$12.07
4445*	Maintenance Worker 1	\$12.91
4470*	Animal Keeper	\$12.47
4535*	Nutrition Technician	\$12.47
4536*	Veterinary Technician	\$12.47
4466*	Gardener 2	\$13.15
4446*	Maintenance Worker 2	\$14.35
4450*	Park Ranger	\$13.83
4447*	Maintenance Worker 3	\$15.21
4468*	Arborist	\$15.13
4467*	Senior Gardener	\$15.13
4478*	Work Center Coordinator	\$15.13
4471*	Senior Animal Keeper	\$17.41
4448*	Maintenance Technician	\$16.88
4455*	Maintenance Lead	\$17.65
4456*	Master Mechanic	\$17.65
4457*	Maintenance Electrician	\$23.60

SIGNATURE PAGE

METRO

By: \_\_\_\_\_

Mike Burton  
Executive Officer

Date:

METRO NEGOTIATING TEAM;

By: \_\_\_\_\_

Tanya Collier

Date:

By: \_\_\_\_\_

Ruth Scott

Date:

By: \_\_\_\_\_

Judy Munro

Date:

By: \_\_\_\_\_

Dan Kromer

Date:

By: \_\_\_\_\_

Mike Keele

Date:

By: \_\_\_\_\_

Janelle Geddes

Date:

By: \_\_\_\_\_

Chris Pfefferkom

Date:

THE LABORERS INTERNATIONAL  
UNION LOCAL 483

LIU 483 NEGOTIATING TEAM:

By: \_\_\_\_\_

Jim McEchron

Date:

By: \_\_\_\_\_

Richard Beetle

Date:

By: \_\_\_\_\_

Bret Sellers

Date:

By: \_\_\_\_\_

Rick Hanes

Date:

By: \_\_\_\_\_

Dale Vasnik

Date:

Settlement Agreement

Between Metro and LIU LOCAL 483

1. Effective December 16, 1994:

a. Employees, excluding temporary, in the LIU Local 483 bargaining unit will receive a five and one-half percent (5-1/2%) pay increase. On the 5-1/2% increase, additional Employer variable fringe costs of approximately 1/2% equal an overall 6% cost impact to MetroERC.

b. Each salary range shall include the five and one-half percent (5-1/2%) increase.

c. Employees will commence paying the 6% employee pick up contribution for PERS.

2. Metro, through separate Resolution, will propose prior to December 31, 1994, to not consider the "picked up" amount deducted from an employees wages or salary as taxable income for tax purposes.

3. Metro shall have the ability to roll-back the five and one-half percent (5-1/2%) increase if lawsuits are won invalidating the mandatory 6% employee pick up contribution paid out of employees wages or salaries.

4. Article 25 - Discipline and Discharge, Section 25.5, is amended to read:

"Upon request of an employee records of reprimands shall be removed form an employee's personnel file after ~~one (1)~~ two (2) years, provided , however, that the employee has taken corrective action, and has received no other disciplinary actions."

FOR THE UNION:

*[Signature]*  
*Mark Weiss*

Date: 12-05-94

FOR METRO:

*[Signature]* *Kramer*  
*Dan Kramer*

Date: 12/5/94

Date: December 26, 1991  
To: Managers and Supervisors of LIU 483 Employees  
From: Mike Brock, Labor Relations Officer *M. B.*  
Re: New Interpretation of Contract Language  
Regarding Holiday Pay for Part Time Employees

---

For your information, and just in time for the Holidays, attached is a copy of the Letter of Agreement with Local 483 concerning holiday pay for part time employees who actually work on an observed holiday. The letter also includes specific examples of how to apply the new interpretation to situations that may be similar to those in your work area.

Please call me at X332 if you have any questions regarding this matter.

cc: Paula Paris  
Sylvia Smith  
Kay Rich  
Patty Mueggler  
Dennis Pate  
Mike Keele ✓  
Jan Barker  
Judy Munro  
Leona Meliza  
Teresa Metke  
Vicki Brown

1226part

# METRO

2000 SW 1st Avenue  
Portland, Oregon 97205  
(503) 241-1000  
FAX 241-1011

December 13, 1991

Mr. Nick Kies, Field Representative  
Municipal Employees, Local #483  
210 NE 20th  
Portland, Oregon 97232

Re: Holiday Accrual for Part Time Employees

Dear Nick:

This memo confirms the tentative agreement reached between Metro and the Union at our Zoo meeting of Friday, December 6, concerning the interpretation of Article 11.1, pertaining to holiday accrual for part-time employees.

As we discussed at that time, part-time employees who actually work on an observed holiday will accrue paid holiday hours equal to the actual hours worked, or in accordance with the pro-ration formula specified in Article 11.1, whichever is greater.

This interpretation would apply to the holidays specified in 11.1.1, as well as to alternate observed holidays per 11.2 and 11.3.

Supervisors will be expected to do the computations resulting from this interpretation, and will communicate the computed amount to payroll on the employee's time sheet.

I have included some typical examples below in hopes of fully clarifying this interpretation.

Executive Officer  
Kena Cusma  
Metro Council  
Tanya Collier  
President/Chief  
District 2  
Jim Gardner  
Vice President  
District 3  
Susan McLain  
District 1  
Lawrence Bauer  
District 2  
Edward Devlin  
District 4  
Tom Delardin  
District 5  
George Van Bergen  
District 6  
Ruth McFarland  
District 7  
Judy Wyers  
District 8  
Roger Buchanan  
District 9  
David Knowles  
District 11  
Sandi Hansen  
District 12

December 13, 1991  
Nick Kies  
Page 3 of 3

Please contact me at 221-1646, X332, if you wish to discuss this matter further. Otherwise, please acknowledge your acceptance of this interpretation by signing below and returning a copy to me by Friday, December 27, as we discussed by phone. If I do not hear from you by that date, I will assume that we are in agreement.

Thank you for your creativity and cooperation in resolving this matter.

Sincerely,

*Mike Brock*

Mike Brock  
Labor Relations Officer

*Nick Kies*  
(For the Union)

12/17/91  
(Date)

cc: Paula Paris, Metro Personnel Manager  
Kay Rich, Assistant Zoo Director  
Dennis Pate, Curator  
Mike Keele, Assistant Curator  
Judy Munro, Zoo Facilities Maintenance Manager  
Sylvia Smith, Accounting Supervisor



METRO

Mark B. Williams  
Tele: (503) 797-1531  
FAX (503) 797-1792

January 9, 1996

Glen Feuerborn, Business Manager  
Municipal Employees Local No. 483  
Laborers International Union of North America  
210 N.E. 20th Street  
Portland, OR 97232

Re: Tentative Agreement

Dear Glen:

In the tentative agreement recently reached, we agreed that the "Assistant Director" would have to concur with any discipline imposed solely for the reasons stated in the new (a) and (b) sections of that paragraph. I just wanted to clarify that, at the Zoo, such discipline would in fact require the concurrence of the Zoo's "Assistant Director." At the Metro Regional Parks and Greenspaces Department, however, there is no "Assistant Director," and therefore it is our understanding that the Director's concurrence would be required.

I see no need to amend the language as long as we all have the same understanding.

Please let me know if there are any problems with this.

Thank you for your cooperation.

Sincerely,

Mark B. Williams,  
Senior Assistant Counsel

gl2278

c: Kathy Kiaunis  
Judy Munro  
Dennis Pate  
Lynn LaForce  
Dan Kromer



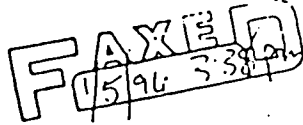


METRO

Mark B. Williams  
Tele: (503) 797-1531  
FAX (503) 797-1792

January 5, 1996

BY FAX AND U.S. MAIL



Glen Feuerborn, Business Manager  
Municipal Employees Local No. 483  
Laborers International Union of North America  
5621 E. Burnside, Suite 200  
Portland, OR 97215

RE: Tentative Agreement Reached 1/4/96

Dear Glen:

This is to confirm our agreement reached on 1/4/96 concerning the continuation of the Letter of Understanding dated September 29, 1993. I have enclosed a copy of that Letter of Understanding for your convenience.

It is understood and agreed between the parties that, in the event of ratification of the tentative agreement reached on 1/4/96, the Letter of Understanding dated September 29, 1993 shall continue in full force and effect during the term of the new agreement.

Please let me know if I have in any way misstated our agreement, as Metro will be relying on this information when it comes to ratification of the tentative agreement.

Thank you for your cooperation.

Sincerely,

Mark B. Williams,  
Senior Assistant Counsel

kaj

2316

Enclosure

cc: Kathy Kraunis

LETTER OF UNDERSTANDING

WHEREAS, Laborers International Union Local No. 483 (the Union) is the exclusive representative of a bargaining unit of employees at Metro; and

WHEREAS, Metro and the Union wish to clarify portions of the Collective Bargaining Agreement, in order to reduce confusion and promote harmonious labor relations;

NOW, THEREFORE, The parties, through their designated representatives for labor relations, hereby agree as follows:

1. Notwithstanding any inconsistent provisions of the Collective Bargaining Agreement, including but not limited to Articles I and 13, and notwithstanding any other agreement, past practice or custom which may have arisen between the parties, the provisions of this Letter of Understanding shall, for the life of the Collective Bargaining Agreement currently in force, control the definitions and benefits available for "regular full-time employees," "regular part-time employees," and "temporary employees." All references to "emergency employment employees" in the Collective Bargaining Agreement are deleted, as that category no longer exists.

2. "Regular full-time employees" are employees who have been hired by Metro to work full-time on a yearly basis in a job classification contained in Schedule A of the Collective Bargaining Agreement, through the normal selection process used by Metro for hiring permanent employees. "Regular full-time employees" shall be entitled to benefits as currently specified in the Collective Bargaining Agreement.

3. "Regular part-time employees" are employees who have been hired by

5. This Letter of Understanding is not intended to do away with the "regular part-time employee" category.

6. This Letter of Understanding constitutes the entire agreement of the parties with respect to the terms and conditions of employment discussed herein.

IT IS SO AGREED:

LABORERS INTERNATIONAL UNION  
LOCAL NO. 483

METRO

By: *Glen Feuerborn*  
Glen Feuerborn

By: *Paula Paris*  
Paula Paris

Dated: 9/29/93

Dated: 9/29/93

F  
1586

## STAFF REPORT

### RESOLUTION NO. 99-2807, FOR THE PURPOSE OF RATIFYING THE LABORERS INTERNATIONAL UNION LOCAL 483 COLLECTIVE BARGAINING AGREEMENT

---

Date: July 1, 1999

Presented by: Judy Gregory  
Tanya Collier

#### **Background:**

The Laborers International Union Local 483 Contract expires on June 30, 1999. The Union submitted a timely request to bargain a successor agreement. Negotiations began in March and were concluded on June 7, 1999, when Metro and the Laborers International Union, Local 483 reached a tentative agreement on a four-year successor agreement.

**Fiscal Impact:** Costs for current fiscal year 99-00 are consistent with the adopted budget figures.

#### Wages:

- Wages are increased by 2.5% for 1999-2000. Salary increases in subsequent years will be in accordance with the CPI-W for Portland. Salary increases shall not be less than 2% or more than 4% in 2000, 2001 and 2002. If the CPI exceeds 4% in 2003 we will reopen the contract for the purpose of discussing cost of living increase only.
- A wage survey was conducted by Metro Human Resources for this bargaining unit. As a result, salary rates were adjusted to reflect 95%-105% of the average market rate.
- Senior Animal Keepers will be eligible for pay adjustments in addition to COLA on July 1, 2000, July 1, 2001 and July 1, 2002, if a letter of agreement containing enhanced job descriptions is signed by July 1, 2000.
- 

#### Health and Welfare Benefits

- Metro will provide medical, dental and vision insurance through an HMO, Indemnity carrier of the Laborers Trust. Effective July 1, 1999, Metro will contribute the full amount per employee per month of \$462.00. Effective July 1, 2000, Metro will contribute \$485.00. Effective July 1, 2001, Metro will contribute \$509.00. Effective July 1, 2002, Metro will contribute \$535.00.
- Health caps may be opened for bargaining in year three or four if there is not one plan available to Local 483 members that is below the caps in those years.

- As of July 1, 1999 Kaiser HMO co-pays will increase from \$2.00 per visit and \$1.00 per prescription to \$5.00 per visit and \$5.00 per prescription.

### Shift Differential

Shift differentials paid for working evenings will be increased 15 cents an hour July 1, 1999 and 5 cents an hour July 1, 2000 and July 1, 2001. Shift differentials paid for working third, relief and sliding shifts will be increased 10 cents per hour July 1, 1999, July 1, 2000 and July 1, 2001.

### Clothing

The allowance for safety boots will be increased from \$75.00 to \$85.00.

### Labor-Management Cooperation Committee

A Labor-Management Cooperation Committee was established to discuss a merit pay system, opportunities for training and career enhancement, Senior Keeper job responsibilities and other issues as they might arise.

### Language changes

- Article 1.4 Definition of Seasonal Employee: An employee who is employed during peak seasons of the year and who may be scheduled as needed during the remainder of the year.
- Article 15.5.3: On a case by case basis, employees may be granted an unpaid leave of absence for union business. Written requests shall not be unreasonably denied. The agency will suffer no negative customer service or economic impacts.
- Article 10.11: It is hereby recognized the desirability of full time Zoo employees being trained in all phases of Railroad operations as a resource for future Railroad work opportunities. Promotional opportunities will be awarded in accordance with Article 10.8 and Metro recruitment policies.
- Article 1.7: It is not the Agency's intention to replace regular employees with temporary or seasonal employees.
- Article 5.1: The Employer agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, and regular monthly dues uniformly required of members of the Union and fair share according to ORS 242.650 or for any other Union Purpose.
- In addition, several "housekeeping" changes having no impact on wages, benefits, or seniority will be included in the new agreement, i.e., elimination of the "Emergency Employment Employee" term and changing the name of the Zoo from the Washington Park Zoo to the Oregon Zoo.

**Recommendation:**

This contract is consistent with the comparable labor market, is consistent with the adopted budget figures for fiscal year 1999-2000, and will maintain a stable labor relations environment with the Laborers International Union Local 483 for a four-year period from July 1, 1999 to June 30, 2003. It is therefore recommended by the Executive Officer that Resolution No. 99-2807 be approved.

*Agenda Item Number 11.2*

**Resolution No. 99-2814, For the Purpose of Ratifying the AFCSME Local 3580 Collective Bargaining Agreement for July 1, 1999 through June 30, 2002.**

***Executive Session Held Pursuant to ORS 192.660(1)(d) for the Purpose of Deliberating with persons Designated to Conduct Labor Negotiations.***

Metro Council Meeting  
Thursday, July 1, 1999  
Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF RATIFYING	)	RESOLUTION No. 99-2814
THE AFSCME LOCAL 3580 COLLECTIVE	)	
BARGAINING AGREEMENT FOR July 1,	)	Introduced by Mike Burton,
1999 THROUGH JUNE 30, 2002	)	Executive Officer

WHEREAS, The Metro Code requires Council ratification of collective bargaining agreements; and

WHEREAS, Metro and AFSCME Local 3580 have reached agreement on a three-year successor agreement; and

WHEREAS, The agreement provides a negotiated settlement of collective bargaining issues; and

WHEREAS, The agreement is consistent with the adopted FY99-00 budget; now, therefore,

BE IT RESOLVED,

1. That the Council authorizes the Executive Officer to execute the AFSCME Local 3580 collective bargaining agreement attached hereto as Exhibit A.

ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Rod Monroe, Presiding Officer

Approved as to form:

\_\_\_\_\_  
Daniel B. Cooper, General Counsel



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## **ARTICLE 1: PREAMBLE**

THIS AGREEMENT is entered into by Metro and the Oregon Public Employees Council No. 75, Local 3580 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as "the Union."

The purpose of this Agreement is to set forth the full and complete Agreement between Metro and the Union on matters pertaining to rates of pay, hours of work, fringe benefits and conditions of employment, to promote efficiency in employee work performance, and to provide an equitable and peaceful procedure for the resolution of disputes in the interpretation and application of the terms of this Agreement consistent with Metro's and the Union's mutual objective of providing ever improved services to the public of the Metro region.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual preference, race, color, creed, religion, national origin, association or political affiliation, mental or physical handicap.

Except as otherwise provided by law, regulation, or grant provisions, the PARTIES AGREE AS FOLLOWS:

## **ARTICLE 2: RECOGNITION**

Section 2.1 Metro recognizes the Union as the exclusive bargaining representative of all permanent employees of Metro, excluding employees who are included in a bargaining unit represented by the Laborers' International Union, Local 483, and confidential and supervisory employees as defined by ORS 243.650(6) and (23). In the event of a dispute between the parties regarding the confidential or supervisory status of any employee, the parties shall meet and discuss the matter at a mutually agreeable time and place. In the event that the parties are unable to agree on the employee's status, either party may petition the Employment Relations Board of the State of Oregon to resolve the matter.

Section 2.2 Temporary employees are not included in the bargaining unit. Temporary employees shall be defined as those employees working less than one thousand forty-four (1,044) hours per year in a twelve (12) month period from initial hiring, or any 12-month period thereafter. Temporary employees shall not be used to replace and/or diminish wages, hours or other conditions of employment of existing bargaining unit employees except during bona fide recruitment of permanent employees, leaves, or short-term non-recurring work operations. Metro agrees to provide the Union a monthly listing of temporary employees and hours worked from hire date.

## **ARTICLE 3: MANAGEMENT RIGHTS**

The employer shall have and retain the sole responsibility for the management and operation of all Metro functions and direction and control of its work force, facilities, properties, programs

and activities, except as expressly limited by the terms and conditions of this Agreement. These rights include but are not limited to the following:

- (1) Determination of Metro's mission, policies, and all standards of service offered to the public and other local governments;
- (2) Planning, directing, controlling and determining the operations or services to be conducted by employees of Metro;
- (3) Determining the methods, means, number of personnel needed to carry out any department's mission;
- (4) Directing the work force;
- (5) Hiring and assigning or transferring employees within or between departments;
- (6) To promote, suspend, discipline or discharge consistent with this Agreement;
- (7) To lay off or relieve employees due to lack of work or funds or for other legitimate reasons;
- (8) To make, publish and enforce rules and regulations including personnel rules and policies that do not violate any specific provision of this Agreement; and
- (9) To introduce new or improved methods, equipment or facilities.
- (10) To complete performance evaluations of employees as required.
- (11) To classify, reclassify or merge positions as required.

#### **ARTICLE 4: UNION SECURITY**

Section 4.1 Membership. Membership or non-membership in the Union shall be guaranteed individual choice of employees within the bargaining unit provided, however, that any employee who chooses to belong to the Union shall be entitled to subsequently withdraw from membership of the Union by the giving of written notice to the Union and Metro.

Section 4.2 Fairshare. Metro agrees to fairshare in accordance with and pursuant to the terms of the Oregon Revised Statutes 243.650 (10) and (18) with the understanding that the fairshare for non-union employees shall be equivalent to the dues of the Union membership in Oregon Council 75, American Federation of State, County and Municipal Employees, Local AFL-CIO.

The right of non-association of employees based on bona fide religious tenets or teaching of a church or religious body of which an employee is a member is hereby guaranteed. Such employee shall pay the fairshare amount described hereinabove to a nonreligious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish proof to the Union that this has been done.

Section 4.3 Effective Date. The effective date of withholding Union membership dues or fairshare shall be the first of the month following thirty (30) calendar days of employment.

Section 4.4 Dues Checkoff. Upon receipt of a signed authorization from the employee, Metro agrees to deduct from the paycheck of each employee authorized by the Union, the regular monthly dues uniformly required of members of the Union and the amount of fairshare determined by application of Article 4.2 of this Agreement from all non-union members of the bargaining unit for which the Union is the exclusive bargaining agent. The aggregate amount deducted, together with an itemized statement, shall be transmitted monthly to the Council 75 offices on behalf of all employees involved. The performance of this service is at no cost to the Union. Metro will not be held liable for any errors or delays, but will make any proper corrections as soon as possible.

Section 4.5 The Union agrees that it will indemnify, defend and save Metro harmless from all suits, actions, proceedings, and claims against Metro, or person acting on behalf of Metro, whether for damages, compensation, reinstatement, or a combination hereof arising out of Metro's implementation of this Article. In the event any decision is rendered by the highest court having jurisdiction that this Article is invalid and/or that reimbursement of the service fee (fairshare) must be made to employees affected, the Union shall be solely responsible for such reimbursement.

## **ARTICLE 5: HOURS AND SHIFTS**

Section 5.1 Forty (40) hours shall constitute the normal workweek, eight (8) hours per day, five (5) consecutive days per week with two (2) consecutive days off. Notice of change in shift starting times or days off will be given prior to the end of the week before the week in which the change becomes effective, and such change will be effective for not less than one (1) week. Provided, however, that this Section shall not govern the payment of overtime, which shall be strictly governed by Article 7.

Section 5.2 Except in cases of emergency, all employees shall be provided with a fifteen (15) minute rest period during every four (4) hours worked. Rest periods normally shall be taken near the middle of each one-half (1/2) shift whenever feasible.

Section 5.3 Notwithstanding the workweek set forth in 5.1 and 5.2 above, the Union may request and Metro may initiate an alternate workweek schedule, upon mutual agreement of the Union and Metro.

Section 5.4 Shift work shall be permitted in all classifications, without restrictions, on the following basis. The day shift for pay purposes is any shift which begins between 6:00 a.m. and 9:59 a.m. Part-time work which is commenced after 11:59 a.m. and completed by 6:59 p.m. is day shift work.

Section 5.5 Employees transferred from one shift to another, unless relieved from work at least a full shift before starting their new shift, shall be paid the overtime rates for the first such new shift worked.

Section 5.6 The second or swing shift for pay purposes shall be defined as any shift which begins after 9:59 a.m. and ends after 6:00 p.m.. Employees scheduled on the third shift shall receive a shift premium of sixty (60) cents per hour July 1, 1999; eighty (80) cents per hour July 1, 2000; and, ninety (90) cents per hour July 1, 2001 in addition to the regular hourly rate (as set forth in Exhibit A).

Section 5.7 The third or graveyard shift for pay purposes shall be defined as any shift which begins after 6:59 p.m. or prior to 6:00 a.m.. Employees scheduled on the third shift shall receive a shift premium of sixty-five (65) cents per hour July 1, 1999; eighty-five (85) cents per hour July 1, 2000; and, ninety-five (95) cents per hour July 1, 2001 in addition to the regular hourly rate (as set forth in Exhibit A).

Section 5.8 Relief shifts shall be defined as:

5.8.1 Any workweek schedule which includes multiple shifts with a maximum of three (3) day shifts. This definition means a workweek consisting of any combination of two (2) or more shifts in which the employee works not less than one nor more than three day shifts and any other shift or shifts.

5.8.2 Employees assigned to relief shifts shall be paid seventy-five (75) cents per hour July 1, 1999; eighty-five (85) cents per hour July 1, 2000; and, ninety-five (95) cents per hour July 1, 2001 premium for all hour worked.

5.8.3 Employees working relief shifts shall not receive the shift premium authorized in Sections 5.6 and 5.7 above.

Section 5.9 The shift differential shall apply to all hours worked during that shift. If an employee works one-half or more of the second or third shift, the employee shall receive the higher differential for all hours worked in that shift.

Section 5.10 REM employees who work weekends shall be paid a differential of sixty-five (65) cents per hour July 1, 1999; eighty-five (85) cents per hour July 1, 2000; and ninety-five cents per hour for all hours worked between the hours of 12:00 a.m. Saturday to 11:59 p.m. Sunday.

## **ARTICLE 6: NO STRIKE OR LOCKOUT**

Section 6.1 During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, picketing, strike, or any other interference with the work and statutory functions or obligations of Metro. During the term of this Agreement neither Metro nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 6.2 If any work stoppage, slowdown, picketing, or strike shall take place, the Union agrees to immediately notify any employees engaging in such activities to cease and desist and to publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. The Union agrees to immediately notify all Local officers and

representatives of their obligation and responsibility for maintaining compliance with this Article including their responsibilities to remain at work during any interruption which may be caused or initiated by others and to encourage other employees violating Section 6.1 above to return to work.

## **ARTICLE 7: OVERTIME AND COMP TIME**

Section 7.1 Overtime worked by employees non-exempt from the Fair Labor Standards Act (FLSA) shall be paid at one and one half (1-1/2) the employee's regular rate including any regular rate premiums. Overtime is time worked over eight (8) hours per day or over forty (40) hours in one (1) workweek. For employees working four day workweeks overtime is time worked over ten (10) hours per day or over forty (40) hours in one (1) workweek. The "workweek" for purposes of calculating overtime for non-exempt employees is defined as seven (7) consecutive calendar days beginning at 12:01 a.m. on Sunday, and ending on the following Saturday at 12:00 midnight, provided, however, that Metro may establish other, alternative workweeks for individual employees or classes of employees, consistent with the requirements of the FLSA, by so notifying the employees in writing. The "workday" for purposes of calculating overtime for non-exempt employees is defined as the 24-hour period beginning at 12:01 a.m. each day and ending at 12:00 midnight. Overtime shall be paid whenever required by this subsection or the FLSA.

Section 7.2 Upon agreement with a non-exempt employee that overtime not be paid, non-exempt employees shall receive one and one-half (1-1/2) hours of compensatory time off for every hour worked in excess of eight (8) hours (ten (10) hours per day for four day workweek employees) or forty (40) hours per workweek.

Section 7.3 Exempt employees, as salaried professional, executive, and administrative employees under FLSA, shall not be paid overtime nor receive hour-for-hour compensatory time. Metro may, at its sole discretion, allow exempt employees "bonus time" off as determined appropriate by the Executive Officer or his/her designee(s). The decision to grant or disallow bonus time, including the promulgation of any standards or procedures for awarding bonus time, shall be considered as the exercise of a Management Right allowed by Article 3 of this Agreement.

## **ARTICLE 8: HOLIDAYS**

Section 8.1 All bargaining unit members shall receive one (1) day's hourly pay or no deduction from salary for each of the following designated holidays listed on which they perform no work:

- (1) New Years Day;
- (2) Martin Luther King Day;
- (3) Washington's Birthday;
- (4) Memorial Day;
- (5) Independence Day;

(6) Labor Day;

(7) Veterans Day;

(8) Thanksgiving Day;

(9) Christmas Day;

(10) Two (2) Personal Holidays are allowed each fiscal year on days of each employee's choice, subject to schedule approval of the supervisor. Employees hired after January 1 of each fiscal year shall be entitled to one (1) such holiday in that fiscal year. For purposes of this section, a Personal Holiday is any day chosen by the employee and approved by the supervisor which would otherwise be a regular scheduled workday. The personal holidays must be taken by the employee within the fiscal year in which they accrue.

Section 8.2 All part-time employees will receive holiday pay pro-rated based on average hours worked per work day during the preceding two pay periods.

Section 8.3 Whenever a holiday shall fall on the first day not included in the employee's regularly scheduled work week, the preceding day in an employee's regular workweek shall be observed as a holiday. Whenever a holiday shall fall on the second day not included in the employee's regularly scheduled workweek, the following day in an employee's regular workweek shall be observed as a holiday

Section 8.4 Holidays which occur during vacation or sick leave shall not be charged against such leave.

Section 8.5 Eligible employees shall receive eight (8) hours regular pay for each of the holidays set forth above on which they perform no work. Eligible employees who work a 4-10 schedule shall receive ten (10) hours regular pay for each of the holidays set forth above on which they perform no work. In addition to holiday pay, any non-exempt employee shall be paid the overtime rate for any holiday actually worked. However, if an employee is scheduled to work on a holiday, that employee will be permitted to defer the holiday with regular pay until a later date. An employee under this section can accumulate no more than five deferred holidays.

## ARTICLE 9: VACATION

Section 9.1 Subject to department approval and the provision on initial probationary period, all bargaining unit employees shall be granted annual vacation leave with pay based on hours worked, accruing at the following rates:

<u>Total Years of Continuous Service</u>	<u>Accrual Rate Per Hours</u>	<u>Equivalent Annual Hour Full-Time Employees</u>
Date of Hire through completion of 3 yrs.	.0385 hours	80 hours



4 years through completion of 7 yrs.	.0577 hours	120 hours
8 years through completion of 11 yrs.	.0770 hours	160 hours
12 years plus	.0862 hours	180 hours

Section 9.2 Permanent employees who have been employed by Metro for more than six (6) consecutive months may be granted accrued vacation leave by approval of the department director or his/her designee.

Section 9.3 Employees shall not accumulate more than two hundred seventy-five (275) hours of vacation leave. Additional hours that would have accrued at the rates in this Agreement shall be forfeited unless a denial of a vacation request prevents an employee from avoiding the 275 hours maximum. If denial of a vacation request prevents an employee from avoiding the 275 hour maximum, the employee shall be paid at regular rate for those hours accrued over 275 hours. Metro paycheck stubs shall contain language advising employees of the 275 hour maximum. This article is subject to the provision that Metro shall have the option to “buy back” any vacation hours over 250 which an employee has accrued at the end of each fiscal year, at the employee’s regular straight time rate.

Section 9.4 Department directors or their designees shall schedule vacation for their respective staff with consideration for vacation accrued, seniority, the desires of the staff, and for the work requirements of the department. Vacation schedules may be amended to allow the department to meet emergency situations. Vacation requests more than thirty (30) working days in advance shall not be arbitrarily denied or amended without demonstration of conflict with a prior request or a bona fide work emergency.

Section 9.5 Any regular employee who resigns, retires, is laid off or dismissed from employment with Metro shall be entitled to immediate lump sum payment for accrued and unused vacation at the employee's existing salary rate provided, however, that such lump sum payment shall not be made if separation occurs prior to the completion of the initial probationary period including any extensions.

**ARTICLE 10: SICK LEAVE**

Section 10.1 Bargaining unit members shall earn sick leave with pay at a rate of .05 hours per hour worked accrued in an unlimited amount. Qualified employees shall be eligible for use of earned sick leave after working 1 day of service with Metro.

Section 10.2 Employees are eligible to use sick leave only for the following reasons:

- (1) Personal illness or physical disability;
- (2) Illness or physical disability in the employee's immediate family or household requiring the employee to remain at home.

(3) Medical appointments and office visits.

(4) As otherwise required by law.

Section 10.3 Employees unable to report to work shall report the reason for absence to their supervisor within (1/2) hour after the scheduled beginning of their shift. At locations where multiple shifts are worked, employees unable to report to work due to illness shall report the reason for the absence to their supervisor one hour prior to the scheduled beginning of their shift. An employee shall be entitled to use a maximum of four (4) consecutive days sick leave without a doctor's certificate if the employee has accumulated not less than four hundred (400) hours of sick leave. Otherwise, sick leave beyond three (3) days (or beyond four (4) days, in the case of an employee who has accumulated over 400 hours of sick leave) must be supported by a physician's statement. Sick leave with pay shall not be allowed unless the employee has reported the reason for his/her absence and/or submitted any required physician's statement as required herein.

Section 10.4 Metro and the Union agree that no employee should receive full net wages in paid sick leave while also receiving time loss payments on an insured disability or Workers' Compensation claim. The parties therefore agree as follows:

Where the dual payment would result from the employee filing a claim for time loss payments for an injury or disease the employee shall receive only the paid sick leave, if any, for the same condition necessary to bring the employee to full net take-home pay for the pay period. Metro may recoup any overpayment of sick leave paid, either by deductions from gross wages per pay period in an amount not exceeding 20 percent gross wages until the total overpayment is recouped, or Metro and the employee may, by mutual agreement, provide for some other means for repayment. Upon repayment of the total amount of the excess, the employee's sick leave account shall be credited with that portion of the sick leave repaid.

Section 10.5 Sick leave shall not continue to accrue during periods of disability or leave unpaid by Metro.

Section 10.6 Notwithstanding the foregoing, employees who misuse sick leave may be subject to discipline and/or may be required to furnish a doctor's certificate for each day of illness. Management will consider the following factors in determining if an employee is misusing sick leave: (a) fraudulent or improper use of sick leave, (b) failure to follow required notification procedures, (c) exhaustion of all accrued sick leave, and (d) use of five (5) days of sick leave in any six (6) month period, provided, however, that this sub-section (d) shall not apply to (i) employees who have accumulated more than four hundred (400) hours of sick leave or (ii) employees who have gone over the five (5) day threshold as a result of a single incident supported by a doctor's certificate. Metro shall not conclude that any employee has misused sick leave without first notifying the employee that he/she appears to be misusing sick leave, and giving the employee an opportunity to respond. The Human Resources Director must concur with any actions taken pursuant to this section.

Section 10.7 Regular full-time employees who use twenty-four (24) hours or less of sick leave within one fiscal year period shall accrue eight (8) additional hours of vacation leave in exchange

for eight (8) hours of sick leave at the end of the fiscal year period. Regular part-time employees who use twenty-four (24) hours or less of sick leave within one fiscal year period shall accrue four (4) additional hours of vacation leave in exchange for four (4) hours of sick leave at the end of the fiscal year period.

## **ARTICLE 11: OTHER LEAVES**

Section 11.1 Bereavement Leave. An employee absent from duty by reason of the death of his or her spouse, parents, children, sister, brother, grandparent, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or other household member shall be allowed not to exceed three (3) days time off duty without deduction of pay on account of such absence. Eligibility for bereavement leave is extended to domestic partners.

Employees may attend a funeral ceremony for a fellow employee within their own department with four (4) hours time off with pay to attend such funeral ceremony, subject to the needs of the operation.

Section 11.2 Military Leave. Employees shall be granted 15 days military leave with pay as required by law. Any remaining leave shall be without pay, as required by law.

Section 11.3 Jury Duty/Court Appearances. Employees shall be granted a paid leave of absence for time off for jury service, or as a result of service upon the employee of a lawful subpoena requiring his/her appearance in a court of law. Any jury or witness fees or mileage will be endorsed over to Metro. In the event that an employee is excused from jury duty prior to the end of his/her daily work shift, the employee shall promptly return to work.

Section 11.4 Disability Leave.

(1) Upon application, supported by a statement of a physician, a leave of absence shall be granted without pay for a period not to exceed six (6) months from the beginning of the disability in cases of the physical disability of a regular employee. Any employee requesting such leave shall file such request in writing with the employee's department director and attach thereto a statement of the attending physician.

The latter physician's statement must indicate that the duration of leave requested is necessary for the disabled employee to recover from the disability. Upon ceasing work, the employee may use any vacation and sick leave earned.

(2) Disability leave without pay shall commence immediately upon completion of the vacation and sick leave. During the first three (3) months of such disability leave, Metro shall continue to provide health, dental, life insurance, accidental death and dismemberment and long-term disability benefits, to the same extent provided other employees, and shall pay all appropriate premiums. If a leave of absence for a disability extends beyond three (3) months, the employee may elect to continue the latter coverages and benefits; upon such election, the gross premiums for such extended coverage shall be paid by the employee. Any and all such extensions of coverages and benefits beyond the first three (3) months shall be subject to any and all restrictions and conditions in each applicable benefit policy or plan.

(3) In the event that any leave of absence on account of a disability exceeds six (6) months, the employee may be dismissed from employment; provided, however, that the Executive Officer may extend such disability leave once by an additional six (6) month period if such extension will not adversely affect the operations of Metro and if prior to the expiration of such six-month period of disability leave, such employee presents to the Executive Officer an attending physician statement that the employee will be able to resume full performance of his/her normal work duties within six months following the expiration of the initial six months of disability leave. However, if the attending physician statement indicates that the employee will require disability leave for a total period extending beyond one (1) year, or if the actual period of disability extends beyond one year, the employee shall be dismissed from employment. Any extension of an employee's disability leave beyond six months by the Executive Officer shall be in writing and shall be filed in the Human Resources office.

(4) Any leave granted under this Section shall constitute and run concurrently with any leave allowed under the Family Medical Leave law.

Section 11.5 Parental Leave. Unpaid Parental Leave up to the developmental stage equivalent of twelve (12) weeks for a newborn or for the 12-week period following the date an adoptive parent takes custody of a newly adopted child under six (6) years of age shall be granted to eligible employees.

(1) The employee shall be entitled to take parental leave without being penalized for taking leave.

(2) An employee returning from parental leave shall be reinstated with no greater or lesser rights in employment than if the employee had not taken the leave. This section is pursuant to ORS 659.360 - 659.370.

(3) All regular employees who have completed ninety (90) calendar days of employment are eligible to request the leave.

(4) Employees have the option of using their accrued vacation leave during the parental leave. If the employee chooses to take leave without pay, benefits will be paid through the last day of the month following the month in which the leave without pay commences. If the employee chooses to utilize accrued vacation, benefits will be continued as long as the leave is continued on paid status. Such leave shall not be used for parental leave unless required by law.

(5) A request shall be submitted to the Human Resources Division thirty (30) calendar days before the occurrence of the event. The request must be in writing and contain the following information:

(A) The employee's intent to take parental leave beginning on a date certain more than thirty (30) days from the date of the request.

(B) The anticipated date of birth of the parent's child, or

(C) The anticipated date that the parent will obtain physical custody of a newly adopted child under six (6) years of age, and

(D) The dates when the parent, or if both parents request parental leave, the dates which each parent will commence and terminate his or her portion of the parental leave.

(6) Employees who return from parental leave by the date listed in the written request on file will be restored to their former position without loss of seniority or vacation credits. If circumstances change so that the employee's former job is no longer available, that worker will be reinstated in an equivalent position. Employees who do not return by the date specified shall be placed on the appropriate lay off list under this Agreement.

Section 11.6 Leave Without Pay. All permanent employees may be granted leave of absence without pay and without employee benefits for a period not to exceed six (6) months provided such leave can be scheduled without adversely affecting the operations of Metro. Such leave may be extended once by the Executive Officer for an additional six (6) months. All requests for leave of absence without pay shall be in writing, shall be directed to the department director and shall contain reasonable justification for approval. Requests of less than ten (10) calendar days may be approved by the Department Director. Both the request and the Executive Officer's approval of the request shall be in writing and shall be filed in the Human Resources Division Office. The employee may elect to continue employee coverages and benefits, however, premiums for such extended coverages and benefits shall be paid by the employee. Any and all such extensions of coverages and benefits shall be subject to any and all restrictions and conditions which may exist in each applicable benefit policy or plan. No employee may be denied leave without pay for arbitrary or capricious reasons. Any employee returning from an approved leave shall be reinstated with no greater or lesser employment rights than if the employee had not taken the leave.

Section 11.7 Family Medical Leave. Metro shall provide Family Medical Leave as required by law. Metro may implement any rules that it deems necessary or desirable to govern requests for Family Medical Leave, provided that such rules comply with the applicable law concerning Family Medical Leave.

## **ARTICLE 12: HEALTH AND WELFARE**

Section 12.1 No later than February 1, 2000, a joint eight (8) member committee comprised of four (4) members appointed by the Union and four (4) members appointed by Metro shall be formed. Metro shall make available to the committee current information regarding insurance premium rates and projected increases as such information becomes available to Metro. The committee shall meet to consider adjustments to benefits or coverages to stay below the specified employer contributions for each year of the Agreement. Each employee may contribute the remainder of the actual composite premium cost greater than the employer contribution, if necessary. In years two and three of this Agreement, the Union may, at its discretion, choose to apply a portion of the agreed-upon cost-of-living adjustment intended for salaries to offset increases in the medical, dental and vision plan. Any decision the Union makes must apply to all bargaining unit members and must be communicated to the Human Resources Director no later than May 15, 2000 and May 15, 2001. This option may be discussed during the Committee's meetings.

A lawful meeting shall be comprised of an equal number of Union and Metro Committee members with not less than two of each group. The Committee shall make recommendations to the Executive Officer to keep health care costs under the amounts set forth in Section 12.2.

The Executive Officer shall consider the committee's recommendations and have the authority to make Plan modifications as necessary. In the event that the parties do not agree, the parties shall mediate such issues.

Section 12.2 Effective July 1, 1999, Metro shall contribute the full amount per employee per month (\$462.00) for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier. Effective July 1, 2000, Metro shall contribute an amount not to exceed \$485.00 per employee per month for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier. Effective July 1, 2001, Metro shall contribute an amount not to exceed \$509.00 per employee per month for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier.

Section 12.3 If the Committee established pursuant to Section 12.1, by its actions in year 2 of this Agreement, can demonstrate cost savings compared to what was budgeted for year 2, such cost savings shall be applied to any year 3 cost increases above the cap set forth in Section 12.2.

Section 12.4 Life Insurance and Additional Dependent Life And Disability coverages shall be maintained at current levels at no cost to the employee unless adjustments are made by the joint committee to keep medical, dental and vision costs below the cap for that coverage.

Section 12.5 Metro agrees to involve the Union in discussions with the agent of record related to rate increases and plan options and provide copies of all information received from the agent of record regarding ways to avoid increased costs. The vehicle for sharing this information will be the committee the parties agreed to in Section 12.1.

Section 12.6 As of July 1, 2000 the Kaiser HMO co-pays will increase from two dollars (\$2.00) per visit and one dollar (\$1.00) per prescription to five dollars (\$5.00) per visit and five dollars (\$5.00) per prescription.

Section 12.7 As of July 1, 1999 non-prorated insurance benefits will be available to employees who work thirty-two (32) hours a week or more. Prorated insurance will be based on hours worked using forty (40) hours as the denominator.

### **ARTICLE 13: RETIREMENT BENEFITS**

Section 13.1 During the term of this Agreement, all eligible unit employees shall participate in the Oregon Public Employees Retirement System (PERS), as provided in the Oregon Revised Statutes and by applicable court decisions. The extent of PERS membership shall include prior eligibility service, but shall not include prior benefit service or the unused sick leave option.

Section 13.2 The 5.5% salary increase referred to in Appendix G to the 1995-1996 contract is hereby rolled back pursuant to paragraph 3 of that Appendix. Metro agrees to pay the employee's contribution to the Oregon Public Employees Retirement System in the amount of six (6) percent of the employee's base salary, in addition to the required employer contributions.

Section 13.3 In the event that the decision of the Oregon Supreme Court in Case No. SC-S42333 is revised or reversed by further court action, legislation, or constitutional amendment, this Article shall be reopened for bargaining upon the written request of either party, pursuant to the laws and rules covering interim bargaining.

#### **ARTICLE 14: SALARY ADMINISTRATION**

Section 14.1 Metro shall notify the Union when creating a new classification or substantially revising an existing classification. The Union shall have ten (10) days to request wage negotiations for a new or substantially revised classification.

Section 14.2 Metro will implement a salary rate for the new or revised classification. This rate shall remain in effect subject to negotiations between Metro and the Union. If negotiations result in an increase in salary rate, the increase shall be effective back to the date the new or revised classification was implemented.

Section 14.3 When an employee is assigned for a limited period to perform the duties of a position at a higher level classification for more than three (3) days, the employee shall be compensated for all hours worked at the higher level classification. The employee shall be compensated at the next higher step in his/her range or the first step in the higher classification whichever is greater.

Section 14.4 Employees hired at step one shall be placed at the next step in the salary range after completion of probation. The employee's date of completion of probation shall become the employee's anniversary date. One (1) year after the employee's anniversary and each anniversary date thereafter the employee shall advance one (1) step in the salary range until the employee reaches the top step. Nothing in this section is to be construed to prohibit Metro from placing employees above step one or advancing employees to higher levels of the salary range. Employees hired above step one shall advance one (1) step in the salary range one (1) year after date of hire and each year thereafter until the employee reaches the top step.

Section 14.5 Employees promoted into a higher classification at Metro shall be placed at the next higher step in the new salary range. The next higher step in the new salary range means the next rate that would provide for a five percent (5%) increase for the promoted employee. This means that an employee promoted from one range to another would not be placed on the next step in the new range. Upon completion of promotional probation employees shall advance to the next step in the new range. The date of completion of promotional probation shall constitute a new "anniversary date" and employees shall advance one (1) step on each anniversary date until the employee reaches the top step. Nothing in this section shall be construed to prohibit Metro from starting promoted employees higher or advancing employees upon the steps faster.

Section 14.6 For the purposes of this section, initial and promotional probation shall be six (6) calendar months from the first day of hire or promotion. Initial probationary employees may be terminated without recourse to the grievance procedure. Promotional probationary employees shall return to their former classifications and rate of pay if they fail to complete their probation without recourse to the grievance procedure. Promotional probationary employees shall not be discharged without just cause and shall have recourse to the grievance procedure.

## ARTICLE 15: WAGES

Section 15.1 Effective July 1, 1996, provided that the Tentative Agreement reached that date is ultimately ratified by both parties, employees shall be paid in accordance with the classifications and rates of pay contained in Exhibit A (attached). This amounts to a 2.5% increase in wage rates. Effective July 1, 2000, and July 1, 2001, the rates set out in Exhibit A shall be increased in accordance with the Portland-Salem, OR-WA Consumer Price index all Urban Consumers (CPI-U 1982-84 = 100) measured on the average annual year to year change\*, provided, that the increases on July 1, 2000 and July 1, 2001 shall not be less than two percent (2%) or more than four percent (4%).

Section 15.2 Employees shall move to the next highest step in the salary range on the employee's anniversary date annually during the life of this Agreement.

Section 15.3 Any non-exempt employee required to return to work before the employee's next work shift, shall be paid for a minimum of two (2) hours at the rate of one and one-half (1-1/2) times the regular rate. However, when any non-exempt employee is required to work in excess of eight (8) hours in any workday, and the excess time is adjacent to the employee's regular work schedule, the employee will be paid time and one-half (1-1/2) only for the time worked in excess of eight (8) hours.

Section 15.4 The Agency agrees to begin an evaluation of AFSCME classifications (with the exception of the classifications completed under the July 1, 1999 Letter of Agreement) as soon as practicable after July 1, 2000 in accordance with Article 14.

\*The Union bargained the Portland CPI-U to replace the National CPI-W as measured from March to March.

## ARTICLE 16: SENIORITY

Section 16.1 Seniority shall be computed from date of hire or promotion into the classification. Seniority shall be applied for lay off, shift bidding and elsewhere as specified in this Agreement. In cases in which an employee in a represented class applies for, accepts, and serves time in another represented class, and then voluntarily returns to the originally held class, seniority for the purposes of shift bidding shall be calculated as the total time from the original appointment to the date of the shift bid, less the time served in the second class.

Section 16.2 Where Metro employs multiple shift operations employees, such employees shall have the right to choose appropriate shifts every six (6) months or whenever a vacancy occurs. Employees shall indicate their shift preference in writing to their immediate supervisor prior to the filling of a vacancy. The supervisors shall assign employees based on written seniority preference. Employees may not be denied seniority preference for arbitrary and capricious reasons. The parties hereby agree that the shift bidding process specified in this Section 16.2 will be implemented in the following manner:



(1) Formal shift bids will be held every six months, at which time employees will submit, in writing, their shift preferences. The shifts will then be assigned based on the written seniority preference.

(2) During the interim six-month period between the formal shift bids described in paragraph 1, above, supervisors will post openings for seven (7) calendar days. The senior employee submitting a written bid will be awarded the position. The bidding employee's position will then be posted and bid in a similar fashion. Any open position after that will be filled at the Employer's discretion.

The issue of bidding shifts more frequently in Regional Environmental Management (REM) shall be referred to the REM Labor/Management Committee.

Section 16.3 Seniority shall be continuous service in the employee's classification. Time spent on approved leave or as a result of on the job injury or illness shall not be considered a break in service. Continuous service in lower classifications shall count as total seniority in the case of lay off. Metro shall publish and distribute semi-annually and thirty (30) days prior to any lay off a seniority list for all employees.

Section 16.4 Lay off shall be defined as a separation from service for involuntary reasons not reflecting discredit upon employees. The Executive Officer shall determine the number and classifications to be laid off. All temporary, seasonal and probational employees within the classification selected for lay off shall be laid off prior to any lay off of permanent employees.

Section 16.5 Employees will be laid off by classifications with the least senior employees laid off first. In cases of ties in seniority within classification, total Metro service seniority shall be the tie breaker. Employees shall be given thirty (30) days notice of lay off. Employees given notice of lay off shall within ten (10) working days:

a. Accept demotion to a former classification previously served, including bumping the least senior employee in that former classification, provided the bumping employee has more classification seniority in the former classification, and provided that the receiving manager determines that, on the basis of relevant job skills, the affected employee can perform all of the duties of the specific position adequately within two weeks.

b. Apply for appointment to a vacant Metro position at the same or lower salary range for which the employee meets the minimum qualifications. The best qualified employee given notice of lay off shall be appointed to a vacant position for which the employee applies and meets the minimum qualifications, provided that the receiving manager determines that, on the basis of relevant job skills, the affected employee can perform all of the duties of the specific position adequately within two weeks.

c. Accept layoff.

d. Disputes concerning layoffs shall be handled through the grievance procedure, beginning at step 3.

## **ARTICLE 17: DISCIPLINE AND DISCHARGE**

Section 17.1 No employee may be disciplined or discharged without just cause.

Section 17.2 No employee shall be denied Union representation in any investigation. Employees shall receive all rights and safeguards provided by the State and Federal Constitutions.

Section 17.3 Any employee discharged may appeal such action in writing within fifteen (15) calendar days directly to the Director of Human Resources step of the grievance procedure, provided that all other requirements of Article 19 shall apply. All other disciplinary actions shall be processed through the grievance procedure from the first step.

Section 17.4 If Metro has reason to reprimand or discipline an employee, every reasonable effort shall be made to avoid embarrassment to the employee before other employees or the public.

## **ARTICLE 18: SAFETY AND HEALTH**

Metro agrees to provide a safe and healthful workplace, as required by law. Metro also agrees to provide and maintain all clothing, tools and equipment required by Metro for use by the employee. (See Article 36.)

Metro and the Union will establish joint labor-management safety committees in compliance with current Oregon law and administrative rules. Joint Safety committees will be established to represent the following primary places of employment:

1. Metro Center
2. Metro Washington Park Zoo
3. All Solid Waste facilities under Department of Regional Environmental Management control.

Metro and the Union will each elect or appoint an appropriate number of representatives and alternates to the committees specified above in accordance with the statute. Metro and the Union agree to establish new committees as required by expansion or reorganization.

Each safety committee shall inquire into and make recommendations to Metro on all safety issues in the work area. Any employee who observes an unsafe condition in the workplace shall promptly report the same to his/her supervisor. The supervisor shall promptly take appropriate action.

No employee shall be disciplined for failure to perform an unsafe work operation or operate unsafe equipment.

## **ARTICLE 19: GRIEVANCE PROCEDURE**

Section 19.1 A grievance for the purposes of this Agreement is any dispute regarding the meaning, application or interpretation of any provision of this Agreement. Grievances except as noted elsewhere in this Agreement shall be processed as follows:

Section 19.2 Within fifteen (15) working days of the alleged dispute or the employee's first knowledge of such dispute, the employee alone or accompanied by the Union shall file the written grievance with the employee's immediate supervisor.

Section 19.3 Within five (5) working days the supervisor shall respond in writing to the employee and Union. Failure of the supervisor to respond, or failure of the grievance to be resolved at this level, shall permit the employee or Union to advance it to the next level within five (5) working days of the deadline for the supervisor's response.

Section 19.4 Any grievance not resolved or advanced from 19.3 shall be reduced to writing on a form mutually agreed to by the parties. The employee and the Union may present the grievance in a meeting with the Director of the employee's particular Department. The Director may respond within ten (10) working days of receipt of the written grievance.

Section 19.5 Any grievance not resolved at the Director's level, or failure of the Director to respond, will allow the Union to escalate the grievance within five (5) working days of the deadline for the Director's response. It shall be filed with the Executive Officer of Metro. The Executive Officer or his/her designee shall respond within ten (10) working days of receipt of the written grievance. Failure of the Executive Officer to respond or if the grievance is not resolved it may be advanced to the next level by the Union within ten (10) working days of the deadline for the Executive Officer's response.

Section 19.6 If the parties are unable to resolve the grievance or as required elsewhere in the Agreement the Union may request binding arbitration to resolve the dispute. The Union shall request a list of five (5) arbitrators from the State of Oregon Mediation and Conciliation Service. Such request shall not prohibit the parties also requesting grievance mediation at the same time. Any mediation shall be mutually agreeable to the parties. Upon receipt of the list the parties shall select an arbitrator by mutual agreement or alternate striking of names with the Union proceeding with the first strike. The Arbitrator thus selected shall be contacted by the parties to set a hearing.

Section 19.7 The Arbitrator's decision in the grievance shall be final and binding upon the parties. The Arbitrator's decision shall be within the scope of the Agreement. The Arbitrator shall have no authority to alter, amend, modify, add to or detract from the Agreement. The losing party shall pay the cost of the Arbitrator's award. All other expenses shall be borne by the party incurring them.

## **ARTICLE 20: EQUAL OPPORTUNITY**

Section 20.1 Metro and the Union agree to continue their policies of not unlawfully discriminating against any employee because of race, color, religion, sex, sexual orientation, national origin, mental or physical disability, marital status, political affiliation, or Union activity.

Section 20.2 Any complaint alleging unlawful discrimination based on race, color, religion, sex, sexual orientation, national origin, age, mental or physical disability, marital status or political affiliation which is brought to the Union for processing will be submitted directly to the

Executive Officer or designee. If such a complaint is not satisfactorily resolved within thirty (30) days of its submission, it may be submitted to the Bureau of Labor and Industries for resolution.

Section 20.3 If an employee has a grievance alleging unlawful discrimination based on Union activity, it shall be first pursued through the grievance procedure at the Executive Officer's level, however, the parties may mutually agree, in writing, to waive arbitration on any such grievance allowing the matter to be resolved through the Employment Relations Board.

## **ARTICLE 21: PAST PRACTICE**

Section 21.1 The parties recognize Metro's full right to direct the work force and to issue work orders and rules and that these rights are diminished only by the law and this Agreement.

Section 21.2 Metro may change or issue new work practices or rules covering permissive subjects of bargaining, including issuing rules over issues which are nonnegotiable and are not in conflict with or otherwise addressed in a specific provision of this Agreement.

Section 21.3 Metro agrees to bargain over any proposed changes in "Working conditions" considered mandatory subjects of bargaining, unless the subject was submitted as a written proposal during negotiations for this Agreement, in which case it cannot be opened by either party.

Section 21.4 Demand to Bargain. If the Director of Human Resources believes that the subject change is a mandatory subject of bargaining, the parties shall meet within ten (10) days of the Union's request to meet. If agreement is reached by the parties during the meeting under this Section, then the agreement shall be reduced to writing and signed by the parties.

If the Director of Human Resources believes that the subject change is a permissive or prohibited subject of bargaining, the Director of Human Resources shall inform the Union that Metro refuses to bargain the subject change within fifteen (15) calendar days of the Director of Human Resources' receipt of the demand to bargain.

The Union may then file an unfair labor practice complaint with the Employment Relations Board. If the Board determines that the change is a permissive or prohibited subject of bargaining, the Union shall withdraw its demand to bargain. If the Board determines the change is mandatory, the parties shall meet to negotiate the change. If, after bargaining, the parties do not reach agreement, the Union may submit the matter to arbitration. The arbitrator shall have authority to set aside changes which are arbitrary and capricious. The notice must be received by the Director of Human Resources within fifteen (15) days immediately following the last date the parties met to negotiate the change.

Nothing herein is intended to prevent the parties from agreeing, on a case-by-case basis, to resolve matters covered by this Article through a collaborative/interest-based process.

## **ARTICLE 22: PERSONNEL FILE**

Section 22.1 Metro shall maintain one (1) official personnel file for all employees. This file shall be maintained in the Metro Human Resources Office. No document, report or correspondence of an adverse nature shall be placed in this file without a signature by the employee or a statement signed by the supervisor which indicates the employee has been shown the document and refused to sign it. An employee's signature shall not be construed to mean the employee agrees with the content.

Section 22.2 All material in the official personnel file of any employee may be inspected by the affected employee. No material of an adverse nature may be used against an employee unless entered in the official Metro file as described in subsection 22.1. An employee upon request shall have the right to view all material in the employee's personnel file.

Section 22.3 All disciplinary material shall be expunged from the personnel file two (2) years from the date the material was entered, provided that the employee has received no other disciplinary action. Periodic performance appraisals shall permanently remain part of the official personnel file. Supervisors may elect to remove disciplinary material from an employee's personnel file prior to the end of the 2 year period specified above. Any material of an adverse nature shall be removed if not entered in accordance with subsection 22.2. Employees may include in their official personnel file any material rebutting disciplinary material that they believe to be incorrect. Grievances shall not be maintained in the personnel file.

Section 22.4 A written record of an oral reprimand may be included in the personnel file as disciplinary material subject to the restrictions specified in 22.3. Such a written record will consist only of the date of the reprimand and a brief one-two sentence statement of the reason for the reprimand.

## **ARTICLE 23: OUTSIDE EMPLOYMENT**

Employees may engage in outside employment, provided that such outside employment does not:

1. Create a conflict of interest with the employee's Metro duties; and
2. Create an inability to perform employee's job duties at Metro.

Employees who engage in outside employment which is found to violate the above restrictions and who have failed to notify their department director of such employment shall be discharged.

## **ARTICLE 24: UNION RIGHTS**

Section 24.1 Bulletin Boards: Metro agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices to such bulletin boards. All posting of notices on bulletin boards by the Union shall be signed and dated by the individual doing the posting. Union bulletin boards will be placed as follows:

Metro Regional Center:

Employee Lounge/Lunchroom 4th floor

Growth Management Services Department - 3rd floor  
west wall across from the coffee area -  
east wing

Regional Environmental Management 2nd floor  
Department - west wall across from the  
coffee area - east wing

Administrative Services Department 2nd floor  
coffee/copy room - north wall - west wing

Hallway near Regional Parks and 1st floor  
Greenspaces Department

Gatehouse: each site

Zoo: Administration Office area

Each bulletin board will have a sign designating a specific AFSCME posting area. Members must confine their posting to these areas.

Section 24.2 Union Representatives: The Union shall appoint and certify the names of shop stewards to Metro.

Shop stewards shall be allowed to investigate and process grievances during working hours. In the event such activities would interfere with either the steward's or employee's work Metro agrees to arrange a mutually agreeable time within seventy two (72) hours. The steward must notify his/her supervisor prior to engaging in Union activity.

**ARTICLE 25: SAVINGS CLAUSE**

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

**ARTICLE 26: CHILD CARE**

Section 26.1 Metro shall establish under the terms of Section 129 of the IRS Code, as a pre-tax benefit, a voluntary deduction by the employee to a flexible spending account for child care.

## **ARTICLE 27: EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Metro shall provide at no cost to the employee an employee assistance program, subject to approval of funding by the Metro Council.

## **ARTICLE 28: INCLEMENT WEATHER**

Section 28.1 Upon determination of the Executive Officer or the Executive Officer's designee, that inclement weather conditions exist, and such determination results in the decision to open later than regularly scheduled hours or close any Metro site to send the staff home before the end of their normal shift, those employees shall receive pay for a regular shift.

## **ARTICLE 29: RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS/ UNDERPAYMENTS**

### Section 29.1 Overpayments.

(1) In the event that an employee receives wages or benefits from Metro to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, Metro shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

(A) Metro may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.

(B) Where this process is utilized, the employee and Metro shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.

(C) If there is no mutual agreement at the end of the thirty (30) calendar day period, Metro shall implement the repayment schedule stated in subsection (D) below.

(D) If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves Metro service before Metro fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

(2) An employee who disagrees with Metro's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.

(3) This Article does not waive Metro's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

## Section 29.2 Underpayments.

(1) In the event the employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, Metro shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. Metro shall correct any such underpayment made within a maximum period of two years before the notification.

(2) This provision shall not apply to claims disputing eligibility for payments which result from this Agreement. Employees claiming eligibility for such things as leadwork, work out of classification pay or reclassification must pursue those claims pursuant to the timelines elsewhere in this Agreement.

## **ARTICLE 30: CONTRACTING OUT**

In the event that a Metro decision to contract out work normally performed by bargaining unit members would result in the layoff of bargaining unit members, Metro shall provide the Union with notice of its intent to contract out and shall, upon demand, bargain the impact of such a decision.

## **ARTICLE 31: EDUCATION AND TRAINING**

Section 31.1 Metro and AFSCME Local 3580 share a desire to retain a skilled workforce. To the extent possible, Metro will make available to regular employees, including support and technical staff, current information about available training opportunities.

Section 31.2 Job-related training for employees may be conducted both during and outside of an employee's work schedule. When an employee's attendance is required by Metro, she/he shall be notified in writing and shall be paid for the time as time worked. When a regular status employee requests job related training/education, the request shall be made in writing to his/her Department Director. Department Directors have the discretion to approve or deny the request. Department Directors may agree to provide financial assistance and/or paid leave to employees who request to participate in job-related training/educational programs. Department Directors may deny requests based on, but not limited to, operating requirements, priorities or budget limitations.

Section 31.3 Metro may offer in-house training for employees to improve their knowledge, skills and abilities to perform their job.

## **ARTICLE 32: JOB SHARING**

Section 32.1 "Job Sharing Position" means a full-time position that may be held by more than one individual on a shared-time basis where each of the individuals holding the position works less than full time.

Section 32.2 Job sharing is voluntary. An employee who wishes to participate in job sharing shall submit a written request to his/her supervisor and the Human Resources Director. The



Human Resources Director shall register the requesting employee by name, department, classification and date of request. When a hiring manager requests to fill a vacant position by "job share", the internal recruitment will include that the position is a job share opportunity.,

Section 32.3 Job sharing employees shall accrue vacation leave, sick leave, and holiday pay based on a prorated share of hours worked in a month during which the employee has worked thirty-two (32) hours or more. Individual salary review dates will be established for job share employees. Job share employees shall be entitled to share the employer paid insurance for one (1) full-time position based on a prorate of regular hours scheduled per week or per month, whichever is appropriate. In any event, the employer contribution for insurance benefits in a job share position is limited to the amount authorized for one (1) full-time employee.

Section 32.4 If one (1) job sharing partner in a job sharing position is removed, dismissed, resigns, or otherwise is separated from Metro employment, the hiring supervisor has the right to determine if job sharing is still appropriate for the position. If it is determined that job sharing is not appropriate or Metro is unable to recruit qualified employees for the job share position, Metro shall have the right to terminate the job sharing arrangement. In such event, the remaining job share partner shall have the following options: (1) assume the position on a full-time basis; (2) request a lateral transfer to a vacant part-time position for which he/she is qualified; or (3) voluntarily demote to a vacant part-time position for which he/she is qualified.

#### **ARTICLE 33: FLEX TIME**

Section 33.1 "Flex Time" is defined as an alternate work schedule for regular full-time employees which accommodates Metro's operating requirements. Flex time begins no earlier than 7:00am and ends no later than 6:00pm. Exceptions shall be mutually agreed to in writing between the supervisor and the employee(s). Flex time will not impair Metro's need to meet operating requirements through assigned overtime or other similar scheduling. Flex time may be canceled with seven (7) days notice to the employee(s).

Section 33.2 An employee or a group of employees in the same work unit desiring a flexible work schedule or a change in work schedule may request such a change in writing from his/her/their supervisor. The request shall include benefits to Metro of the requested schedule. If the supervisor approves the flexible work schedule, the employee(s) waives all rights to reporting pay, overtime compensation or other forms of penalty pay during the transition from one schedule to another to the maximum extent permitted by the FLSA.

#### **ARTICLE 34: CDL POLICY**

Section 34.1 In the event that any AFSCME-represented employees are assigned duties which require a Commercial Drivers License (CDL), those employees shall be subject to the CDL Drug and Alcohol Policy currently applicable to Metro's employees who are represented by the Laborers International Union Local 483.

#### **ARTICLE 35: SMOKE-FREE BUILDING**

The parties hereby agree that the Metro Center Building is a smoke-free area in which smoking is not permitted

**ARTICLE 36: CLOTHING ALLOWANCES**

**A. REM**

It is agreed by the Union and Metro that for Scalehouse Clerks, Hazardous Waste Technicians, and Hazardous Waste Specialists, Metro will, in each year of the Contract, provide the following uniform:

- Five (5) pairs of pants
- Five (5) shirts
- Two (2) sweaters
- One (1) belt
- One (1) pair of shoes
- One (1) winter jacket

The five shirts may be selected from three styles: short sleeve, long sleeve pleated front and long sleeve plain front at the employee's option. Metro will determine the style and color of the uniform; any changes to the style and color of the uniform and reasonable rules concerning the maintenance and wearing of the uniform shall be made at the discretion and direction of the site supervisor. Changes in the uniform rules will be posted with due notice. Metro retains the right to alter, amend or discontinue this practice of providing uniforms at its sole discretion.

Normal wear and tear is expected and any uniforms that are damaged or suffer unusual wear due to the performance of on-the-job duties will, at the discretion and direction of the site supervisor, be replaced by Metro. Uniforms are to be provided for wear during work hours, including travel to and from the job site, and may not be worn at any other time.

Each employee who receives a uniform will be granted \$15 per month to clean and care for the uniform to be paid to each employee once per month.

Employees who have special needs may at their option select different fabric types or sizes to accommodate these needs. If the cost of the special uniforms is higher than the uniform provided by Metro, the employee will pay the difference.

Employees shall promptly deliver all Metro uniform items issued to them in the preceding 12-month period upon termination. Failure to return any uniform items shall result in the replacement cost being assessed against the employee.

**B. Zoo Security**

It is agreed by the Union and Metro that for Security Officers Metro will provide the following items and replace them as stated below. These items will constitute the uniform to be worn while on duty.

**TO BE REPLACED BY METRO EVERY TWELVE (12) MONTHS:**

- Four (4) pairs of trousers (employee's choice of winter or summer weight)

One-Two (1-2) pairs of black shoes (\$70.00 allowance per year)

**TO BE REPLACED BY METRO EVERY TWENTY-FOUR (24) MONTHS:**

- One (1) winter jacket
- One (1) summer windbreaker jacket
- Six (6) shirts (employee's choice of long or short sleeve)
- One (1) winter cap (washable and rainproof)

The items listed above will be of such quality as to remain serviceable for the applicable twelve- or twenty-four-month period, under normal conditions. Items damaged in the line of duty will be repaired or replaced by Metro. There will be an annual dry-cleaning allowance of \$15.00 to clean the winter jacket. There will be a monthly allowance of \$15.00 for laundering and maintenance of the other uniform pieces. Both uniform allowances will be paid to each security officer by Metro. It will be the responsibility of each security officer to care for the equipment, to keep uniforms neat, clean, relatively wrinkle-free, and maintain good personal hygiene; all in keeping with the portrayal of a positive Metro Washington Park Zoo representative. Security Officers will be responsible for purchasing the shoes and Metro will reimburse them after being presented with receipt of purchase. Security Officers may combine two years worth of the \$70.00 per year shoe allowance in order to purchase a shoe of better quality.

The following uniform equipment will be provided to each security officer by Metro and, with average wear and tear, be replaced by Metro as needed.

- One (1) officer notebook and case
- One (1) nylon duty belt
- One (1) badge
- One (1) nameplate
- One (1) mini-maglite flashlight and holster
- One (1) glove pac (for minor first aid)
- One (1) CPR mask
- One (1) security office access key
- Ten (10) shoulder patches
- One (1) flashlight holder
- One (1) key ring holder with protector

C. For both REM and Zoo employees, the \$15 monthly allowance for laundering and maintenance shall be increased on July 1, 1997 and July 1, 1998 by 100% of National CPI-W (1982-84 = 100), measured from March to March of the preceding year.

**ARTICLE 37: TERM OF AGREEMENT**

This Agreement shall remain in full force and effect from July 1, 1999, to June 30, 2002. Either party may give written notice sixty (60) days prior to the expiration of the Agreement of its intention to renegotiate the terms and provisions of this Agreement.



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**SIGNATURE PAGE**

**METRO**

By: \_\_\_\_\_  
Mike Burton  
Executive Officer

Date:

**METRO NEGOTIATING TEAM;**

By: \_\_\_\_\_  
Tanya Collier

Date:

By: \_\_\_\_\_  
Ruth Scott

Date:

By: \_\_\_\_\_  
Casey Short

Date:

By: \_\_\_\_\_  
Penny Erickson

Date:

By: \_\_\_\_\_  
Roger Yerke

Date:

**AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES  
LOCAL NO. 3580**

**AFSCME NEGOTIATING TEAM:**

By: \_\_\_\_\_  
Yvonne Martinez

Date:

By: \_\_\_\_\_  
Cathy Thomas

Date:

By: \_\_\_\_\_  
Ron Sarver

Date:

By: \_\_\_\_\_  
Terese Mitchell

Date:

By: \_\_\_\_\_  
Steve Perone

Date:

By: \_\_\_\_\_  
Denise Hays

Date:

June 18, 1999

LETTER OF AGREEMENT

The Agency agrees to evaluate the classification specifications of Graphics/Exhibits Designer; Assistant, Associate, Senior and Principal Solid Waste Planner; Assistant, Associate, Senior and Principal Transportation-Regional Planner; Hazardous Waste Technician series; and, Real Estate Negotiator. The evaluation is for the purpose of determining both market and internal equity.

In the event the Union disagrees with the classification recommendations of the Human Resources Department they may refer the classifications to a Board of Adjustment which shall be convened to hear the matter.

The Board of Adjustment shall consist of two members designated by the Union, two members designated by the Employer and the final member being agreed upon by the Union and Employer members./ Members of the Board of Adjustment designated by the Employer or the Union shall not be from the [department(s)] Agency or Local 3580 involved. The Board of Adjustment shall convene within twenty (20) calendar days following referral of the classification to hear evidence submitted by the Union and the Employer.

The Board of Adjustment shall decide the issue by majority vote of its members within three (3) working days following the hearing. The decision of the Board of Adjustment shall be final and binding on all parties.

American Federation of State, County and Municipal Employees  
Local 3580

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Yvonne Martínez

Metro

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Judy Gregory

Date \_\_\_\_\_

**APPENDIX A: LETTER OF AGREEMENT REGARDING TELECOMMUTING**

The parties hereby agree to the terms of Executive Order No. 52 regarding telecommuting, a copy of which is attached.

**METRO NEGOTIATING TEAM:**

**AFSCME NEGOTIATING TEAM:**

By: \_\_\_\_\_  
Judy Gregory  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Yvonne Martinez  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mark B. Williams  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Cathy Thomas  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Gail McKenzie  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Ron Sarver  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Terry Petersen  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Denise Hays  
Date: \_\_\_\_\_



**APPENDIX B: LETTER OF AGREEMENT REGARDING LABOR/MANAGEMENT COMMITTEES**

To improve communications and further each party's commitment to solving problems and improving relations, the parties agree to create, on a pilot basis, joint labor/management committees within Metro, as further agreed between the parties.

Each committee will consist of three (3) employee members appointed by the Union and three (3) members of management. Employees appointed by the Union will be in pay status during the time spent in committee meetings. Time spent in committee meetings shall neither be charged to leave credits nor considered as overtime worked.

The committees will use the interest-based problem solving method to reach consensus. The parties will share the costs of training of the committee members in interest-based problem solving.

It is understood by the parties that the committees shall be on a "meet and confer" basis only and shall not have the authority to negotiate amendments to this Agreement or other mandatory or permissive subjects of bargaining. Matters which may require a letter of agreement shall not be implemented until such Letter of Agreement has been signed by the Human Resources Director and the AFSCME Council Representative. It is the intention of the parties to discuss workload issues and the institution of direct deposit in the labor/management committee forum.

Matters which should be resolved through the grievance and arbitration procedure shall be handled pursuant to that procedure. Disciplinary actions shall not be discussed by the committees.

At the conclusion of the term of this contract, the parties will discuss the concept of labor/management committees and whether they should be modified, continued or discontinued.

**METRO NEGOTIATING TEAM:**

By: \_\_\_\_\_  
Judy Gregory

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

By: \_\_\_\_\_  
Mark B. Williams

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

By: \_\_\_\_\_  
Gail McKenzie

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

By: \_\_\_\_\_  
Terry Petersen

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

**AFSCME NEGOTIATING TEAM:**

By: \_\_\_\_\_  
Yvonne Martinez

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

By: \_\_\_\_\_  
Cathy Thomas

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

By: \_\_\_\_\_  
Ron Sarver

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

By: \_\_\_\_\_  
Denise Hays

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

**APPENDIX C: LETTER OF AGREEMENT REGARDING TDM PROGRAM**

The parties agree to extend the applicable Transportation Demand Management Program to off-site facilities, with the exception of the Zoo, on a pilot basis. On the effective date of the institution of fee for parking only at the Zoo, all of the following provisions shall apply. The off-site program will consist of the following:

Metro Trans Token:

\$20 worth of bus tickets (redeemable at the Metro Regional Center) or \$20 applied to a monthly pass if employees use transit as the primary mode to get to work 80% of the month.

Bicycle/Walk Certificate:

\$20 certificate for merchandise at selected vendors for those employees who bicycle or walk from home to work 80% of the month.

Combination:

Employees who use a combination of transit, bike, or walking as the primary mode to get to work 80% of the month can choose between the trans token or the bicycle/walk certificate.

Carpooling:

If and when an off-site facility, except the Zoo, charges a fee for parking, employees who certify they are carpooling with one or more licensed driver(s) and park at a Metro facility, will be eligible for a reduced parking rate of \$10 per month for each person in the carpool.

Guaranteed Ride Home:

For employees who carpool, use transit, walk or bike to work, Metro will pay for a taxi ride home if the need arises to leave work unexpectedly or stay late due to job demands or an emergency. A voucher will be available at each work site for this use.

Others:

For the duration of this Agreement, every attempt will be made to extend any new TDM elements to off-site employees, except the Zoo.

Zoo:

AFSCME Local 3580 employees are eligible for the Zoo's TDM program.

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METRO NEGOTIATING TEAM:

By: \_\_\_\_\_  
Judy Gregory  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mark B. Williams  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Gail McKenzie  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Terry Petersen  
Date: \_\_\_\_\_

AFSCME NEGOTIATING TEAM:

By: \_\_\_\_\_  
Yvonne Martinez  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Cathy Thomas  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Ron Sarver  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Denise Hays  
Date: \_\_\_\_\_

**APPENDIX D: LETTER OF AGREEMENT FOR ONE-YEAR PILOT PROGRAM REGARDING IMPLEMENTATION OF ARTICLE 24, UNION RIGHTS**

The parties agree on the following one-year pilot program regarding implementation of Article 24, Union Rights:

1. This pilot program shall be in effect during the first year of the 1996-1999 collective bargaining agreement, and thereafter unless terminated as provided herein. Either party may terminate this agreement at any time after June 30, 1997, by giving the other party thirty (30) days written notice of their intent to terminate. In the event that this pilot program is terminated, the parties agree to meet to bargain towards a successor provision to this pilot program, according to the laws governing interim bargaining. This pilot program shall remain in effect during the period of negotiations for a successor provision.
2. No more than twelve (12) bargaining unit employees shall be allowed to investigate and process grievances on paid status during working hours. The Union shall certify a list of such employees to Metro, and shall keep such list current at all times. Of the twelve (12) employees so certified, one may be designated by the Union as the Chief Steward. All employees investigating and processing grievances during working hours on paid status must notify their supervisor prior to engaging in such activity, and must record such time on their time sheets as "Union Activity"; however, no reference to any specific grievance or grievant shall be required. Union Activity on paid status during working hours shall not exceed forty-eight (48) hours per fiscal year per employee, except in the case of the Chief Steward, who shall not exceed one hundred and twenty (120) hours per fiscal year.
3. Bargaining unit employees may additionally request leave without pay to perform Union Activity during working hours. Metro shall not deny such requests for arbitrary and capricious reasons.
4. The time limitations contained in this Letter of Agreement shall not apply to (a) service by bargaining unit members on joint labor/management committees or (b) any activity taking place at Metro's request.

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**Exhibit A: Pay Plan**

**REPRESENTED BY THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3580**

**7/1/99 - 06/30/2000: Pay Plan  
Across the board 2.5% increase**

<b>Salary Range</b>	<b>1st Step</b>	<b>2nd Step</b>	<b>3rd Step</b>	<b>4th Step</b>	<b>5th Step</b>	<b>6th Step</b>	<b>7th Step</b>
1	8.30	8.72	9.15	9.62	10.10	10.61	11.14
2	8.72	9.15	9.62	10.10	10.61	11.14	11.70
3	9.15	9.62	10.10	10.61	11.14	11.70	12.29
4	9.62	10.10	10.61	11.14	11.70	12.29	12.89
5	10.10	10.61	11.14	11.70	12.29	12.89	13.54
6	10.61	11.14	11.70	12.29	12.89	13.54	14.23
7	11.14	11.70	12.29	12.89	13.54	14.23	14.93
8	11.70	12.29	12.89	13.54	14.23	14.93	15.67
9	12.29	12.89	13.54	14.23	14.93	15.67	16.46
10	12.89	13.54	14.23	14.93	15.67	16.46	17.28
11	13.54	14.23	14.93	15.67	16.46	17.28	18.14
12	14.23	14.93	15.67	16.46	17.28	18.14	19.07
13	14.93	15.67	16.46	17.28	18.14	19.07	20.01
14	15.67	16.46	17.28	18.14	19.07	20.01	21.01
15	16.46	17.28	18.14	19.07	20.01	21.01	22.07
16	17.28	18.14	19.07	20.01	21.01	22.07	23.17
17	18.14	19.07	20.01	21.01	22.07	23.17	24.33
18	19.07	20.01	21.01	22.07	23.17	24.33	25.54
19	20.01	21.01	22.07	23.17	24.33	25.54	26.82
20	21.01	22.07	23.17	24.33	25.54	26.82	28.16

## STAFF REPORT

### RESOLUTION NO. 99-2814, FOR THE PURPOSE OF RATIFYING THE AFSCME LOCAL 3580 COLLECTIVE BARGAINING AGREEMENT

---

Date: July 1, 1999

Presented by: Judy Gregory  
Tanya Collier

#### **Background:**

The AFSCME Local 3580 Contract expires on June 30, 1999. The Union submitted a timely request to bargain a successor agreement. Negotiations began on May 12, 1999 and were concluded on June 17, 1999, when Metro and AFSCME, Local 3580 reached a tentative agreement on a three-year successor agreement.

**Fiscal Impact:** Costs for current fiscal year 99-00 are consistent with the adopted budget figures.

#### Wages:

- Wages are increased by 2.5% for 1999-2000. Salary increases July 1, 2000 and July 1, 2001 will be in accordance with the Portland-Salem, OR-WA Consumer Price index all Urban Consumers (CPI-U) 1982-84 = 100) measured on the average annual year to year change. The increases shall not be less than two percent (2%) or more than four percent (4%).
- Metro Human Resources Department will immediately evaluate the classification specifications of Graphics/Exhibits Designer; Assistant, Associate, Senior and Principal Solid Waste Planner; Assistant, Associate, Senior and Principal Transportation-Regional Planner; Hazardous Waste Technician series; and, Real Estate Negotiator.
- Metro Human Resources Department will begin an evaluation of the remaining AFSCME classifications as soon as practicable after July 1, 2000.

#### Salary Administration

In order to recruit and retain employees, particularly in hard-to-fill classifications, Metro may advance employees to higher levels of the salary range or advance employees more rapidly through the steps.

### Health and Welfare Benefits

- Metro will provide medical, dental and vision insurance through an HMO or indemnity carrier. Effective July 1, 1999, Metro will contribute the full amount per employee per month, \$462.00. Effective July 1, 2000, Metro will contribute \$485.00. Effective July 1, 2001, Metro will contribute \$509.00 per month.
- As of July 1, 1999 non-prorated insurance benefits will only be available to employees who work 32 hours a week or more. Pro-rated insurance will be based on hours worked using 40 hours as the denominator.
- As of July 1, 2000 the Kaiser HMO co-pays will increase from \$2.00 per visit and \$1.00 per prescription to \$5.00 per visit and \$5.00 per prescription.

### Shift Differential

- Shift differentials paid for working evenings and nights and will be increased by 20 cents July 1, 1999, 20 cents July 1, 2000 and 10 cents July 1, 2001.
- The pilot program instituted in the previous contract that sanctioned weekend differentials for REM employees will be incorporated in the contract. Weekend differentials will be increased 20 cents an hour on July 1, 1999 and July 1, 2000 and 10 cents an hour on July 1, 2001.

### Bereavement Leave

Eligibility for 3 days bereavement leave is extended to domestic partners.

### Recommendation:

This contract is consistent with the comparable labor market, is consistent with the adopted budget figures for fiscal year 1999-2000, and will maintain a stable labor relations environment with AFSCME, Local 3580 for a three-year period from July 1, 1999 to June 30, 2002. It is therefore recommended by the Executive Officer that Resolution No. 99-2814 be approved.

EXECUTIVE ORDER NO. 52

EFFECTIVE DATE: December 16, 1994

SUBJECT: TELECOMMUTING

**Definition:** Telecommuting is defined as transportation and work alternatives that substitute home-to-work commuting with working at home or at satellite work locations as authorized by a supervisor.

**Policy Statement:** Metro supports authorized telecommuting by employees to reduce energy used in transportation, to decrease traffic congestion, to improve air quality, and to improve the environment.

This policy addresses telecommuting on a part-time basis, generally one to two days per week or for special projects as assigned. It does not set conditions for home-based employees, whose primary place of business is their home.

Telecommuting does not include temporary work at home due to specific employee situations such as child care, recovering from an illness or caring for an ill family member. Such situations should be arranged between the employee and his/her supervisor. This policy will comply with all applicable provisions of the Americans With Disabilities Act (ADA).

**CONDITIONS:** To ensure an effective, productive telecommuting program, Metro establishes the following policies:

**A. GENERAL**

1. Professionalism in terms of job responsibilities, work products, and customer or public contact will continue to follow the same high standards as currently are being met by Metro staff.
2. Metro is committed to the telecommuting program and will enhance network access from remote locations. However, current system constraints may not guarantee modem access to the system.
3. Telecommuting is not suitable for all employees and/or positions. Any employee who wants to telecommute must discuss the request with his/her supervisor. The supervisor will make the final decision about telecommuting and suitability. A supervisor may terminate an authorized telecommuting situation at any time.



4. To be eligible to participate, an employee must have completed the probationary period in his/her current position. Employee participation in Metro's telecommuting program is voluntary.
5. Telecommuters must be self-motivated, have minimal requirements for face-to-face daily supervision, and must be conscientious about work time and productivity.
6. Employee salary/wages, benefits, and employer-sponsored insurance coverage will not change as a result of telecommuting.
7. A telecommuting employee's conditions of employment remain the same as for non-telecommuting employees.
8. Telecommuting is not a substitute for child care. Telecommuters shall make appropriate child care arrangements during the agreed-upon telecommuting work hours.
9. Trips between the employee's home and primary work location are not reimbursable.
10. While telecommuting, the employee should be reachable by telephone, fax, network access, or E-Mail during agreed-upon work hours. The employee and supervisor will agree on how to handle phone messages, including the feasibility of call forwarding, voice-mail, frequency of checking phone messages, and feasibility of having a home phone answering machine.
11. More specific conditions relating to the employee's telecommuting are detailed in the Telecommuting Agreement (Attachment 1), which must be filled out by the employee and his/her supervisor prior to the start of telecommuting.

## **B. HOME OFFICE**

1. A designated home work space shall be maintained by the telecommuter that is quiet, free of distractions and kept in a clean, professional and safe condition, with adequate lighting and ventilation.
2. Since the employee's home work space is an extension of Metro work space, Metro's liability for job-related accidents or injuries will continue to exist during the approved work schedule and in the employee's designated work location. To ensure that safe working conditions exist, Metro retains the right to make on-site inspections of the home work space at mutually agreed upon times.

3. A consistent schedule of telecommuting work days and hours is desirable for many jobs to ensure regular and predictable contact with Metro staff and others. For some positions, more flexibility in work hours and days is feasible. A specific work schedule will be stated in the Telecommuting Agreement and must be authorized by the supervisor.

### C. SUPPLIES AND EQUIPMENT

1. Office supplies will be provided by the employee's department. Out-of-pocket expenses for supplies normally available in the department will not be reimbursed.
2. Metro will not provide office furniture for telecommuters.
3. The following conditions shall apply to use of computers, software and other equipment:
  - a. In most instances, the telecommuter will provide his/her own equipment. Use of Metro equipment will be decided by the supervisor. Metro equipment in the home office may not be used for personal purposes.
  - b. Metro-owned software shall not be duplicated.
  - c. The telecommuter and supervisor will comply with the Using Business Software Home Directive in the Computer Handbook published by ISD.
  - d. The home computer must be plugged into a surge protector and have current virus protection maintained on it.
  - e. Restricted-access materials shall not be taken out to the office or accessed through the computer unless approved in advance by the supervisor.
  - f. Unless otherwise agreed to in writing prior to any loss, damage, or wear, Metro does not assume liability for loss, damage, or wear of employee-owned equipment.



\_\_\_\_\_  
Rena Cusma, Executive Officer

\_\_\_\_\_  
Dated

12/16/94

Attachment A

Executive Order No.: 52 \_\_\_\_\_

**METRO TELECOMMUTING AGREEMENT**

THESE CONDITIONS FOR TELECOMMUTING ARE AGREED UPON BY THE EMPLOYEE AND SUPERVISOR:

1. The employee agrees to work at the following location (please describe designated work area, e.g. home office, isolated section of the living room, etc.):

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2. The employee's usual telecommuting work hours will be:

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3. The following are typical assignments to be worked on by the employee at the remote work location:

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4. Business telephone calls, including long distance telephone calls between the employee's home and primary office, made from the home will be paid as follows (e.g. Department credit card; employee reimbursement, etc.):

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5. The decision whether to install a telephone line to the home for a personal computer will be made between the supervisor and employee. If such a line is installed, the expenses will be handled as follows:

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6. Data calls made from the home with a personal computer will be reimbursed as follows:

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7. The following equipment will be used by the employee in the remote work location (please specify whether equipment is Metro or employee owned):

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8. Employee agrees to call the office to obtain messages at least \_\_\_\_ times per day while working at home. Employee (agrees) (does not agree) to have a home answering machine, paid for by the employee, for messages. (Write in the specific agreement for phone availability of the employee): \_\_\_\_\_

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9. Employee agrees to participate in Metro-provided telecommuting training.

10. Employee agrees to participate in Transportation Planning's evaluation of telecommuting including mileage logs and completion of questionnaires and other surveys.

11. Employee agrees to allow Metro to inspect the employee's designated work location at mutually agreed upon times to ensure that safe working conditions exist.

12. Additional conditions agreed upon by the telecommuting employee and the supervisor are as follows (e.g. child care arrangements, need of employee to attend meetings as necessary, etc):

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This Agreement is subject to cancellation by the supervisor at any time as stated in the Telecommuting Executive Order No. 52.

I have read and understand Metro's telecommuting policies and agree to the conditions detailed.

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

Employee Signature: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_

Department Director: \_\_\_\_\_

cc. Employee's Personnel File

**APPENDIX B: LETTER OF AGREEMENT REGARDING LABOR/MANAGEMENT COMMITTEES**

To improve communications and further each party's commitment to solving problems and improving relations, the parties agree to create, on a pilot basis, joint labor/management committees within Metro, as further agreed between the parties.

Each committee will consist of three (3) employee members appointed by the Union and three (3) members of management. Employees appointed by the Union will be in pay status during the time spent in committee meetings. Time spent in committee meetings shall neither be charged to leave credits nor considered as overtime worked.

The committees will use the interest-based problem solving method to reach consensus. The parties will share the costs of training of the committee members in interest-based problem solving.

It is understood by the parties that the committees shall be on a "meet and confer" basis only and shall not have the authority to negotiate amendments to this Agreement or other mandatory or permissive subjects of bargaining. Matters which may require a letter of agreement shall not be implemented until such Letter of Agreement has been signed by the Human Resources Director and the AFSCME Council Representative. It is the intention of the parties to discuss workload issues and the institution of direct deposit in the labor/management committee forum.

Matters which should be resolved through the grievance and arbitration procedure shall be handled pursuant to that procedure. Disciplinary actions shall not be discussed by the committees.

At the conclusion of the term of this contract, the parties will discuss the concept of labor/management committees and whether they should be modified, continued or discontinued.

**METRO NEGOTIATING TEAM:**

By: Judy Gregory  
Judy Gregory

Date: 8-15-96

By: Mark B. Williams  
Mark B. Williams

Date: 7/26/96

By: Gail McKenzie  
Gail McKenzie

Date: 8-15-96

By: Terry Petersen  
Terry Petersen

Date: 8/15/96

**AFSCME NEGOTIATING TEAM:**

By: Yvonne Martinez  
Yvonne Martinez

Date: 8/15/96

By: Cathy Thomas  
Cathy Thomas

Date: 8/15/96

By: Ron Sarver  
Ron Sarver

Date: 8-15-96

By: Denise Hays  
Denise Hays

Date: 8-15-96

**APPENDIX C: LETTER OF AGREEMENT REGARDING TDM PROGRAM**

The parties agree to extend the applicable Transportation Demand Management Program to off-site facilities, with the exception of the Zoo, on a pilot basis. On the effective date of the institution of fee for parking only at the Zoo, all of the following provisions shall apply. The off-site program will consist of the following:

Metro Trans Token:

\$20 worth of bus tickets (redeemable at the Metro Regional Center) or \$20 applied to a monthly pass if employees use transit as the primary mode to get to work 80% of the month.

Bicycle/Walk Certificate:

\$20 certificate for merchandise at selected vendors for those employees who bicycle or walk from home to work 80% of the month.

Combination:

Employees who use a combination of transit, bike, or walking as the primary mode to get to work 80% of the month can choose between the trans token or the bicycle/walk certificate.

Carpooling:

If and when an off-site facility, except the Zoo, charges a fee for parking, employees who certify they are carpooling with one or more licensed driver(s) and park at a Metro facility, will be eligible for a reduced parking rate of \$10 per month for each person in the carpool.

Guaranteed Ride Home:

For employees who carpool, use transit, walk or bike to work, Metro will pay for a taxi ride home if the need arises to leave work unexpectedly or stay late due to job demands or an emergency. A voucher will be available at each work site for this use.

Others:

For the duration of this Agreement, every attempt will be made to extend any new TDM elements to off-site employees, except the Zoo.

Zoo:

AFSCME Local 3580 employees are eligible for the Zoo's TDM program.

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METRO NEGOTIATING TEAM:

By: Judy Gregory  
Judy Gregory  
Date: 8-15-96

By: Mark B. Williams  
Mark B. Williams  
Date: 8/20/96

By: Gail McKenzie  
Gail McKenzie  
Date: 8-15-96

By: Terry Petersen  
Terry Petersen  
Date: 8/15/96

AFSCME NEGOTIATING TEAM:

By: Yvonne Martinez  
Yvonne Martinez  
Date: 8/15/96

By: Cathy Thomas  
Cathy Thomas  
Date: 8/15/96

By: Ron Sarver  
Ron Sarver  
Date: 8-15-96

By: Denise Hays  
Denise Hays  
Date: 8-15-96

**APPENDIX D: LETTER OF AGREEMENT FOR ONE-YEAR PILOT PROGRAM REGARDING IMPLEMENTATION OF ARTICLE 24, UNION RIGHTS**

The parties agree on the following one-year pilot program regarding implementation of Article 24, Union Rights:

1. This pilot program shall be in effect during the first year of the 1996-1999 collective bargaining agreement, and thereafter unless terminated as provided herein. Either party may terminate this agreement at any time after June 30, 1997, by giving the other party thirty (30) days written notice of their intent to terminate. In the event that this pilot program is terminated, the parties agree to meet to bargain towards a successor provision to this pilot program, according to the laws governing interim bargaining. This pilot program shall remain in effect during the period of negotiations for a successor provision.
2. No more than twelve (12) bargaining unit employees shall be allowed to investigate and process grievances on paid status during working hours. The Union shall certify a list of such employees to Metro, and shall keep such list current at all times. Of the twelve (12) employees so certified, one may be designated by the Union as the Chief Steward. All employees investigating and processing grievances during working hours on paid status must notify their supervisor prior to engaging in such activity, and must record such time on their time sheets as "Union Activity"; however, no reference to any specific grievance or grievant shall be required. Union Activity on paid status during working hours shall not exceed forty-eight (48) hours per fiscal year per employee, except in the case of the Chief Steward, who shall not exceed one hundred and twenty (120) hours per fiscal year.
3. Bargaining unit employees may additionally request leave without pay to perform Union Activity during working hours. Metro shall not deny such requests for arbitrary and capricious reasons.
4. The time limitations contained in this Letter of Agreement shall not apply to (a) service by bargaining unit members on joint labor/management committees or (b) any activity taking place at Metro's request.

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METRO NEGOTIATING TEAM:

By: Judy Gregory  
Judy Gregory  
Date: 7-17-96

By: Mark B. Williams  
Mark B. Williams  
Date: 7/17/96

By: Gail McKenzie  
Gail McKenzie  
Date: 7-17-96

By: Terry Petersch  
Terry Petersch  
Date: 7/17/96

AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL  
EMPLOYEES LOCAL NO. 3580  
NEGOTIATING TEAM:

By: Yvonne Martincz  
Yvonne Martincz  
Date: 7/15/96

By: Cathy Thomas  
Cathy Thomas  
Date: 7/16/96

By: Ron Sarver  
Ron Sarver  
Date: 7-16-96

By: Denise Hays  
Denise Hays  
Date: 7-16-96

**METRO**  
**AFSCME PAY SCHEDULE**  
**(Monthly and Annual Rate Based on 2,080 Hours Per Year for Exempt Employees)**

Pay Range	Job Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
01N	6012* 6003*	Office Assistant Visitor Services Wkr 3--Regular	8.67	9.10	9.55	10.05	10.54	11.07	11.62
02N			9.10	9.55	10.05	10.54	11.07	11.62	12.20
03N	0037* 0018* 0538*	Accounting Clerk 1 Receptionist Safety/Security Officer 1	9.55	10.05	10.54	11.07	11.62	12.20	12.82
04N			10.05	10.54	11.07	11.62	12.20	12.82	13.46
05N	0364* 0040* 0022* 0625*	Graphics Technician Program Assistant 1 Secretary Word Processing Operator	10.54	11.07	11.62	12.20	12.82	13.46	14.13
06N	0017* 0539* 0013*	Reproduction Clerk Safety/Security Officer 2 Scalehouse Technician	11.07	11.62	12.20	12.82	13.46	14.13	14.83
07N	0038* 0015* 0006* 0330*	Accounting Clerk 2 Building Service Worker Food Service/Retail Specialist Planning Technician	11.62	12.20	12.82	13.46	14.13	14.83	15.58
08N	0021*	Administrative Secretary	12.20	12.82	13.46	14.13	14.83	15.58	16.35
09N	0014* 0626* 0042*	Lead Scalehouse Technician Lead Word Processing Operator Program Assistant 2	12.82	13.46	14.13	14.83	15.58	16.35	17.18
10N	0036* 0005*	Lead Accounting Clerk Storekeeper	13.46	14.13	14.83	15.58	16.35	17.18	18.02
10E	0031	Administrative Assistant	28,095.26	29,514.22	30,976.82	32,526.76	34,142.19	35,866.76	37,634.99
11N	0634* 0016* 0020*	Data Processing Operator Building Services Technician Maintenance/Equipment Operator	14.13	14.83	15.58	16.35	17.18	18.02	18.93
12N	0331* 0329*	Hazardous Waste Technician Management Technician	14.83	15.58	16.35	17.18	18.02	18.93	19.90

\* Non-exempt classification

Employees in this classification are eligible to receive overtime compensation.

Effective: 07/1/1999-06/30/2000

Revised: 06/29/99

COLA - 2.5% (1999)

**METRO**  
**AFSCME PAY SCHEDULE**  
**(Monthly and Annual Rate Based on 2,080 Hours Per Year for Exempt Employees)**

Pay Range	Job Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
12E	0360 0329 0023 0639	Graphics/Exhibit Designer Management Technician Program Coordinator Video/Photography Technician	30,976.82	32,526.76	34,142.19	35,866.76	37,634.99	39,534.20	41,542.56
13N	0633*	Technical Assistant	15.58	16.35	17.18	18.02	18.93	19.90	20.88
14N	0637*	D. P. Technical Specialist	16.35	17.18	18.02	18.93	19.90	20.88	21.92
14E	0640 0333 0338 0354 0348 0268	Assistant Creative Services Specialist Asst Management Analyst Asst Public Affairs Specialist Asst Regional Planner Asst Transportation Planner Volunteer Coordinator	34,142.19	35,866.76	37,634.99	39,534.20	41,542.56	43,594.59	45,777.60
15E	0306 0343 0635	Assistant Engineer Assistant Solid Waste Planner D.P. Operations Analyst	35,866.76	37,634.99	39,534.20	41,542.56	43,594.59	45,777.60	48,091.58
16N	0332*	Hazardous Waste Specialist	18.02	18.93	19.90	20.88	21.92	23.03	24.17
16E	0334 0339 0355 0349 0362 0638 0039	Assoc Management Analyst Assoc Public Affairs Specialist Assoc Regional Planner Assoc Transportation Planner Graphics Coordinator Programmer/Analyst Senior Accountant	37,634.99	39,534.20	41,542.56	43,594.59	45,777.60	48,091.58	50,471.05
17E	0307 0344 0636	Associate Engineer Associate Solid Waste Planner Systems Specialist	39,534.20	41,542.56	43,594.59	45,777.60	48,091.58	50,471.05	53,003.33
18E	0335 0340 0356 0350	Senior Management Analyst Senior Public Affairs Specialist Senior Regional Planner Senior Transportation Planner	41,542.56	43,594.59	45,777.60	48,091.58	50,471.05	53,003.33	55,644.77
19E	0365 0308 0345	Real Estate Negotiator Senior Engineer Senior Solid Waste Planner	43,594.59	45,777.60	48,091.58	50,471.05	53,003.33	55,644.77	58,439.02

\* Non-exempt classification

Employees in this classification are eligible to receive overtime compensation.

Effective: 07/11/1999-06/30/2000

Revised: 06/29/99

COLA - 2.5% (1999)

**METRO**  
**AFSCME PAY SCHEDULE**  
**(Monthly and Annual Rate Based on 2,080 Hours Per Year for Exempt Employees)**

Pay Range	Job Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
20E	0476	Construction Coordinator	45,777.60	48,091.58	50,471.05	53,003.33	55,644.77	58,439.02	61,342.42
	0357	Principal Regional Planner							
	0346	Principal Solid Waste Planner							
	0351	Principal Transportation Planner							

\* Non-exempt classification  
 Employees in this classification are eligible to receive overtime compensation.

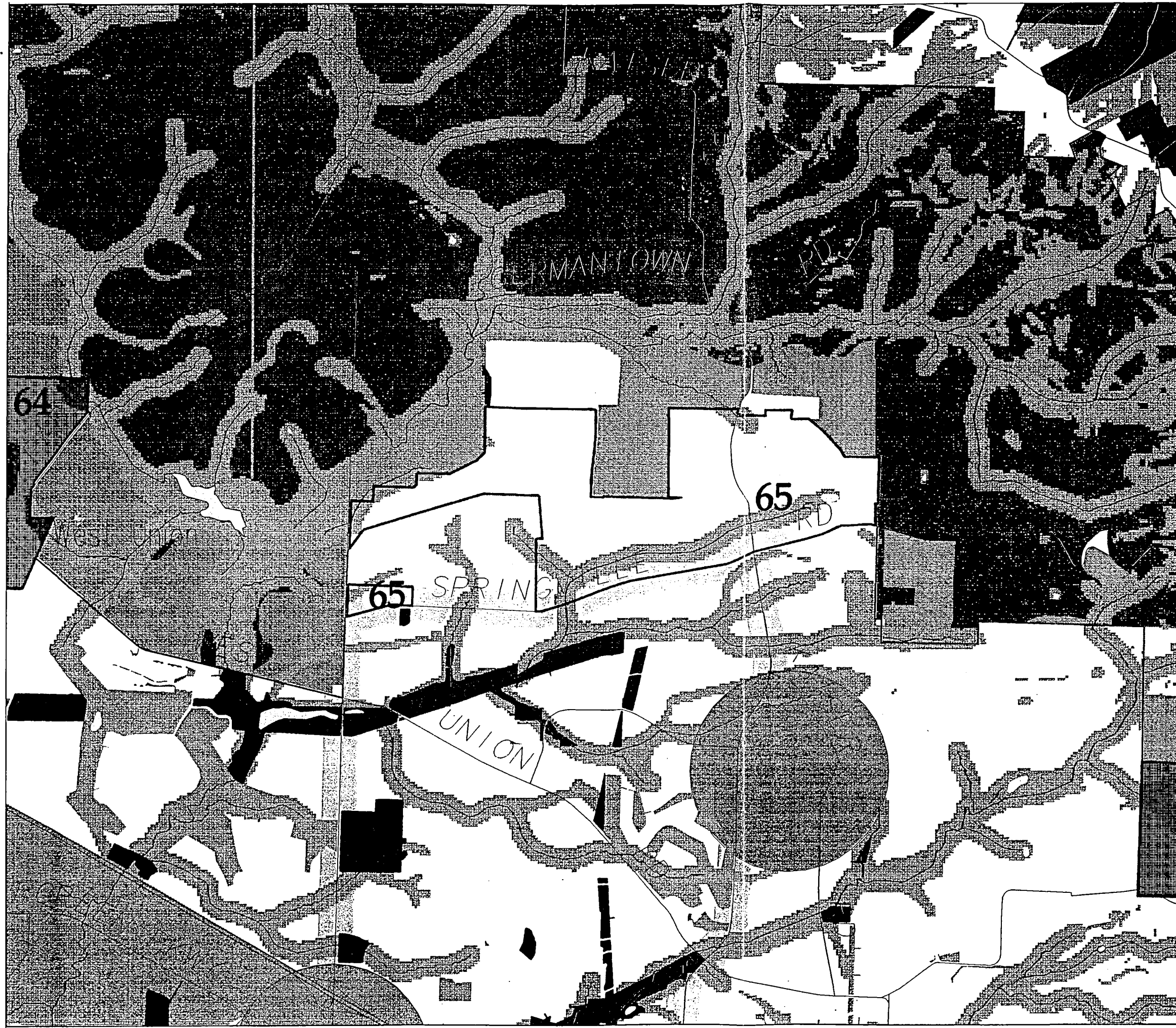
Effective: 07/1/1999-06/30/2000  
 Revised: 06/29/99  
 COLA - 2.5% (1999)

# Designated Urban Reserves

Metro Council 3/6/97  
DRAFT 2040 Design Types  
Index number 15

Exhibit A  
Ordinance 99-812

- Central City
- Regional Centers
- Town Centers
- Inner Neighborhoods
- Outer Neighborhoods
- Employment Areas
- Industrial Areas
- Corridors
- Main Streets
- Proposed Regional Throughways
- Potential Regional Throughways
- Green Corridors
- Planned & Existing Light Rail Lines
- Proposed Light Rail Alignments
- Potential HCT Facilities
- Light Rail Stations
- Potential Light Rail Stations
- International Airports
- Regional Airports
- Terminals
- Intermodal Rail Yards
- Rail Distribution Network
- Exclusive Farm Use
- Exception Land in Urban Reserves
- Resource Land in Urban Reserves
- Urban Reserves not in Legislative Amendment
- Rural Reserves
- Open Space
- Urban Growth Boundary
- Urban Reserve Boundaries
- Areas added to Reserve by Metro Council Ordinance
- Neighboring Cities
- Public Parks



Scale in Feet

0 600 1200 1800 2400

METRO

900 NE Grand Ave, Portland, OR 97232-2728  
Phone 503 797-3742 FAX 503 797-2808  
Email [metro@metroinfo.com](mailto:metro@metroinfo.com)

Location map

The bottom right corner contains a north arrow pointing upwards. Below it is a small inset map titled "Location map" showing the study area's position within a larger regional context, with a small rectangle indicating the area shown in the main map.



ORDINANCE NO. 99-812 EXHIBIT C

FINDINGS AND CONCLUSIONS WILL BE AVAILABLE PRIOR TO  
THE FINAL DECISION

## COPELAND, LANDYE, BENNETT AND WOLF, LLP

ATTORNEYS AT LAW

3500 WELLS FARGO CENTER

1300 S. W. FIFTH AVENUE

PORTLAND, OREGON 97201

(503) 224-4100

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## ALASKA OFFICE

701 WEST EIGHTH AVENUE

SUITE 1200

ANCHORAGE, ALASKA 99501  
(907) 276-5152

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 DAVID S. CASE, P.C.\*  
 MITCHEL R. COHEN, P.C.  
 STUART K. COHEN, P.C.  
 MARK G. COPELAND, P.C.\*\*  
 JAMES S. CRANE, P.C.\*\*  
 DAVID N. GOULDER, P.C.  
 ROBERT B. HOPKINS, P.C.  
 ROBERT H. HUME, JR., INC.\*\*  
 THOMAS M. LANDYE, P.C.

JEFFREY S. MUTNICK  
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 ALISON S. BROWDIE  
 KATHERINE A. DREYFUS\*\*  
 PATRICK S. GALVIN\*  
 KARNA R. GUSTAFSON  
 ROBERT P. OWENS\*\*\*\*  
 DAVID A. VOLUCK\*

June 15, 1999

\*ALASKA STATE BAR

\*\*ALASKA AND OREGON STATE BARS

\*\*\*WASHINGTON AND OREGON STATE BARS

\*\*\*\*ALASKA AND WASHINGTON STATE BARS

ALL OTHERS OREGON STATE BAR ONLY

**DELIVERED VIA MESSENGER**

Mr. Mike Burton  
 Executive Director  
 METRO  
 600 NE Grand Avenue  
 Portland, OR 97232

Mr. Rod Monroe  
 Presiding Officer  
 METRO  
 600 NE Grand Avenue  
 Portland, OR 97232

Re: URSA #65

Dear Messrs. Burton and Monroe:

On December 17, 1998, the Metro Council adopted Resolution No. 98-2726B giving all urban reserves which were the subject of a Resolution of Intent to Incorporate into the Urban Growth Boundary six months (*i.e.*, until June 16, 1999), in which to complete the annexation process into the Metro jurisdictional boundary. As you are probably aware, URSA #65 and all the land encompassed within it was formally annexed to Metro's jurisdictional boundary on May 13, 1999. A copy of the Multnomah County Commission's official Order No. 99-82 is enclosed for your information.

Therefore, on behalf of the owners of the land and electors residing on the land encompassed within URSA #65, I want to notify you that all of the prerequisites for the adoption of an ordinance by Metro incorporating URSA #65 into the Urban Growth Boundary have now been satisfied, including the deadline established by Resolution No. 98-2726B; *i.e.*, notification



COPELAND, LANDYE, BENNETT AND WOLF, LLP

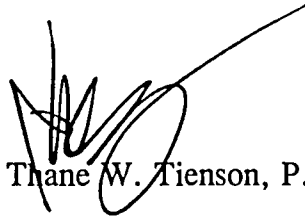
June 15, 1999

Page 2

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that the property encompassed within URSA #65 was received within six months of the date on which the Resolution was adopted by Metro.

Sincerely,

A handwritten signature in black ink, appearing to be 'Thane W. Tienson', with a long horizontal line extending from the top right of the signature.

Thane W. Tienson, P.C.

\*jz

Enclosure

cc: Jeff Bachrach  
Don Guthrie  
Dan Cooper, Metro General Counsel

RECEIVED

JUN 09 1999

RAMIS CREW  
CORRIGAN & BACHRACH, LLP  
ATTORNEYS AT LAW

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ORDER NO. 99-82

Approving the annexation of territory to Metro.

The Multnomah County Board of Commissioners Finds:

- (a) A request for annexation was received pursuant to procedures set forth in ORS 198 and Metro Code 3.09.
- (b) A staff report which addressed factors mandated in the Metro Code was presented to the Board 30 days prior to the hearing as required by the Metro Code.
- (c) A public hearing was held before the Board of County Commissioners on May 13 to determine whether the boundary change was appropriate as required by ORS 198 and whether it met the criteria laid out in the Metro Code.

The Multnomah County Board of Commissioners Orders:

- 1. On the basis of the Findings and Conclusions listed in Exhibit "A", Proposal No. MU-0299 is approved as modified.
- 2. The territory described in Exhibit "B" and depicted on the attached map, be annexed to Metro.
- 3. The staff is directed to file this document with the required parties.

ADOPTED this 13th day of May, 1999.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
Beverly Stein, Chair

Reviewed:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By *Jeffrey B. Litwak*  
Jeffrey B. Litwak, Assistant County Counsel

070199c-02

Portland, OR  
June 30, 1999

Rod Monroe  
Presiding Officer, METRO  
600 N.E. Grand Ave.  
Portland, OR 97232

Re: Ordinance No. 99-807A

Dear Mr. Monroe,

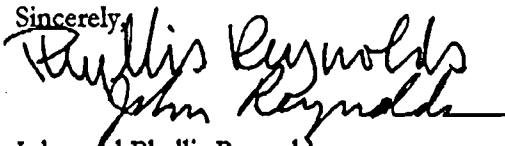
We are writing to urge you to oppose Ordinance No. 99-807A which directs that parking lots at Metro regional facilities be used solely for the benefit of the adjacent facility. We feel that the Ordinance is directed at stopping any consideration of shared parking at the Washington Park MAX station and thus works against the best interests of the neighborhood around the Zoo.

We understand that the parking lot at the Zoo is filled to capacity on summer weekends, on many summer evenings, and is busy on most summer days. However, on most days in the other seasons, the parking lots are almost empty. Because many of us in the neighborhood wish to use MAX, and wish to make good use of the magnificent station, we want METRO to be creative and work out a system by which the neighbors of the Zoo may use the parking lots as a Park and Ride during those times of the year when the lots can be predicted to be almost empty. To insist that there be absolutely no Park and Ride use at any time of the year, as is the present policy, is arbitrary and unfair to those of us in the neighborhood who wish to use MAX and avoid contributing to the traffic load on Highway 26. We in the neighborhood put up with a lot from the summer Zoo activities, including parking on our streets and noise from the concerts. In return, the Zoo and METRO should be responsive to our wishes to be creative in devising a system to let the neighbors use the unused spaces in the parking lots at defined times of the day and of the year.

We and other members of the Sylvan-Highlands Neighborhood Association would be most willing to work with METRO in devising a workable system of sharing the parking at the Washington Park MAX station with the Zoo and patrons of the Forestry Center. Please give us a chance to come up with a creative solution.

Thank you for your consideration.

Sincerely,



John and Phyllis Reynolds  
4471 S.W. Fairview Circus  
Portland, OR 97221



The Sylvan-Highlands Neighborhood Association  
c/o Neighbors West/Northwest  
1819 N.W. Everett Street, No. 205  
Portland, OR 97209

070199c-03

June 25, 1999

Presiding Officer Rod Monroe  
600 N.E. Grand Avenue  
Portland, OR 97232

RE: Ordinance No. 99-807A

Dear Presiding Officer Monroe:

The Sylvan-Highlands Neighborhood Association (SHNA) represents that part of our region from Washington Park to Washington County and from Burnside to the Sunset Highway. No other neighborhood is affected by the operations of the Oregon Zoo as much as Sylvan-Highlands. Indeed, the zoo overflow lot and shuttle busses operate in the heart of our neighborhood. As such, Sylvan-Highlands has the greatest stake in the success of the zoo's transportation issues and the deepest interest in the development of a *Good Neighbor Policy*. Sylvan-Highlanders have devoted thousands of hours of volunteer time over the past decade and have endured years of blasting, dirt, and noise to help build these West Hills roads and rails.

At our General Membership meeting held in December 1998, the concept of shared parking was overwhelmingly supported. At our May 1999 meeting, our determination to pursue a good neighbor use parking lot policy was endorsed by nine out of ten neighbors. Therefore, the SHNA Executive Committee voted at today's meeting to oppose the above referenced ordinance in its current form. Respectfully, we ask you to do the same. We support the efforts of the Arlington Heights Neighborhood Association to adopt a policy that fosters the use of light rail; makes efficient use of scarce public infrastructure; and encourages regional facilities to be good neighbors. These are Oregon values that Metro has long supported.

In community service,

The Sylvan-Highlands Neighborhood Association Executive Committee

Jim Ivancie, President  
Sally Kneuen, Co-Secretary  
Dave Malcolm, Vice President

Mike Sublett, Past President  
Sarah Harrington, Co-Secretary  
Greg Flinders, Land Use Chair