

A G E N D A

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METRO

Agenda

MEETING: METRO COUNCIL REGULAR MEETING
DATE: November 30, 2006
DAY: Thursday
TIME: 2:00 PM
PLACE: Metro Council Chamber

CALL TO ORDER AND ROLL CALL

1. INTRODUCTIONS

2. CITIZEN COMMUNICATIONS

3. CONSENT AGENDA

- 3.1 Consideration of Minutes for the November 16, 2006 Metro Council Regular Meeting.
- 3.2 **Resolution No. 06-3740**, For the Purpose of Confirming the Council President's Appointment of Janice Marquis to the Metropolitan Exposition Recreation Commission.
- 3.3 **Resolution No. 06-3743**, Authorizing the Chief Operating Officer to Renew a Non-System License to Waste Management of Oregon Inc. for Delivery of Solid Waste from the Troutdale Transfer Station to the Columbia Ridge Landfill and the Riverbend Landfill.
- 3.4 **Resolution No. 06-3741**, For the Purpose of Entering into a Grave Purchase Agreement with Havurah Shalom for the Bulk Sale of Graves at Metro's Jones Pioneer Cemetery.

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

- 4.1 **Resolution No. 06-3744**, For the Purpose of Ratifying the Collective Bargaining Agreement between Laborers International Union (LIUNA) Local 483 and Metro from July 1, 2006 to June 30, 2010. Hosticka

**5. EXECUTIVE SESSION HELD PURSUANT TO ORS 192.660(1)(e),
DELIBERATIONS WITH PERSONS DESIGNATED TO NEGOTIATE
REAL PROPERTY TRANSACTIONS.**

5.1 **Resolution No. 06-3747**, For the Purpose of Authorizing the Chief Operating Officer to Enter into an Agreement to Purchase Property in the Forest Park Target Area under the 2006 Natural Areas Bond Measure and the Open Spaces Implementation Work Plan. Burkholder

6. CHIEF OPERATING OFFICER COMMUNICATION

7. COUNCILOR COMMUNICATION

ADJOURN

Television schedule for November 30, 2006 Metro Council meeting

<p>Clackamas, Multnomah and Washington counties, and Vancouver, Wash. Channel 11 -- Community Access Network www.tvctv.org -- (503) 629-8534 2 p.m. Thursday, Nov. 30 (live)</p>	<p>Portland Channel 30 (CityNet 30) -- Portland Community Media www.pcmv.org -- (503) 288-1515 8:30 p.m. Sunday, Dec. 3 2 p.m. Monday, Dec. 4</p>
<p>Gresham Channel 30 -- MCTV www.mctv.org -- (503) 491-7636 2 p.m. Monday, Dec. 4</p>	<p>Washington County Channel 30 -- TVC-TV www.tvctv.org -- (503) 629-8534 11 p.m. Saturday, Dec. 2 11 p.m. Sunday, Dec. 3 6 a.m. Tuesday, Dec. 5 4 p.m. Wednesday, Dec. 6</p>
<p>Oregon City, Gladstone Channel 28 -- Willamette Falls Television www.wftvaccess.com -- (503) 650-0275 Call or visit website for program times.</p>	<p>West Linn Channel 30 -- Willamette Falls Television www.wftvaccess.com -- (503) 650-0275 Call or visit website for program times.</p>

PLEASE NOTE: Show times are tentative and in some cases the entire meeting may not be shown due to length. Call or check your community access station web site to confirm program times.

Agenda items may not be considered in the exact order. For questions about the agenda, call Clerk of the Council, Chris Billington, (503) 797-1542. Public hearings are held on all ordinances second read and on resolutions upon request of the public. Documents for the record must be submitted to the Clerk of the Council to be considered included in the decision record. Documents can be submitted by e-mail, fax or mail or in person to the Clerk of the Council. For additional information about testifying before the Metro Council please go to the Metro website www.metro-region.org and click on public comment opportunities. For assistance per the American Disabilities Act (ADA), dial TDD 797-1804 or 797-1540 (Council Office).

MINUTES OF THE METRO COUNCIL MEETING

Thursday, November 16, 2006
Metro Council Chamber

Councilors Present: Carl Hosticka (Deputy Council President), Susan McLain, Robert Liberty, Rex Burkholder, Rod Park, Brian Newman

Councilors Absent: David Bragdon (excused)

Deputy Council President Hosticka convened the Regular Council Meeting at 2:03 p.m.

1. INTRODUCTIONS

There were none.

2. CITIZEN COMMUNICATIONS

There were none.

3. CONSENT AGENDA

3.1 Consideration of minutes of the November 9, 2006 Regular Council Meeting.

3.2 **Resolution No. 06-3739**, For the Purpose of Confirming the Reappointment of Wayne Luscombe and Rick Sandstrom to Metro Central Station Community Enhancement Committee.

Motion:

Councilor Park moved to adopt the meeting minutes of the November 9, 2006 Regular Metro Council and Resolution No. 06-3739.

Vote:

Councilors Burkholder, McLain, Liberty, Park, Newman, and Deputy Council President Hosticka voted in support of the motion. The vote was 6 aye, the motion passed.
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4. ORDINANCES – FIRST READING

4.1 **Ordinance No. 06-1129**, For the Purpose of Amending the Regional Framework Plan to Revise Metro Policies on Housing Choice and Affordable Housing and Amending Metro Code Sections 3.07.710 through 3.07.760 to Implement the New Policies.

Deputy Council President Hosticka assigned Ordinance No. 06-1129 to Council. Councilor McLain added her comments about the ordinance and the housing committee.

5. RESOLUTIONS

5.1 **Resolution No. 06-3712**, For the Purpose of Amending the 2006-09 Metropolitan Transportation Improvement Program (MTIP) to Add 172nd Avenue: Foster Road to Sunnyside Road Project and Transfer Funds from the 172nd Avenue: Sunnyside Road to Highway 212 Project.

Motion:	Councilor Burkholder moved to adopt Resolution No. 06-3712.
Seconded:	Councilor Park seconded the motion

Councilor Burkholder said this was a shift in funding from one project to another. He explained the new project. Councilor Liberty asked about the differences between the two projects and scoring on the project. Councilor Burkholder further explained the switch of dollars for the project. Councilor Liberty asked other clarifying questions. Councilor Burkholder talked about the rankings of the project. He indicated that Joint Policy Advisory Committee on Transportation (JPACT) had discussed the project and they recommended approval. Councilor Park said he understood Councilor Liberty's concerns.

Vote:

Councilors Burkholder, McLain, Park, Newman, and Deputy Council President Hosticka voted in support of the motion. The vote was 5 aye, the motion passed with Councilor Liberty abstaining from the vote.

6. CHIEF OPERATING OFFICER COMMUNICATION

Michael Jordan, COO, said he had nothing to report.

7. COUNCILOR COMMUNICATION

Councilor Liberty talked about the designation of Lents Town Center. He suggested a resolution to consider this designation. Councilor McLain said she would support this resolution. She talked about the listening post on Metropolitan Transportation Improvement Program (MTIP) in Beaverton this week. She felt this resolution would support our own project that Metro was willing to spend dollars on. Councilor Liberty explained why the name was picked.

Councilor Newman talked about Resolution No. 06-3712 and explained why he voted yes but with reservation. He felt it was important to have criteria for changing funding from one project to another.

Councilor Park talked about the naming of Lents Town Center. He felt it was a local control issue. Councilor Liberty talked about how the Lents Town Center was named and his concerns about how it was named. Councilor Newman said he felt that the transit entity needed to work with the committee on the naming of a site.

Councilor Newman announced that the work session next week would be in Milwaukie at City Hall starting at 2:00 p.m. and a joint work session with the Milwaukie City Council would begin at 5:30p.m. He explained some of the issues they would discuss. He wanted to talk about what they were trying to accomplish with the site and policy issues that needed to be addressed. Councilor Liberty asked if the public would be able to testify at the work session. Councilor Newman talked about the public process that had already occurred and that there would be no work session public hearing.

Councilor Burkholder announced that there would be a MTIP public hearing in the chamber this evening starting at 5:00 p.m. He also said they were rescheduling a Regional Transportation Plan (RTP) workshop which had not had good attendance. Information on that workshop would be provided shortly.

Metro Council Meeting

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Councilor Burkholder briefed the Council on the Bi-State Committee and some of the issues that were raised at the meeting. One key issue that came up was to discuss the range of alternatives for the Columbia Crossing and citizen involvement. Councilor Liberty asked if the arterial alternate had been fully developed.

Councilor Hosticka talked about the MPAC discussion about a regional agenda for the State Legislation,

8. ADJOURN

There being no further business to come before the Metro Council, Council President Bragdon adjourned the meeting at 2:30 p.m.

Prepared by

Chris Billington
Clerk of the Council

ATTACHMENTS TO THE PUBLIC RECORD FOR THE MEETING OF NOVEMBER 16, 2006

Item	Topic	Doc Date	Document Description	Doc. Number
3.1	Minutes	11/9/06	Metro Council Meeting Minutes of November 9, 2006	111606c-01

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF CONFIRMING THE) Resolution No. 06-3740
COUNCIL PRESIDENT'S APPOINTMENT OF)
JANICE MARQUIS TO THE METROPOLITAN)
EXPOSITION-RECREATION COMMISSION) Introduced by David Bragdon, Council President

WHEREAS, the Metro Code, Section 6.01.030(a) provides that the Metro Council President shall appoint all members to the Metropolitan Exposition Recreation Commission; and

WHEREAS, the Metro Code, Section 6.01.030(b) provides that the Council President's appointments to the Commission are subject to confirmation by the Metro Council; and

WHEREAS, Janice Marquis's term on the Commission expires on December 31, 2006; and

WHEREAS, pursuant to Metro Code, Section 6.01.030(d)(2) the City of Portland has nominated Janice Marquis as a candidate for continued membership on the Commission; and

WHEREAS, pursuant to Metro Code, Section 6.01.030(e)(1), the Metro Council President has the authority to concur with the City of Portland's nomination of Ms. Marquis or reject it; and

WHEREAS, the Metro Council President has concurred with the City of Portland's nomination of Ms. Marquis, and submitted his appointment of Ms. Marquis to the Metro Council for confirmation; and

WHEREAS, the Council finds that Janice Marquis has the experience and expertise to make a substantial contribution to the Commission's work; now therefore

BE IT RESOLVED, that the Metro Council hereby confirms the Council President's appointment of Janice Marquis as a member of the Metropolitan Exposition Recreation Commission beginning on January 1, 2007 and ending December 31, 2010.

ADOPTED by the Metro Council this __ day of November, 2006

David Bragdon, Council President

Approved as to form:

Daniel B. Cooper, Metro Attorney

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 06-3740 FOR THE PURPOSE OF CONFIRMING THE COUNCIL PRESIDENT'S APPOINTMENT OF JANICE MARQUIS TO THE METROPOLITAN EXPOSITION RECREATION COMMISSION

Date: November 6, 2006

Prepared by: Kathy Taylor

BACKGROUND

The Metro Code, Section 6.01.030(a), gives the Metro Council President sole authority to appoint all members of the Metropolitan Exposition Recreation Commission, subject to confirmation by the Council. Section 6.01.030(d)(2) of the Code allows the City of Portland to nominate a candidate for appointment for the Council President's consideration. Under Section 6.01.030(e)(1) of the Metro Code, the Metro Council President has the authority to concur with the City of Portland's nomination and submit it to the Council for confirmation, or reject it.

The City of Portland has nominated Janice Marquis as a candidate for continued membership on the Commission. The Council President has concurred with this nomination and accordingly submitted his appointment of Ms. Marquis to the Council for confirmation. If confirmed, Ms. Marquis would, pursuant to the Metro Code, serve a term beginning January 1, 2007 and ending December 31, 2010.

A copy of Ms. Marquis' resume is attached.

Metro Chief Operating Officer Michael Jordan concurs with this appointment.

ANALYSIS/INFORMATION

1. Known Opposition.

None

2. Legal Antecedents.

Metro Code, as referenced above.

3. Anticipated Effects: (identify what is expected to occur if the legislation is adopted)

Appointment of Ms. Marquis in the manner provided by the Metro Code.

4. Budget Impacts.

None

RECOMMENDATION

The Chief Operating Officer recommends approval of Resolution 06-3740 to confirm the appointment of Janice Marquis to the Metropolitan Exposition Recreation Commission and to begin serving January 1, 2007.

Attachment 1
Staff Report to Resolution No. 06-3740
Résumé of Janice Jacobsen Marquis

JANICE JACOBSEN MARQUIS

BUSINESS ACCOMPLISHMENTS

- Thirty years experience in the real estate industry.
- Managed the abatement process, construction, office and retail leasing of the 200 Market Building, a \$42.5 million, 19-floor project in downtown Portland.
- Member of four person team in the development, management and leasing of the Pacwest Center Building, an \$80 million, one-half million square foot office and retail building in downtown Portland.
- Consulted and developed the marketing program for McCormick Pier, a 301-unit, \$15 million apartment complex on Portland's waterfront.
- Developed and coordinated all phases of marketing and management relative to the start-up and complete leasing of Parkside Plaza, a 208-unit apartment high-rise in downtown Portland.
- Leased and managed three high-rise apartment towers known as the Portland Center (541 units) maintaining 98% occupancy rate.

CURRENT POSITION

Russell Development Company/Cushman & Wakefield of Oregon, 1989 to present.

- Manage and lease the 200 Market Building (380,000 square feet of office and retail space)
- Manage and lease four historic buildings; the Dielschneider, Fechheimer, Freiman Kitchen and Freiman Restaurant buildings.

ORGANIZATIONS & AFFILIATIONS

- Portland Center for the Performing Arts Advisory Board
1998 to present
2003 – Chairman
- Building Owners and Managers Association (BOMA) International, Chairman, International Nominating Committee, 2001-2002.
- Portland BOMA, President 1995; Trustee 1992-1994
 - 1993 Chairman BOMA Portland Downtown Committee
 - 1994 – 1996 Member BOMA International Standard Method of Measurement Committee
 - 1995 Chairman of BOMA Regional 1995 Task Force
 - BOMA Portland Utility Deregulation Task Force
- Associate Real Estate Broker – State of Oregon

Attachment 1
Staff Report to Resolution No. 06-3740
Résumé of Janice Jacobsen Marquis

- Citizen's Advisory Committee for Revitalization of the Transit Mall
- Commercial Association of Realtors
- Portland Ambassador Program

ORGANIZATIONS & AFFILIATIONS CONTINUED

- American Advertising Museum, Past Board Member
- Music Theater of Oregon, Past Board Member
- Oregon Art Institute, Past Council Member
- Lake Oswego Bicycle & Pathways Committee, Past Chairman
- Friends of Duniway Park, Past Board Member

AWARDS 1998, 1999, 2002

- Cushman & Wakefield of Oregon Property Manager of the Year

PERSONAL

- Native of Portland, Oregon
- Resident of Lake Oswego, Oregon
- Bachelor of the Arts, University of Oregon, 1970
- Married to Dean Anthony Marquis, 1976

BEFORE THE METRO COUNCIL

AUTHORIZING THE CHIEF OPERATING OFFICER) RESOLUTION NO.06-3743
TO RENEW A NON-SYSTEM LICENSE TO WASTE)
MANAGEMENT OF OREGON, INC. FOR DELIVERY) Introduced by Michael Jordan,
OF SOLID WASTE FROM THE TROUTDALE) Chief Operating Officer, with the
TRANSFER STATION TO THE COLUMBIA RIDGE) concurrence of David Bragdon,
LANDFILL AND THE RIVERBEND LANDFILL) Council President

WHEREAS, the Metro Code requires a non-system license of any person that delivers solid waste generated from within the Metro boundary to a non-system disposal facility; and

WHEREAS, Waste Management of Oregon, Inc. has applied for renewal of a non-system license under the provisions of Metro Code Chapter 5.05, "Solid Waste Flow Control"; and

WHEREAS, the application is in conformance with the requirements of Metro Code Chapter 5.05; and

WHEREAS, the Chief Operating Officer has analyzed the application and recommended approval of the applicant's request for a non-system license with the conditions and in the form attached to this resolution as Exhibit A; now therefore,

BE IT RESOLVED that the Metro Council authorizes the Chief Operation Officer to issue a non-system license to Waste Management of Oregon, Inc. in a form substantially similar to the license attached as Exhibit A.

ADOPTED by the Metro Council this ____ day of _____, 2006.

David Bragdon, Council President

Approved as to Form:

Daniel B. Cooper, Metro Attorney

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1650 | FAX 503 797 1795



METRO

**METRO SOLID WASTE FACILITY
NON-SYSTEM LICENSE**

Number N-001-06

LICENSEE:
Waste Management of Oregon, Inc. dba Troutdale Transfer Station 869 NW Eastwind Drive Troutdale, OR 97060
CONTACT PERSON:
Dan Wilson Phone: 503-640-9427 Fax: 503-648-3942 e-mail: DanWilson@wm.com
MAILING ADDRESS:
869 NW Eastwind Drive Troutdale, OR 97060

METRO

**Licensee's Acceptance &
Acknowledgement of Receipt:**

Signature

Signature of Licensee

Michael Jordan, Chief Operating Officer

Print name and title

Print name and title

Date

Date

1	NATURE OF WASTE COVERED BY LICENSE
	Municipal solid waste, including putrescible and non-putrescible waste and special waste received at the Troutdale Transfer Station and processed in accordance with Metro Solid Waste Facility Franchise No. F-001-03.
2	CALENDAR YEAR TONNAGE LIMITATION
	Licensee is authorized to delivery to the non-system facilities described in section 3 of this license up to a maximum of 65,000 tons per calendar year of the waste described in section 1 of this license. This license does not increase the total tonnage that the Licensee is authorized to accept under its existing Metro Solid Waste Facility Franchise (No. F-001-03).
3	NON-SYSTEM FACILITY
	<p>The licensee hereunder may deliver the waste described in section 1, above, to the following non-system facilities:</p> <p style="text-align: center;">Columbia Ridge Landfill 18177 Cedar Springs Lane Arlington, OR 97812</p> <p>Or, in emergency conditions as described in section 7 of this license,</p> <p style="text-align: center;">Riverbend Landfill 13469 SW Highway 18 McMinnville, OR 97128</p>
4	TERM OF LICENSE
	The term of this license will commence on January 1, 2007 and expire at midnight on December 31, 2008, unless terminated sooner under section 7 of this license.

5	MATERIAL RECOVERY
	Prior to delivery of residual solid waste for disposal under authority of this license, recovery of non-putrescible waste accepted by the Licensee must be performed at no less than the minimum level stipulated in Metro Code chapter 5.01.

6	REPORTING OF ACCIDENTS AND CITATIONS
	Licensee shall report to Metro any significant incidents (such as fires), accidents, and citations involving vehicles of its transportation carrier during the loading and transporting of solid waste on behalf of the Licensee.

7	ADDITIONAL LICENSE CONDITIONS
	<p>This non-system license shall be subject to the following conditions:</p> <ul style="list-style-type: none">(a) Putrescible waste may be transported to the Riverbend Landfill only in emergency situations, such as the closure of Interstate 84 or the temporary breakdown of a compactor at the Troutdale Transfer Station, which would prevent the Licensee from delivering such waste to the Columbia Ridge Landfill.(b) The permissive transfer of solid waste to the Riverbend Landfill authorized by this license shall be subordinate to any subsequent decision by Metro to direct the solid waste described in this license to any other facility.(c) This license shall be subject to amendment, modification or termination by Metro's Chief Operating Officer in the event that the Chief Operating Officer determines that:<ul style="list-style-type: none">(i) there has been sufficient change in any circumstances under which Metro issued this license, or in the event that Metro amends or modifies its Regional Solid Waste Management Plan in a manner that justifies modification or termination of this license, or(ii) the provisions of this license are actually or potentially in conflict with any provision in Metro's disposal contract with Oregon Waste Systems, or

- (iii) Metro's solid waste system or the public will benefit from, and will be better served by, an order directing that the waste described in section 1 of this license be transferred to, and disposed of at, a facility other than the facilities described in section 3, above.
- (d) This license shall, in addition to subsections (c)(i) through (iii), above, be subject to amendment, modification, termination, or suspension pursuant to the Metro Code.
- (e) No later than the fifteenth (15th) day of each month, beginning with the next month following the signature date below, Licensee shall:
 - (i) submit to Metro's Solid Waste & Recycling Department a Regional System Fee and Excise Tax Report, that covers the preceding month, and
 - (ii) remit to Metro the requisite Regional System Fees and Excise Taxes in accordance with the Metro Code provisions applicable to the collection, payment, and accounting of such fees and taxes.
- (f) Licensee shall make all records from which (e) above are derived available to Metro (or Metro's designated agent) for its inspection or copying, as long as Metro provides no less than three (3) calendar days written notice of an intent to inspect or copy documents. Licensee shall, in addition, sign or otherwise provide to Metro any consent or waiver necessary for Metro to obtain information or data from a third party, including the non-system facilities named in section 3, above.
- (g) Licensee shall not transfer or assign any right or interest in this license without prior written notification to, and approval of, Metro.
- (h) This license shall terminate upon the execution of a designated facility agreement with the facilities listed in Section 3.
- (i) This license authorizes delivery of solid waste to the Columbia Ridge Landfill and the Riverbend Landfill. Transfer of waste generated from within the Metro boundary to any non-system disposal sites other than the Columbia Ridge Landfill and the Riverbend Landfill is prohibited unless authorized in writing by Metro.

8	COMPLIANCE WITH LAW
	Licensee shall fully comply with all applicable local, regional, state and federal laws, rules, regulations, ordinances, orders, and permits pertaining in any manner to this license, including all applicable Metro Code provisions and administrative procedures adopted pursuant to Chapter 5.05 whether or not those provisions have been specifically mentioned or cited herein. All conditions imposed on the collection and hauling of the Licensee's solid waste by federal, state, regional or local governments or agencies having jurisdiction over solid waste generated by the Licensee shall be deemed part of this license as if specifically set forth herein.

9	INDEMNIFICATION
	Licensee shall defend, indemnify and hold harmless Metro, its elected officials, officers, employees, agents and representatives from any and all claims, demands, damages, causes of action, or losses and expenses, or including all attorneys' fees, whether incurred before any litigation is commenced, during any litigation or on appeal, arising out of or related in any way to the issuance or administration of this non-system license or the transport and disposal of the solid waste covered by this license.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 06-3743 AUTHORIZING THE CHIEF OPERATING OFFICER TO RENEW A NON-SYSTEM LICENSE TO WASTE MANAGEMENT OF OREGON, INC. FOR DELIVERY OF SOLID WASTE FROM THE TROUTDALE TRANSFER STATION TO THE COLUMBIA RIDGE LANDFILL AND THE RIVERBEND LANDFILL

November 30, 2006

Prepared by: Warren Johnson

BACKGROUND

Description of the Resolution

On November 2, 2004, Waste Management of Oregon, Inc. (WMO) was granted a non-system license (NSL) to deliver solid waste up to 66,625 tons in calendar year 2005 and 65,000 tons in calendar year 2006 from the Troutdale Transfer Station (TTS) to the Columbia Ridge Landfill (CRLF) and the Riverbend Landfill. WMO needed a NSL to deliver putrescible waste from TTS to CRLF because CRLF is not designated (pursuant to Metro Code Section 5.05.030(a)(6) and Metro's designated facility agreement with WMO for the landfill) to accept putrescible waste from the Metro region. The NSL also authorized the delivery of solid waste to the Riverbend Landfill in the case of an emergency, such as the closure of Interstate 84, that would prevent the delivery of waste to CRLF. The license commenced on January 1, 2005 and will expire on December 31, 2006.

On October 6, 2006, WMO submitted an application to renew this NSL. The new NSL would replicate the existing authority except that the tonnage limitation would authorize the delivery of a combined total of 65,000 tons of solid waste per calendar year. The term of the proposed license would span two full calendar years, beginning January 1, 2007 and expiring on December 31, 2008.

ANALYSIS/INFORMATION

1. Known Opposition

There is no known opposition to issuance of the proposed non-system license.

2. Legal Antecedents

Section 5.05.035(c) of the Metro Code provides that, when determining whether or not to approve an NSL application, the Council shall consider the following factors to the extent relevant to such determination.

- (1) The degree to which prior users of the non-system facility and waste types accepted at the non-system facility are known and the degree to which such wastes pose a future risk of environmental contamination;*

The CRLF is a general-purpose landfill that began accepting waste in January 1990. The landfill has synthetic and clay liner systems that are consistent with federal Subtitle D regulations. Since beginning operation, the landfill has been filling only lined cells and operating with the

environmental controls required by the Oregon Department of Environmental Quality (DEQ). The landfill has no known history of landfilling wastes that pose a future risk of environmental contamination.

The Riverbend Landfill first came into use during the mid-eighties. When Riverbend became a Subtitle D landfill in 1993, the original unlined cells were capped. Since 1993, the landfill has been filling only lined cells and operating with the environmental controls required by the DEQ. The landfill has no known history of landfilling wastes that pose a future risk of environmental contamination.

(2) The record of regulatory compliance of the non-system facility's owner and operator with federal, state and local requirements including but not limited to public health, safety and environmental rules and regulations;

The CRLF and the Riverbend Landfill are permitted by the DEQ. The DEQ considers the landfills to be well run and in compliance with federal, state and local requirements. The facilities have a good compliance record with public health, safety and environmental rules and regulations, according to recent communication with the DEQ concerning this application.

(3) The adequacy of operational practices and management controls at the non-system facility;

The CRLF and the Riverbend Landfill use operational practices and management controls that are typical of Subtitle D landfills and considered by the DEQ to be adequate for the protection of health, safety, and the environment.

(4) The expected impact on the region's recycling and waste reduction efforts;

The waste that the applicant has applied to deliver under the proposed NSL is a combination of non-putrescible waste, putrescible waste and special waste. The TTS franchise (F-001-03) requires that the facility perform material recovery on the non-putrescible waste it receives. Therefore, the waste that the applicant has proposed to deliver for disposal under the requested NSL consists of non-recoverable waste and residual from waste that has already undergone material recovery. The waste authorized by the proposed license will have no further recovery potential and is not expected to impact the region's recycling and waste reduction efforts.

(5) The consistency of the designation with Metro's existing contractual arrangements;

Metro has committed to deliver 90 percent of the total tons of "acceptable waste" that Metro delivers to general purpose landfills to landfills operated by Metro's waste disposal contract operator, WMO. The waste subject to the proposed license is to be delivered to the CRLF and the Riverbend Landfill, which are WMO facilities. Thus, approval of the requested license will not conflict with Metro's disposal contract or any other of its existing contractual arrangements.

(6) The record of the applicant regarding compliance with Metro ordinances and agreements or assistance to Metro in Metro ordinance enforcement and with federal state and local requirements including but not limited to public health, safety and environmental rules and regulations; and

The applicant has a good record of compliance with applicable Metro, local, state, and federal regulations.

(7) Such other factors as the Chief Operating Officer deems appropriate for purposes of making such determination.

Metro Solid Waste Facility Franchise No. F-001-03 stipulates that TTS shall not accept more than 65,000 tons of putrescible waste originating from inside the Metro region within each fiscal year. The issuance of the proposed NSL will authorize the delivery of a combined total of up to 65,000 tons of solid waste to the CRLF and the Riverbend Landfill, consistent with Franchise No. F-001-03.

The proposed NSL is a replacement license that authorizes the licensee to deliver the same type and quantity of solid waste to the same non-system facilities as the existing license; therefore, it is not subject to the NSL moratorium enacted by the Metro Council in February 2006 (Metro Code Section 5.05.035(h)).

3. Anticipated Effects

The effect of Resolution No. 06-3743 will be to authorize TTS to deliver a combined total of up to 65,000 tons of solid waste per year, including putrescible waste, to the CRLF and the Riverbend Landfill during calendar years 2007 and 2008.

4. Budget Impacts

The CRLF and Riverbend Landfill are Waste Management facilities; this NSL will not implicate Metro's obligations under its disposal contract. The regional system fee and excise tax will continue to be collected on in-Metro waste delivered to the CRLF and the Riverbend Landfill under authority of the proposed NSL.

RECOMMENDED ACTION

The Chief Operating Officer recommends approval of Resolution No. 06-3743 finding that the proposed license satisfies the requirements of Metro Code Section 5.05.035, and authorizing the issuance of an NSL substantially similar to the NSL attached to the resolution as Exhibit A.

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BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING)	RESOLUTION NO. 06-3741
THE CHIEF OPERATING OFFICER TO)	
ENTER INTO A GRAVE PURCHASE)	Introduced by Chief Operating Officer
AGREEMENT WITH HAVURAH SHALOM)	Michael J. Jordan with the concurrence of
FOR THE BULK SALE OF GRAVES AT)	Council President David Bragdon
JONES PIONEER CEMETERY)	

WHEREAS, Metro was approached by Havurah Shalom in February 2006 with a request to enter into a grave purchase agreement to provide for a series of bulk grave sales at Jones Cemetery over time, beginning with an immediate 85 grave bulk sale at the current rate; and

WHEREAS, Jones Cemetery, located in Portland, is one of the 14 Pioneer Cemeteries that Metro owns, actively markets and maintains; and

WHEREAS, the Havurah Shalom Cemetery Section was established in Jones Pioneer Cemetery by Multnomah County, through an earlier series of bulk grave sales to Havurah Shalom dating back to 1984, prior to the transfer of the Pioneer Cemeteries from Multnomah County to Metro; and

WHEREAS, Metro Code Section 10.04.050 requires that the bulk sale of graves must be approved by a resolution of the Metro Council setting forth the terms and conditions of said bulk sale, including rates and the terms of resale, and that no options to purchase graves shall be granted unless approved by resolution of the Metro Council setting forth the terms and conditions of said option; and

WHEREAS, the Regional Parks and Greenspaces Department entered into discussions with Havurah Shalom on the potential bulk sales of graves and have reached tentative agreement on the terms of a Grave Purchase Agreement providing for the immediate bulk sale of 85 graves to Havurah Shalom at current rates, together with a prospective ability for Havurah Shalom to purchase future blocks of 96 graves at the Metro rates then in effect, up to a total of 384 additional graves, contingent on Metro Council approval; now therefore

BE IT RESOLVED that the Metro Council authorizes the Chief Operating Officer to enter into the Grave Purchase Agreement attached as Exhibit A hereto, providing for the bulk sale of graves at Jones Pioneer Cemetery.

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ADOPTED by the Metro Council this _____ day of _____ 2006

David Bragdon, Council President

Attest:

Approved as to Form:

Christina Billington, Recording Secretary

Daniel B. Cooper, Metro Attorney

Grave Purchase Agreement

This GRAVE PURCHASE AGREEMENT (“Agreement”) is entered into and effective this _____ day of _____, 2006 (the “Effective Date”), by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, and Havurah Shalom (hereinafter referred to as “Havurah”), an Oregon nonprofit corporation.

Recitals

WHEREAS, in accord with the Metro Regional Parks and Greenspaces Department’s Pioneer Cemeteries Operations Policy, Procedure and Rules, the sale of multiple grave licenses to an entity for future resale or transfer to other individuals may be permitted upon the approval by the Metro Chief Operating Officer, who may decide to bring the request before the Metro Council; and

WHEREAS, Section 10.04.050 of the Metro Code provides that options to purchase graves in the Metro Pioneer Cemeteries must be approved by resolution of the Metro Council setting forth the terms and conditions of the transaction; and

WHEREAS, via Resolution No. 06-3741 (“For the Purpose of Approving an Agreement with Havurah Shalom for the Purchase of Graves at Jones Cemetery”), the Metro Council approved the terms of this Agreement set forth below; and

In consideration of the mutual covenants, terms, conditions, and restrictions contained in this Agreement, the parties agree as follows:

1. Sale of Graves to Havurah. Metro agrees to sell and Havurah agrees to buy 85 grave licenses (hereafter, “Graves”) in lots 220-223, 210-213, 200-203, and 190-193 of the Jones Pioneer Cemetery, at Metro’s current rate of \$1,000.00 per grave, as depicted on Exhibit A attached hereto.
2. Order of Future Grave Sales to Havurah. Havurah may elect to purchase the following additional graves in Jones Pioneer Cemetery at any time. Havurah must purchase said graves in 96 grave blocks, paying Metro’s rate in effect on the date of said future purchases, subject to the restrictions and requirements set forth herein. Said block sales shall begin with the remaining graves in lot 192-193, if any, and the graves in lots 180–183, 173-176, 163–166 and 153-156, and shall proceed in order as follows: lots 143-146, 132-135, 116-119 and 104-107; then lots 89–92, 76–79, 60–63 and 46-49; then lots 30-33, 17-20, and 1-4, as depicted in Exhibit A attached hereto. The parties acknowledge that the final block sale may contain fewer than 96 graves. The sequence of purchases provided herein is intended to establish the orderly sale of graves from west to east, but shall be used as a reference only. Said block sales may be adjusted by Metro to account for grave space lost in portions of the cemetery occupied by trees, near roads, or burdened by steep topography, and to provide for convenient and economical replacement of the hedge.

3. Order of Future Sales by Metro to Third Parties. When Metro determines in its sole discretion that there are no remaining saleable graves in the portion of Jones Pioneer Cemetery that is not subject to this Agreement, or if a family or group wishes to buy a block of graves that exceeds availability in the remainder of the Jones Pioneer Cemetery, Metro will provide Havurah with written notice of Metro's intent to sell graves in the area set forth above in Section 2. Upon receipt of said notice Havurah shall then be provided 60 days from receipt of notice to purchase all the remaining unsold graves in said lots. If Havurah elects not to purchase said graves, Metro may begin selling the graves to third parties. Metro must sell said graves to third parties in the following order:
 - 3.1 Metro will first sell graves in lots 1-4, 17-20, and 30-33. When 50% of the available graves in said lots have been sold to third parties, Metro may begin selling graves in lots 46-49, 60-63, 76-79, and 89-92.
 - 3.2 When 50% of the graves in lots 46-49, 60-63, 76-79, and 89-92 have been sold to third parties, Metro may begin selling graves in lots 104-107, 116-119, 132-135, and 143-146.
 - 3.3 When 50% of the graves in lots 104-107, 116-119, 132-135, and 143-146 have been sold to third parties, Metro may begin selling graves in lots 153-156, 163-166, 173-176, and 180-183.
4. Re-Sale of Graves by Havurah. Havurah must resell graves purchased from Metro hereunder at a rate that is no more than the current rate paid to Metro for graves.
5. Havurah Installed Signs. Havurah may install mutually approved signs identifying the location and existence of the Havurah Shalom Cemetery Section in the area so termed, or in the nearby vicinity in a location subject to Metro's prior approval.
6. Gravemarkers and Headstone Standards. Havurah agrees, covenants and warrants that, as a condition of resale to its members of graves and subsequent burial therein, Havurah will require and enforce the use of flat gravemarkers or headstones that are flush with the ground in accord with Metro regulations in alternating rows with standing headstones, such that every other grave row will contain exclusively flat grave markers.
7. Hedge. Metro agrees to plant a mutually acceptable vegetative or non-vegetative border (the "Hedge") along the west border of lots 220-223, along the south border of lots 223, 231, 203 and 193, and along the east border of lots 193, 192, 191, and 190. Metro will be responsible for extending and replanting the Hedge, as future Grave purchases by Havurah occur. The Hedge will only be extended to encompass graves owned or resold by Havurah. No Hedge will be placed on the north border of the Jones Pioneer Cemetery. Subject to the provisions of Sections 9 and 10, set forth below, Metro will maintain the Hedge once established and as thereafter extended, and no other plantings shall be allowed except as set forth herein.

8. Burial Services. Metro shall be the sole provider of burial services at Jones Pioneer Cemetery. Metro or Metro's contractor shall open and close all graves purchased by Havurah, in accord with Metro's fee schedule.
9. Appropriations. Metro's performance under this Agreement is conditioned upon and financed by legally available funds appropriated for the purposes of Pioneer Cemetery maintenance. Nothing herein shall obligate Metro to appropriate funds to finance maintenance for Metro's Pioneer Cemeteries collectively, or for Jones Pioneer Cemetery, individually. However, all funds Metro does appropriate for maintenance at Jones Cemetery shall be allocated such that the Havurah Shalom Cemetery Section receives maintenance equal to the rest of Jones Cemetery.
10. Default. In the event Metro or Havurah fail to perform as required by this Agreement, then the other party (the "Non-Defaulting Party") shall give written notice to the party who failed to perform or pay (the "Defaulting Party") setting forth the alleged default. In the event such default is uncured for a period of 30 days after the giving of such notice (the "Cure Period"), the Non-Defaulting Party may terminate this Agreement by written notice, and exercise any other remedy available to the Non-Defaulting Party at law or in equity.
11. Notices. All requests, elections, notices and other communications to be given hereunder by either party to the other shall be in writing and sent by certified mail, return receipt requested, postage prepaid, by personal delivery or by facsimile transmission, addressed as follows:

As to Havurah: Office Administrator, Havurah Shalom
825 NW 18th Avenue
Portland, OR 97209-2333

As to Metro: Metro Parks and Greenspaces
Attn: Jim Desmond, Director
600 NE Grand Avenue
Portland, OR 97232-2736
Telephone (503) 797-1914
Facsimile (503) 797-1849

Either party to this Agreement may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above. Requests, elections, notices and other communications shall be deemed effective upon delivery, if personally delivered, three (3) business days after mailing as set forth above.

15. Indemnity. Havurah agrees to defend (using legal counsel reasonably acceptable to Metro), indemnify, and hold Metro harmless from and against any and all actual or alleged claims, injury, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, and/or penalties (collectively "Costs") which may be imposed upon or claimed against Metro and which, in whole or in part, directly or indirectly, arise from or are in any way connected

with: (i) the act, omission or negligence of Havurah or Havurah's officers, directors, agents, employees, contractors or subcontractors, or other persons under Havurah's direction and control; (ii) the use or occupation of Jones Pioneer Cemetery by Havurah, whether or not due to Havurah's own act or omission and whether or not occurring at Jones Pioneer Cemetery; (iii) any condition created at Jones Pioneer Cemetery by Havurah or Havurah's officers, directors, agents, employees, contractors or subcontractors, or other persons under Havurah's direction and control, including any accident, injury or damage after the date hereof; (iv) any breach, violation or nonperformance of any of Havurah's obligations under this Agreement; and/or (v) any damage caused by any of Havurah's officers, directors, contractors, subcontractors, employees, agents or other persons under Havurah's direction and control, on or to Jones Pioneer Cemetery.

16. Authority. Metro warrants that, in the manner required by its governing laws, it has duly authorized the undersigned signer to execute the Agreement on its behalf.
17. Applicable Law and Regulation. Except as specifically provided in this Agreement, all of Havurah's activities hereunder shall comply with the Metro Code and Metro regulations. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon.
18. Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision of this Agreement be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.
19. Severability. The determination that one or more provisions of this Agreement is invalid, void or illegal or unenforceable shall not effect or invalidate the remainder of this Agreement.
20. Modification. No amendment or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

HAVURAH SHALOM

_____	_____
By:	Date
Its:	
_____	_____

METRO

_____	_____
By: Michael J. Jordan Metro Chief Operating Officer	Date

Resolution No. 06-3741
Exhibit A
Sale of 85 Graves to Havurah Shalom
Lots 220-223, 210-213, 200-203, and 190-193 of the Jones Pioneer Cemetery

Resolution No. 06-3741

Exhibit B

Sequential Order of Future 96 Grave Sales to Havurah of the Jones Pioneer Cemetery:

Lots 180–183, 173-176, 163–166 and 153-156

Lots 143-146, 132-135, 116-119 and 104-107

Lots 89–92, 76–79, 60–63 and 46-49

Lots 30-33, 17-20, and 1-4

Attachment 1
to
Exhibit A
Resolution No. 06-3741

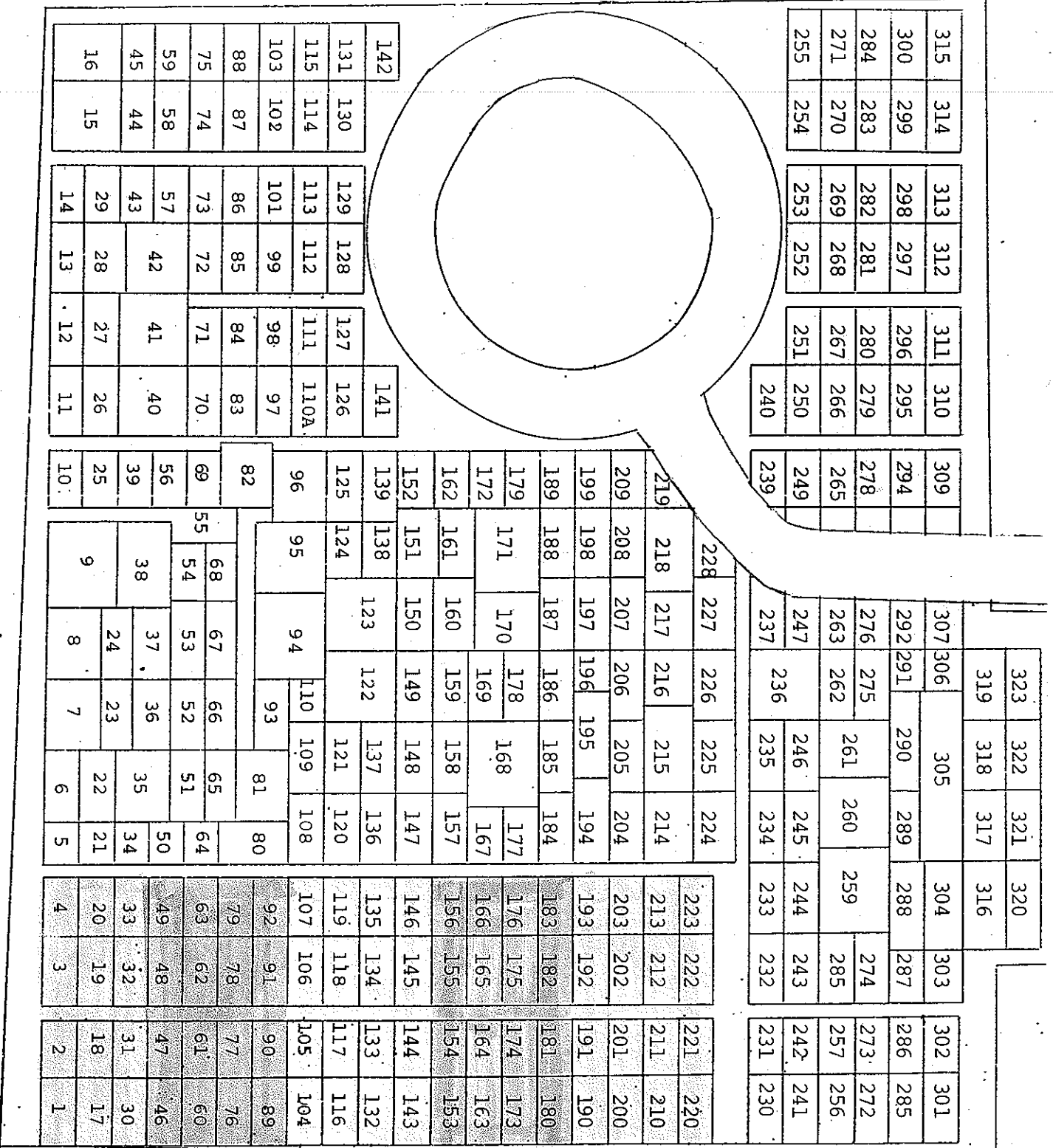
Sale of 85 Graves to Havurah Shalom
Lots 220-223, 210-213, 200-203, and 190-193 of the Jones Pioneer Cemetery

Refer to Section 1 on map (Attachment 3)

Attachment 2
to
Exhibit A
Resolution No. 06-3741

Sequential Order of Future 96 Grave Sales to Havurah of the Jones Pioneer Cemetery:
Lots 180-183, 173-176, 163-166 and 153-156
Lots 143-146, 132-135, 116-119 and 104-107
Lots 89-92, 76-79, 60-63 and 46-49
Lots 30-33, 17-20, and 1-4

Refer to Sections 2 through 5 on map (Attachment 3)



JONES CEMETERY

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STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 06-3741 FOR THE PURPOSE OF AUTHORIZING THE CHIEF OPERATING OFFICER TO ENTER INTO A GRAVE PURCHASE AGREEMENT WITH HAVURAH SHALOM FOR THE BULK SALE OF GRAVES AT JONES PIONEER CEMETERY

Date: November 8, 2006

Prepared by: Jim Desmond
Teri Dresler

BACKGROUND

Metro Park's staff has been in discussions with Havurah Shalom since February 2006 regarding their request to purchase 85 graves at Jones Pioneer Cemetery. Havurah Shalom is also interested in four (4) options to purchase additional blocks, each block as a bulk sale of 96 graves, in future years at Jones Pioneer Cemetery, located in the City of Portland. This will be the second agreement Metro has entered into with Havurah to purchase bulk graves in Jones Pioneer Cemetery. In the transfer of the pioneer cemeteries from Multnomah County in 1994 Metro was required to assume all active contracts and/or agreements that were then in effect. Among these agreements was a 1984 Grave Sale Agreement with Havurah Shalom, Inc., establishing the Havurah Shalom Cemetery Section within the Jones Pioneer Cemetery in the City of Portland. This agreement allowed Havurah Shalom, Inc. to purchase 99 graves along with three (3) options to purchase an additional 309 graves. Approximately 80 graves from this previous sale remain in Havurah's inventory.

Parks staff has met with Havurah Shalom and both parties have reached agreement to the terms, for the immediate bulk sale of 85 graves to Havurah Shalom at current rates, together with a future right for Havurah Shalom to purchase additional blocks of 96 graves at the Metro rates then in effect, up to a total of 384 additional graves, contingent on Metro Council approval. Under the proposed Grave Purchase Agreement, Havurah Shalom does not have an exclusive option to purchase the 384 additional graves, and Metro Pioneer Cemeteries may sell graves within the area of Jones Pioneer Cemetery affected by Havurah Shalom's future right to purchase, as long as certain preconditions are met. Finally, Havurah Shalom's resale of the graves must be at a rate equivalent to the Metro rate in effect at the time of resale.

ANALYSIS/INFORMATION

1. Known Opposition

No known opposition.

2. Legal Antecedents

Ordinance 93-520 adopted December 9, 1993: “For the Purpose of Determining Which Facilities Contemplated for Transfer from Multnomah County to Metro Are Public Cultural, Trade, Convention, Exhibition, Sports, Entertainment, or Spectator Facilities, or a System of Parks, Open Spaces or Recreational Facilities of Metropolitan Concern.”

Resolution 96-2285 adopted March 14, 1996: “For the Purpose of Authorizing a Phase II Intergovernmental Agreement with Multnomah County Regarding Parks and Facilities.”

Resolution 04-3467 adopted July 8, 2004: “For the Purpose of Authorizing the Chief Operating Officer to Enter Into an Agreement to Sell 48 Graves to the Eastside Jewish Community of Portland and Establish the Eastside Jewish Cemetery Section at Douglass Pioneer Cemetery.”

Metro Ordinance No. 93-520 and Resolution No. 96-2285 authorized the Executive Officer to enter into Phase I and Phase II agreements, respectively, formally transferring all of Multnomah County parks, natural areas, golf courses, cemeteries, and trade/spectator facilities to Metro. Part of this agreement required Metro to assume all active contracts and/or agreements that were currently in place including an agreement at Jones Cemetery with Havurah Shalom to purchase 99 graves and additionally three (3) options to purchase an extra 309 graves.

Metro Resolution No. 04-3467 authorized the Chief Operating Officer to enter into a grave purchase agreement with Eastside Jewish Community Cooperative to sell 48 gravesites and future options to purchase an additional 402 graves.

Metro Code Section 10.04.050 requires that the bulk sale of graves must be approved by a resolution of the Metro Council setting forth the terms and conditions of said bulk sale, including rates and the terms of resale, and that no options to purchase graves shall be granted unless approved by resolution of the Metro Council setting forth the terms and conditions of said option.

3. Anticipated Effects

Park staff will purchase plant material or other appropriate non-vegetative hedge material and install a hedge around the 85 gravesites purchased. The east edge of this hedge will be moved and reinstalled by Park staff after each additional bulk grave purchase.

4. Budget Impacts

The purchase of 85 graves translates into revenue of \$85,000 for Regional Parks and Greenspaces. The additional 384 graves outlined in the agreement would bring in an additional \$384,000, at current grave prices, if this consideration were completely exercised. Fifteen percent of the sale price will transfer to the Cemetery Perpetual Care Fund for future expenses related to cemetery maintenance, per established Metro Code. The contract calls for the relocation of a hedgerow in the cemetery that can be accommodated within the existing budget

for cemetery maintenance. No change in adopted budget or future budgets will be necessary to execute this transaction. Additional revenues above FY 06-07 budgeted revenues for grave sales will result in a positive impact on fund balance.

RECOMMENDED ACTION

Michael Jordan, Chief Operating Officer, with the concurrence of the Council President David Bragdon, recommends adoption of Resolution No. 06-3741.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF RATIFYING THE) RESOLUTION NO. 06-3744
COLLECTIVE BARGAINING AGREEMENT)
BETWEEN LABORERS' INTERNATIONAL) Introduced by Michael Jordan Chief
UNION (LIUNA) LOCAL 483 AND METRO) Operating Officer in concurrence with
FROM JULY 1, 2006 TO JUNE 30, 2010) Council President Bragdon

WHEREAS, Metro's designated representatives for labor relations have negotiated in good faith with LIUNA Lo. 483; and

WHEREAS, Metro's designated representatives for labor relations and the Union's designated bargaining representatives have reached a signed tentative agreement for a four year collective bargaining agreement; and

WHEREAS, the Union membership has duly ratified the tentative agreement; now therefore

BE IT RESOLVED that the Metro Council hereby ratifies the tentative agreement attached to this resolution as Exhibit A.

ADOPTED by the Metro Council this 30th day of November, 2006

David Bragdon, Council President

Approved as to Form:

Daniel B. Cooper, Metro Attorney

LABOR AGREEMENT

between

METRO

and the

LABORERS' INTERNATIONAL UNION LOCAL 483

July 1, 2003~~6~~ to June 30, 2006~~10~~

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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 2003~~ 17th day of November 2006, 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. RECOGNITION

- 1.1 The Employer recognizes the Union as the sole collective bargaining agent for all members of the Bargaining Unit employed by the Employer at the Oregon 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.
- 1.2 No supervisor 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.

- 1.3 No first line supervisor shall perform the work covered under this Agreement except under the following circumstances:
- 1.3.1 In cases of emergency as defined in paragraph 1.2.
 - 1.3.2 When the objective is to show, explain or train employees in the proper performance of their work assignments.
 - 1.3.3 **To reacquaint themselves with methods and routines, to maintain knowledge, skills and abilities, expertise or certification, or an understanding of the work provided, as long as the work done does** ~~long as they do~~ not replace a regular employee of the Bargaining Unit.
- 1.4 Except as provided in this Article, work performed by 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.~~ **Any work, which is performed by bargaining unit employees shall not be contracted out until Metro indicates that the contracting out will result in reduced costs. When contracting out work is being considered, Metro shall withhold taking such action to provide the Union a reasonable opportunity for discussion of this matter, including alternative methods of performing the work. Metro will provide all available cost comparison data to the Union based on uniform specifications. However, except for union contractors, available cost comparisons must include: wage, health, welfare and pension costs equivalent to those contained in this agreement. The foregoing cost comparisons shall not apply to existing contracts and practices, including those that may be renewed.** This does not, however, restrict the Employer from contracting out work previously subcontracted.

2. MANAGEMENT RIGHTS

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. DEFINITIONS

- 3.1 REGULAR EMPLOYEE: Any employee who works full-time on a yearly basis in a job classification contained in Schedule A.
- 3.2 REGULAR PART-TIME EMPLOYEE: Any employee, other than on-call employees, whose employment is part-time and lasts longer than ~~720~~**1040** hours in any calendar year, or in the case of on-call employees ~~720~~**1040** 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.

- 3.3 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~~**1040** 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~~**1040** hours in any one calendar year.
 - 3.3.1 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.
 - 3.3.2 Before a Temporary employee can become a Regular or Regular Part-Time employee, they must have gone through the same job selection process as any other applicant.
 - 3.3.3 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~~**1040** hours for those on-call, in any calendar year.
- 3.4 SUPERVISOR: The head of one of the Offices, Divisions or Departments established by the Employer.
- 3.5 PROBATION: The first one hundred and eighty (180) calendar days of an employee's employment shall constitute a probationary period. (See also Articles 18.2, 19.1.1, 19.1.2, 27.3, and 28.3)
- 3.6 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.
- 3.7 It is not the Employer's intention to replace regular employees with temporary or seasonal employees.
- 3.8 WORK UNIT: For the purposes of this Agreement, Zoo Work Units are defined as follows:

Admissions	Construction Maintenance
Animal Care 4	Custodial
Africa	Horticulture
Carnivores	Railroad and Fleet
Elephants	Veterinary Services
Marine Life	
Animal Care 2	
Birds	
Education Programs	
Great Northwest	

~~————Night Care~~
~~————Primates~~

- 3.9 WORK UNIT: For the purposes of this Agreement, except as defined in Article 18.8, Regional Parks Work Units are defined as follows:
Parks

4. MAINTENANCE OF STANDARDS

- 4.1 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 within ninety (90) calendar 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.

5. CLASSIFICATIONS

- 5.1 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 Schedules A and B.
- 5.2 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.
- 5.3 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.

6. UNION MEMBERSHIP

- 6.1 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 their 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.
- 6.2 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.
- 6.3 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.

7. DUES CHECKOFF

- 7.1 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.
- 7.2 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.
- 7.3 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.

8. UNION REPRESENTATION

- 8.1 The Business Representative(s) of the Union shall have access to the Zoo and Parks facilities, provided they do not interfere or cause employees to neglect their work.

- 8.2 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 their fair share of the work that they are qualified to perform. In no event shall the Employer discriminate against a steward in the matter of layoffs or rehires or discharge them on account of the proper performance of their steward's duties.
- 8.3 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 29.1.2 of the Grievance Procedure, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.
- 8.4 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. **The Union agrees to maintain the bulletin boards and remove any materials that are not approved by the Union.**
- 8.5 Union Business Leave: A member may request up to five (5) working days of unpaid leave to attend union business. The request must be made by the union business manager and sent to the employer thirty (30) days prior to the leave request. The employer shall not unreasonably deny the leave request.**

9. PAY

- 9.1 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 or the paycheck shall be mailed to the employee.~~
- 9.2 The Employer shall account to the employee on their 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.
- ~~9.3 Work time shall be reflected on time cards or time sheets 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.~~

10. WAGES

- 10.1 Wages shall be paid in accordance with the provisions of Schedules A and B attached hereto, as follows:
- (a) Effective **November 17, 2006** ~~July 1, 2003~~ the rates and ranges of all employees shall be increased by **three** ~~two~~ percent (3~~2~~.0%).

Effective July 1, ~~2007, 2008, 2009~~ the rates and ranges of all employees shall be increased by using the Consumer Price Index for all Urban Consumers ~~Urban Wage Earners and Clerical Workers, (CPI-WU)~~ (an average of January to June and July to December) 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 one ~~and one-half~~ percent (1.5%) or greater than three percent ~~and one-quarter percent~~ (3.25%).

~~(b) — If the CPI-W named above exceeds four percent (4%) in 2005 the contract may be reopened for the purpose of negotiating a cost of living adjustment only.~~

~~(c) — Metro will complete a classification and compensation study of all Schedule A classifications prior to January 1, 2006. If the study is completed prior to July 1, 2005, the contract may be reopened for wage negotiations only.~~

b. Metro will complete a classification and compensation study of all Schedule “A” classifications prior to January 1, 2008. If study indicates that the job classifications in Schedule “A” are below market, LIU can make a demand to bargain to reopen this article.

~~10.2 — In the event Metro seeks to institute a “total rewards” (total compensation) or similar compensation program during the term of this Agreement, the contract may be reopened under ORS 234.698.~~

Wages listed in schedule “A” and “B” shall be considered minimum wages. Metro may pay wages in excess of those listed, implement a bonus or incentive program and/or otherwise compensate employees at the sole discretion of Metro.

11. HOURS OF WORK

11.1 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.

11.1.1 An Employee may waive his/her right to two (2) consecutive days off for the purposes of trading a scheduled workday provided that: employees are qualified, no overtime payment is required and his/her supervisor approves the trade.

11.2 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.

- 11.3 Notwithstanding the workweek set forth in 11.1 and 11.2 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.
- 11.4 Lunch periods may be scheduled by the Employer, provided only that no lunch period will be scheduled before three and one-half (3 ½) or after five (5) hours from the beginning of an employee's shift, except in emergency situations. Employees on shifts other than eight hours will have a scheduled lunch within one-half (1/2) hour of the middle of their shift.
- 11.5 Lunch periods are normally 30 minutes **of uninterrupted break**, but may be up to 60 minutes upon mutual agreement between the employee and their supervisor prior to the lunch period.

12. SHIFTS

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

- 12.1 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. Upon mutual agreement between the supervisor and the employee the day shift may begin at 5 a.m. and would not be eligible for shift differential.
- 12.2 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.
- 12.3 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 ~~eighty cents (\$80.95)~~ per hour on July 1, 2003; ~~ninety cents (\$90 1.00)~~ per hour on July 1, 2007, **1.05 per hour on July 1, 2008, 1.10 on July 1, 2009** in addition to their regular hourly rate (as set forth in Schedules A and B).
- 12.4 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 ~~one dollar and five cents (\$1.0520)~~ per hour July 1, 2006; and ~~one dollar and fifteen cents (\$1.25)~~ per hour on July 1, 2007, **\$1.30 per hour on July 1, 2008, and 1.35 per hour on July 1, 2009**, in addition to the regular hourly rate (as set forth in Schedules A and B).

- 12.5 Relief shifts shall be defined as:
- 12.5.1 Any workweek schedule which includes multiple shifts with a maximum of three (3) day shifts.
 - 12.5.2 Employees regularly assigned to relief shifts shall receive the same shift premium rate as third shift in Article 12.4 in lieu of other shift premiums for all hours worked in the workweek.
 - 12.5.3 Employees assigned to sliding shift at Parks shall be paid the third shift premium, for all time worked during daylight savings time. Parks will minimize the shift changes on the sliding shift as far as practical in recognition of the impact such shifts have on employees.
- 12.6 The shift premium provided for by 12.3, 12.4 and 12.5 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.

13. OVERTIME

- 13.1 Overtime at the rate of one and one-half (1 ½) 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 (6th) and seventh (7th) 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 ½) hours off for each hour of overtime to a maximum of sixty (60) hours in one (1) year worked.
- 13.2 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 their immediate supervisor and Union representative.
- 13.3 Employees required to work around the clock, without an eight (8) hour rest period prior to the start of their next assigned shift and required to continue to work any part of their regular assigned shift shall continue to receive pay at the overtime rate for those hours worked.
- 13.4 An employee who is required to work more than four (4) hours before, or two (2) hours beyond their regular shift shall be allowed a lunch period of no less than thirty (30) minutes and no more than sixty (60) minutes as determined by mutual agreement with the employee's supervisor 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, they shall receive an additional lunch period of no less than thirty (30) minutes and no more than sixty (60) minutes as determined by mutual agreement with the employee's supervisor on the Employer's time for each additional four (4) or two (2) hour overtime increment as the case may be.

- 13.5 No employee shall be required to take their lunch period later than one (1) hour after the middle of their shift. In the event it is not possible to allow a lunch period before this time, the employee shall receive time and one-half for their one-half (1/2) hour lunch period and shall also be allowed a reasonable opportunity to eat their 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.

14. REPORTING PAY AND MINIMUM PAY

- 14.1 Any Regular employee who is scheduled to report for work on their scheduled shift and who presents themselves for work as scheduled, but where work is not available or made available for them, shall be paid at their regular rate for the duration of their regular shift.

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

- 14.2 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 their last shift, shall be paid for a minimum of four (4) hours at the rate of one and one-half (1 ½) 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 ½) only for the time worked in excess of eight (8) hours.

14.2.1 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, they shall be guaranteed only two (2) hours pay for the second call.

14.2.2 Employees who agree to return to work after their regular shift for the purposes of training, meetings, or medical certification will receive pay at the overtime rate for the actual time at work and for not less than one (1) hour.

- 14.3 Any employee required to work a split shift shall be paid at the rate of time and one-half (1 ½) 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.

- 14.4 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.

15. SENIORITY

- 15.1 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.
- 15.2 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.
- 15.3 Except as provided in 15.1, 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. 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.
- 15.4 Seniority of an employee as used in this Agreement shall be based upon their continuous length of employment with the Employer from their date of hire. Any employee who voluntarily quits, is discharged, or who does not 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:
- 15.4.1 During a lay off.
- 15.4.2 Any authorized leave of absence in which an employee continues their pay status.
- 15.4.3 During a military leave of absence as provided for by law.
- 15.4.4 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 they have requested to return to work as provided in 24.2.

15.4.5 Up to eighteen (18) months for an industrial accident. (See also 24.3.6)

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

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

16. VACANCIES

16.1 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:

16.1.1 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. Second opportunity to fill the vacancy shall be afforded to any qualified employee covered by this Agreement.

16.1.2 Whenever a vacancy occurs which creates promotional opportunities within the Unit, 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.

16.1.3 For purposes of vacancies and promotional opportunities which occur in Work Units Animal Care ~~1 and 2~~, those employees will be given first opportunity equally based on qualifications and seniority within the classification.

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

16.1.5 Promoted employees shall serve a one hundred and eighty (180) calendar 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 sixty (60), one hundred and twenty (120) and one hundred and fifty (150) calendar days of their probationary period.

- 16.1.6 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 they had in their former classification.
- 16.1.7 Within one hundred and eighty (180) calendar days of promotion, any employee may elect to return to their 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.
- 16.2 All vacancies ~~which create job opportunities~~ within the Bargaining Unit under Article 16 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 **the LIU bid process.** ~~an internal Metro recruitment.~~
- 16.2.1 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.
- 16.3 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.
- a. Work-out-of-class should be assigned in writing where possible.**
- b. If an employee believes they are working out of class they can approach their supervisor at the first reasonable opportunity to discuss why or why not the assignment qualifies for WOC. (i.e. a discussion about whether the work being completed is contained in another class specification, etcetera).**
- c. Incidental assignments do not qualify for work out of class pay.**
- 16.3.1 The Employer shall pay an employee assigned to a higher classification the rate for that classification.
- a. An employee on a WOC assignment shall be paid the next highest monetary step in the new assignment. (e.g. if a Park Ranger is on step**

4 of the Park Ranger salary range, he/she will be paid at step 3 of the Park Ranger Lead salary range.)

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

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

17. REDUCTIONS IN FORCE

17.1 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 they have held Regular status in the order of their seniority in that classification in the Zoo and Parks.

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

17.1.2 The Employer shall recall laid off employees on a strict seniority basis for the classification from which the employee was laid off.

17.1.3 On recall of laid off employees, the Employer shall notify the employee by certified letter, with a copy to the Union, mailed to their last known address. The employee shall have five (5) days to report their 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.

17.1.4 The rights to recall conferred by sections 17.1.2 and 17.1.3 shall continue for two (2) years from the date of lay off and then be terminated.

17.1.5 **In the event of a layoff, the employer shall not replace the bargaining unit employees with volunteers.**

18. VACATIONS

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

18.1 ~~Annual~~ ~~vacation~~ leave for employees shall be computed on the basis of hours worked during each ~~calendar year~~ pay period. 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. An employee's anniversary date for the purpose of accruing annual vacation leave shall be their date of hire.

Total Years of Service	Accrual per Hours Worked	Vacation and Leave Per Year	Maximum Accrual (2X Annual)
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

18.2 An employee's vacation is deemed earned at the end of each pay period pursuant to Article 9. Probationary employees earn, but may not use vacation, until their probation is completed.

18.3 In computing vacation "years of total service" as used in 18.1 above:

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

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

18.3.3 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.

18.4 Employees shall continue to earn vacation credit for:

18.4.1 A period of one (1) year because of an absence caused by an on-the-job injury.

18.4.2 Any authorized leave of absence where an employee continues their pay status.

18.4.3 Any authorized personal leaves of absence not to exceed thirty (30) days in a fiscal year.

18.5 ~~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 their vacation period that was previously scheduled, and approved, the amount of vacation worked may be carried over in addition to two (2) years accumulation.~~

Employees shall not accumulate more than the maximum accrual allowed per 18.1, above. Additional hours that would have accrued at the rates in this Agreement shall be forfeited unless a denial of vacation request prevents an employee from avoiding the maximum accrual. If denial of a vacation request prevents an employee from avoiding the maximum accrual, the employee shall be paid at his/her regular rate for those hours accrued over the maximum by June 30.

Employees and their managers will be notified each December if an employee is over his/her maximum accrual. Managers and employees may then schedule time off for the hours accrued over the maximum, before June 30.

- 18.6 Whenever an employee who has completed probation is laid off or terminated, ~~their~~ **his/her** accrued and unused vacation hours shall be paid in accordance with state law.
- 18.7 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 18.9.
- 18.8 Work Unit, as discussed in Article 18.9, shall be defined for the Zoo as per Article 3.8 and for Regional Parks for the purposes of vacation selection only as: ~~Blue Lake Regional Park, Oxbow Regional Park, Marine Facilities, Pioneer Cemeteries, Natural Resources, and Operations & Maintenance Support.~~ **Willamette District, and Columbia District.**
- 18.9 Vacation selections shall be by classification on the basis of seniority within the Work Unit in which employed:
- 18.9.1 Each employee will be entitled to exercise their seniority for only one (1) vacation selection each year, **up to a max of five (5) weeks**. For purposes of this section "selection" means one or more consecutive days. **The employer may allow employees to rescind portions of their approved seniority bid as long as the final selection results in a selection of one or more consecutive weeks.**
- 18.9.2 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:
- 18.9.2.1 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, **within the above deadlines**, means that seniority vacation bidding rights are forfeited for that year **and the employee loses his/her ability to secure a vacation on the basis of their seniority for the bid process.**

18.9.2.2 Any duplication in preferred vacation scheduling shall be worked out between employees submitting such duplicate bids and the supervisor involved in accordance with 18.9.2.1.

18.9.2.3 In the event duplicate bids cannot be worked out to the satisfaction of the employees involved and the Employer in accordance with 18.9.2.1, seniority shall control subject only to the overall staffing needs of the Zoo operation. **Management may require the least senior employee to modify his/her bid. If the employee fails or refuses to modify his/her bid, the employee loses his/her ability to secure a seniority vacation selection for the bid process.**

18.9.2.4 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.

19. HOLIDAYS

19.1 Holiday eligibility will be pro-rated based on actual scheduled hours worked within the preceding pay period, or for the hours actually worked on the holiday, 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:

19.1.1 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. **Employees should request a personal holiday with at least 14 days notice. —Personal holiday requests will not be unreasonably denied.** 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~~

- 19.1.2 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.
- 19.2 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.
- 19.3 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.
- 19.4 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 they shall be paid the overtime rate for any holiday they are required to work. However, if an employee is regularly scheduled to work on a holiday, they 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.
- 19.4.1 An eligible employee shall be any employee who has been an employee of the Employer at least ten (10) days prior to the holiday.
- 19.4.2 No employee shall receive holiday pay if the employee is absent on their scheduled work day either immediately preceding or immediately following the holiday, unless they were on pay status for the entire such

day before and day after, or unless they have previously applied to their 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 they may submit a written request for holiday pay, stating the reason for their 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, they 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:

- 19.4.2.1 Whether the absence would have been granted had prior approval been sought, and, in addition;
- 19.4.2.2 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.
- 19.4.3 If a holiday is observed during an employee's vacation period, they may have their vacation lengthened (either before or after) for one (1) day with pay or they may choose a deferred holiday with pay.
- 19.4.4 If an eligible employee is on sick leave and a holiday is observed, they shall be paid for such holiday and it shall not count against their accumulated sick leave.
- 19.4.5 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 19.1. Regular Part-Time employees who accept on-call work on holidays will be paid, at the overtime rate, only for time worked.
- 19.4.6 Notwithstanding any other provision of this Article, temporary employees shall be entitled to receive holiday pay only if they were scheduled to work on said holiday.

20. HEALTH AND WELFARE

~~20.1 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 their 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 Oregon 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. In accordance with Article 20.4.1, 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.~~

~~20.2 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.~~

~~20.2.1 For the 2003-2004 Fiscal Year, 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.~~

~~20.2.2 The Oregon Laborers Trust (OLT) shall provide coverage for domestic partners no later than May 1, 2006. If OLT is unable to offer such coverage it will not be offered in Metro's 2006 open enrollment period.~~

20.1 All Regular Full-Time employees 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 their dependents. Metro sponsored Welfare coverage will include long-term disability, accidental death and dismemberment, life and dependent life insurances, pursuant to Article 20.6.

20.2 All Regular employees who are working 20 hours or more a week for Metro prior to July 1, 2003 are eligible for full health and welfare benefits. Metro sponsored health coverage will include medical, dental, and vision coverage for the employee and their dependents. Metro sponsored Welfare coverage will include long term disability, accidental death and dismemberment, life and dependent life insurances, pursuant to Article 20.6.

20.2.1 Regular Part-Time employees working .5 FTE or greater hired after July 1, 2003 are eligible for Health and Welfare benefits pro-rated according to their FTE.

20.2.2 If Metro should hire a Regular employee at less than .5 FTE, the Employer and the Union will meet to discuss possible coverage options.

20.2.3 **A temporary LIU member, who works 720 hours, will be eligible for a health insurance payment. After an employee works 720 hours, he/she will be paid \$250 per month, for each month that he/she works 80 or more hours in a month.**

If an employee has a break-in-service of more than 3 months, he/she must re-qualify by working a new set of 720 hours.

Current temporary LIU members who would have qualified for health insurance under the 2003-06 agreement will receive a retroactive payment to July 1, 2006 provided that he/she meets the qualifying language above.

The parties agree to establish a JLMC process to explore mutually acceptable solutions for Temporary Employee health insurance.

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

- (a) Effective July 1, ~~2003~~ **2006**, Metro shall contribute up to ~~\$727.12~~ **\$562.00** per employee per month for the medical, dental and vision plans provided by an HMO and/or indemnity carrier.

The parties agree to reopen the discussion of Health Insurance Caps on March 1, 2007. If neither party reopens this discussion, the parties agree that the caps are as stated in this agreement.

- (b) Effective July 1, ~~2004~~ **2007**, Metro shall contribute up to ~~\$763.48~~ **\$629.50** per employee per month for the medical, dental and vision plans provided ~~by OLT~~, an HMO, and/or indemnity carrier.
- (c) Effective July 1, ~~2005~~ **2008**, Metro shall contribute up to ~~\$801.65~~ **\$692.50** per employee per month for the medical, dental and vision plans provided ~~by OLT~~, an HMO, and/or indemnity carrier.
- (d) Effective July 1, ~~2005~~ **2009**, Metro shall contribute up to ~~\$841.73~~ **\$692.50** per employee per month for the medical, dental and vision plans provided ~~by OLT~~, an HMO, and/or indemnity carrier.

- (d) Employer contributions in excess of actual plan costs will be held in reserve in the event Metro decides to self-insure or to reduce employees' out-of-pocket costs in the event Metro does not decide to self-insure. All monies in this reserve, and generated by this reserve, will be used exclusively for employee health and welfare benefits as determined by the Joint Labor Management Benefits Committee in Article 20.7.

20.4 Life insurance, dependent life, accidental death and dismemberment and long term disability coverage shall be provided to all employees who enroll in the Metro plan. Such coverage 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 20.6 of this Agreement.

~~20.6.1 Beginning July 1, 2004 employees who select the Oregon Laborer's Trust (OLT) shall self pay long term disability. In the event OLT adds long term disability as part of its coverage, the employee will no longer be required to pay for Metro's plan.~~

20.5 A Joint Labor-Management Committee (JLMC) comprised in accordance with adopted by-laws shall review health, dental, and vision insurance plans and costs. 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 coverage to stay below the specified Employer contributions for each year of the Agreement. Each employee shall contribute the remainder of the actual composite premium cost greater than the Employer contribution, if necessary.

A lawful meeting shall be comprised as provided in the Committee's by-laws. The Committee shall make recommendations to the Chief Operating Officer in an effort to keep health care costs under the amounts set forth in Sections 20.2.1 through 20.5 of this article.

The Chief Operating 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 243.698 – 243.722 including mediation and fact-finding.

20.6 Metro will fund health benefits to the limits listed. Should Metro choose to fund any other group at a higher level, then such new level will be applied equally to this contract.

20.7 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.

21. RETIREMENT

- 21.1 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.
- 21.2 Effective December 16, 1994, the “employee portion” (6%) shall be paid by the employee through automatic payroll deduction as authorized by the Agreement.
- 21.3 **In the event that PERS is revised by court action, legislation or constitutional amendment, the Article shall be reopened for bargaining upon the written request of either party, pursuant to the laws governing interim bargaining.**

~~Employer may alter or amend the plan or plans provided in paragraph 21.1, 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.~~

- ~~21.4 The Employer agrees to convert sick leave pay, upon retirement, to a PERS Supplement, as contemplated by ORS 237.350.~~
- ~~21.5 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.~~

22. SICK LEAVE

- 22.1 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. Employees may accumulate unlimited sick leave.
- 22.2 Employees using sick leave shall notify or cause to be notified, their immediate supervisor or their designee thirty (30) minutes before commencement of their 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.
- 22.3 An employee shall be entitled to use a maximum of **three (3)** ~~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 calendar days sick leave without a doctor's certificate.
- 22.3.1 If an employee is on sick leave prior to their regular weekly scheduled days off, the scheduled days off will not be counted for the purpose of requiring a doctor's certificate.
- 22.3.2 When a doctor's certificate is required, it will contain the date of treatment and the date the employee may return to work.
- 22.4 Employees may use sick leave for illness in their immediate family in accordance with FMLA and OMLA. Domestic partners are considered immediate family for purposes of this Article.
- 22.5 **Sick Leave Misuse:** Notwithstanding the foregoing, any employee who is considered to be misusing sick leave may be subject to discipline pursuant to Article 28 - Discipline and Discharge and/or may be required to furnish a doctor's certificate for each day of illness.
- 22.5.1 "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.
- 22.5.2 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 they appear to be misusing sick leave and given the employee an opportunity to respond.
- 22.6 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.
- 22.7 Temporary employees shall accrue no sick leave benefits.
- ~~22.8 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 20 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 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 22.1 of this Article. 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.~~

~~22.9~~ No sick leave pay shall be paid for injuries related to outside employment.

~~22.10~~ 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.

~~22.11~~ 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.

23. FUNERAL LEAVE

23.1 An employee absent from duty by reason of the death of their spouse, domestic partner, 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.

23.2 An additional two (2) days leave shall be allowed an employee for necessary funeral travel time in the event of a death in their immediate family. Approval for such travel time shall be made by the supervisor.

23.3 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.

23.4 When an employee attends a funeral ceremony for a fellow employee within Metro, they will be granted four (4) hours time off with pay to attend such funeral ceremony, subject to the needs of the operation.

24. OTHER LEAVES

24.1 With reasonable advance notice and with consent of the Employer, employees may be permitted other unpaid leaves of absences under the following conditions:

24.1.1 Personal leaves of absence, where the employee will return to work within one hundred eighty (180) calendar days. Personal leaves of absence shall not be granted for other outside employment.

24.1.2 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.

24.1.3 The return to work criteria shall be that used in 24.2, except that accrued sick leave may not be used during an educational leave of absence.

- 24.2 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 a leave shall file such request in writing with the Director and attach thereto a statement of the attending physician.
- 24.2.1 Such leave shall also be granted for critical illness in the immediate family if supported by a statement of the attending physician and by proof that the illness requires the employee's attendance.
- 24.2.2 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.
- 24.2.3 After a leave of absence of one hundred eighty (180) calendar days or longer, an employee desiring to return to work must give the Employer ten (10) days written notice of their intent to return. However, if a vacancy does not exist at the time such employee decides to return from a leave, they shall be placed on the appropriate laid off list in accordance with seniority which list shall be subject to the provision of section 17.1.4.
- 24.3 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 they have 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.
- 24.3.1 On an employee's date of hire, they 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 24.3 above.
- 24.3.2 Payments made by the Employer under subsections 24.3 and 24.3.1 above shall not be charged to accrued sick leave.

- 24.3.3 If an employee exhausts all benefits in 24.3 and 24.3.1 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 they were eligible for Employer-paid benefits at the time of the accident.
- 24.3.4 Any employee who suffers an industrial accident shall have the right for a period of eighteen (18) months to return to the position they held at the time of their accident if they are physically capable of performing the duties of such position.
- 24.3.5 If an injured employee has become medically stable and is physically unable to return to the position they held at the time of injury, or the eighteen (18) month period in 24.3.4 has expired, then they will be re-employed in accordance with applicable State law.
- 24.3.6 Employees whose benefits under 24.3 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 24.3.4 shall have their seniority frozen and shall accumulate no further seniority until they return to work.
- 24.3.7 Employees hired as replacements for persons on Industrial Accident Leave, in accordance with 24.3.4, 24.3.5 and 24.3.6, will be informed as to the right of an injured worker to return to their job.
- 24.4 Parental leave as provided under this Article shall be no less than provided for in ORS 659.470.
- 24.5 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 Employer will suffer no negative customer service or economic impacts.

25. JURY DUTY

- 25.1 All employees shall be granted leave with pay and without loss of any benefits of their 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:
 - 25.1.1 The employee granted such leave shall pay all money received for their service as juror or witness to the Employer, less any travel allowance received.
 - 25.1.2 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, they may retain the fee paid for service as a juror or witness on their day off or vacation day.

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

26. SAFETY – SANITATION

26.1 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.

26.2 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.

26.3 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. Oregon Zoo
2. Regional Parks and Greenspaces

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.

26.3.1 Each month each supervisor shall hold a safety meeting with their 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 their crew.

26.4 All work performed by the employees shall be governed by the provisions set forth in OR-OSHA regulations.

26.5 No employees shall operate any vehicle or machinery which does not comply with OR-OSHA or the laws of the State of Oregon.

- 26.5.1 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.
- 26.6 Any employee, who believes that any working condition or machinery is unsafe, shall immediately call it to the attention their supervisor and the Safety Committee.
- 26.7 No employee shall be disciplined for refusal to violate OR-OSHA regulations or the laws of the State of Oregon.
- 26.8 Any condition that the Union believes a violation of reasonable sanitation practices may be taken up through the grievance procedure under Article 29.
- 26.9 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.
- 26.10 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.
- 26.11 Each employee shall be required to wear such safety and protective apparel and devices as furnished by the Employer.

27. CLOTHING

- 27.1 Where the Employer requires specified working clothing for employees in its various operations, the Employer will furnish such clothing. Clothing shall be of an appropriate size, and in good working order. 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.
- 27.2 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.
- 27.3 Any employee working in a position where the Employer requires safety shoes, shall be reimbursed at five cents (\$.05) per hour as part of their regular hourly

pay. Purchase of safety shoes shall be on the employee's time. Such safety shoes must be worn when on duty.

27.4 All employees required to wear a uniform shall receive a three cents (\$.03) per hour payment to offset the cost of washing the employee's uniform.

28. DISCIPLINE AND DISCHARGE

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

28.1.1 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.

28.2 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 their 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.

28.2.1 The Union shall have the right to take up the suspension and/or discharge as a grievance as specified at 29.1.3 of the Grievance procedure, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.

28.2.2 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 a Board of Adjustment or by an arbitrator under the grievance procedure hereinafter set forth.

28.3 During the probationary period an employee may be terminated for any reason without recourse under the Grievance and Arbitration procedures of this Agreement.

28.4 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.

28.5 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.

29. GRIEVANCES, COMPLAINTS AND ARBITRATION

29.1 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:

29.1.1 **Level 1 – Supervisor:** Any employee with a grievance shall refer the matter 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.

29.1.2 **Level 2 – Director:** If the matter is not settled within ~~ten (10)~~ **fourteen (14)** 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 their designated representative within ~~fifteen (15)~~ **fourteen (14)** calendar days of the expiration of the ~~ten (10)~~ **fourteen (14)** calendar day period for settlement with the supervisor. The Director, or their designate, and such assistants as they may select, shall meet promptly to attempt to settle such grievance with the Union.

29.1.3 **Level 3: Chief Operating Officer:** Should the Union and the Director fail to effect a settlement of the dispute within ~~ten (10)~~ **fourteen (14)** calendar days of its submission to the Director, the Union shall have the right to perfect and submit the grievance in writing to the Chief Operating Officer **or designee**, provided that such submission shall be within ~~twenty-one (20)~~ **one (1)** calendar days from the date of submission to the Director.

~~29.1.4 Should the Parties fail to settle the dispute with the Chief Operating Officer within fifteen (15) calendar days from the date of submission, it may, upon mutual agreement, 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 Chief Operating Officer and two (2) members designated by the Union involved. Members of the Board of Adjustment designated by the Chief Operating 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 Chief Operating 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.~~

- 29.1.54 **Level 4 – Arbitration:** ~~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 Chief Operating Officer of its decision in writing within twenty-one (21) calendar days from the date of ~~the decision of the Board of Adjustment~~ **submission to Level 3.** 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.
- 29.2 The Arbitrator's decision shall be final and binding, but they shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. Their 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.
- 29.3 The **losing party, as determined by the Arbitrator,** ~~Employer and the Union shall divide equally and~~ **shall** 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.

30. 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.

31. 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.

33. **TERMINATION – RE-OPENING**

- 32.1 This Agreement shall be in full force and effect from July 1, 2006 until June 30, 2010, and it shall cease and expire on that date.
- 32.2 The Union will notify the Employer, not later than January 15, 2010, that it intends to reopen this Agreement for the purpose of negotiation all or part of this Agreement.
- 33.3 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: _____
Michael Jordan DATE:
Chief Operating Officer

By: _____
Richard Beetle DATE:
Business Manager

By: _____
Kevin B. Dull DATE:
Labor & Employee Relations Manager

Letter of Agreement
Metro and LIUNA Lo. 483
Article 17 – Reductions in Force

For the purposes of Article 17, the Parks and Zoo departments shall have separate seniority lists by classification. These lists shall be used in the event that a reduction in force or resultant recall are deemed necessary. Employees may not bump another employee within classification or to a lower classification across departments. If a vacancy exists at the Zoo or Parks, the laid-off employee may bump or be recalled to that position.

A layoff cannot be implemented if either department engages volunteers who are serving within the affected classification more than 1,000 hours per budgeted FTE for that classification. If a layoff is to occur within the affected classification, volunteer hours must be reduced to 1,000 hours per fiscal year per remaining FTE before affecting a layoff. (e.g. if one (1) gardener of the seven (7) gardeners is laid off, the volunteer program can only be a total of 6,000 hours per fiscal year).

The volunteer limitation of this agreement does not apply to large one or two-day volunteer projects. (e.g. Nike Volunteer Project), nor does it apply to the Zoo Lights program.

Year	2006-07 ¹		<u>Schedule "A"</u>		
Salary Range	Job Code	Job Classification	Temporary & Entrance Rate	After 6 Months	After 1 Year
408	4008	Ticket Seller #	9.65		
463	4430	Laborer *#	9.79		
360	0019	Typist-Receptionist #	10.63	12.81	15.38
364	0461	Stationmaster #	10.93	12.84	14.78
361	0035	Clerk/Bookkeeper	11.16	13.78	16.36
201	3021	Typist-Receptionist Lead#	11.15	13.46	16.14
344	0444	Custodian#	11.59	13.56	15.50
346	0451	Lead Cash Office Clerk	11.69	14.48	17.17
362	3020	Clerk/Stenographer	11.94	14.67	17.47
365	0465	Gardener 1* #	15.77	17.76	20.51
365	0533	Nutrition Technician 1*#	15.71	17.76	20.51
367	0470	Animal Keeper*#	15.77	18.54	21.31
366	0535	Nutrition Technician 2*#	15.77	18.54	21.31
367	0536	Veterinary Technician*#	15.77	18.54	21.31
359	0445	Maintenance Worker 1*#	16.30	18.22	20.14
368	0466	Gardener 2*#	16.61	19.10	21.58
363	0450	Park Ranger*#	17.46	19.53	21.58
358	0446	Maintenance Worker 2*#	18.12	20.53	22.94
358	0449	Exhibits Technician II*#	18.12	20.53	22.94
357	0478	Work Center Coordinator*	19.02	21.68	24.37
357		Park Ranger Lead*#	19.09	21.76	24.46
370	0468	Arborist*#	19.09	21.76	24.46
370	0467	Senior Gardener*#	19.09	21.76	24.46
369	0447	Maintenance Worker 3*#	19.20	21.74	24.30
375	0448	Maintenance Technician*#	21.29	23.79	26.96
371	0471	Sr. Animal Keeper*#	21.42	21.97	23.27
372	0454	Exhibits Lead*#	22.27	25.22	28.16
372	0455	Maintenance Lead*#	22.27	25.22	28.16
373	0456	Master Mechanic*#	22.27	25.22	28.16
376	3456	Project Coordinator*	54430.58	60796.33	67162.06
374	0457	Maintenance Electrician*#	31.88		

*Boot Allowance = \$.05 per hour

#Laundry = \$.03 per hour

Boot and laundry allowances are included in the hourly wages above.

¹This pay plan is for those employees hired before December 1, 2006

Year			<u>Schedule "B"</u>				
2006-07 ¹				Temporary & Entrance	After 6	After 18	After 30
Salary Range	Job Code	Job Classification	Rate	Months	Months	Months	Months
408	4008	Ticket Seller #	9.65				
463	4430	Laborer *#	9.79				
360	0019	Typist-Receptionist #	12.15	13.22	14.30	15.38	
364	0461	Stationmaster #	11.68	12.71	13.75	14.78	
361	0035	Clerk/Bookkeeper	12.92	14.07	15.21	16.36	
201	3021	Typist-Receptionist Lead#	12.75	13.88	15.01	16.14	
344	0444	Custodian #	12.28	13.36	14.45	15.50	
346	0451	Lead Cash Office Clerk	13.56	14.77	15.97	17.17	
362	3020	Clerk/Stenographer	13.80	15.02	16.25	17.47	
365	0465	Gardener 1*#	16.23	17.67	19.10	20.51	
365	0533	Nutrition Technician 1*#	16.23	17.67	19.10	20.51	
367	0470	Animal Keeper*#	16.86	18.36	19.85	21.31	
366	0535	Nutrition Technician 2*#	16.86	18.36	19.85	21.31	
367	0536	Veterinary Technician*#	16.86	18.36	19.85	21.31	
359	0445	Maintenance Worker 1*#	15.94	17.35	18.76	20.14	
368	0466	Gardener 2*#	17.08	18.59	20.10	21.58	
363	0450	Park Ranger*#	17.08	18.59	20.10	21.58	
358	0446	Maintenance Worker 2*#	18.15	19.76	21.36	22.94	
358	0449	Exhibits Technician II*#	18.15	19.76	21.36	22.94	
357	0478	Work Center Coordinator*	19.25	20.96	22.66	24.37	
357		Park Ranger Lead*#	19.35	21.07	22.78	24.46	
370	0468	Arborist*#	19.35	21.07	22.78	24.46	
370	0467	Senior Gardener*#	19.35	21.07	22.78	24.46	
369	0447	Maintenance Worker 3*#	19.22	20.93	22.63	24.30	
375	0448	Maintenance Technician*#	21.33	23.22	25.11	26.96	
371	0471	Sr. Animal Keeper*#	18.41	20.04	21.67	23.27	
372	0454	Exhibits Lead*#	22.28	24.25	26.22	28.16	
372	0455	Maintenance Lead*#	22.28	24.25	26.22	28.16	
373	0456	Master Mechanic*#	22.28	24.25	26.22	28.16	
376	3456	Project Coordinator*	53058.02	57759.37	62460.71	67162.06	
374	0457	Maintenance Electrician*#	31.88				

*Boot Allowance = \$.05 per hour #Laundry = \$.03 per hour

Boot and laundry allowances are included in the hourly wages above.

¹. This pay plan is for those employees hired after December 1, 2006

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 06-3744, FOR THE PURPOSE OF RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN LABORERS' INTERNATIONAL UNION (LIUNA) LOCAL 483 AND METRO FROM JULY 1, 2006 TO JUNE 30, 2010.

Date: November 16, 2006

Prepared by: Kevin B. Dull

BACKGROUND

The purpose of this resolution is to ratify the tentative agreement between LIUNA Lo. 483 and Metro for the period: July 1, 2006 to June 30, 2010. Total membership in LIUNA is approximately 86 fulltime and between 100-150 temporary staff (depending on work load demands and seasonality). LIU members work in the Zoo and Parks departments. Under this four-year agreement the following key economic and language changes have been agreed to:

1. Wages

November 17, 2006	3.0% CoLA effective upon ratification (no retroactivity)
July 1, 2007	1.5% - 3.25% depending upon Portland Salem CPI-U
July 1, 2008	1.5% - 3.25% depending upon Portland Salem CPI-U
July 1, 2009	1.5% - 3.25% depending upon Portland Salem CPI-U

2. Pay-for-Performance Program

Wages listed in schedule "A" and "B" shall be considered minimum wages. Metro may pay wages in excess of those listed, implement a bonus or incentive program related to the Performance Evaluation and Merit Pay Program, and/or otherwise compensate employees at the sole discretion of Metro.

3. Health Insurance

Metro's contribution to Permanent Employee Health and Welfare Insurances

July 1, 2006	Increase Metro's contribution to Health and Welfare Insurance 5% from \$692.50 to \$727.12
July 1, 2007	5% increase to: \$763.48
July 1, 2008	5% increase to: \$801.65
July 1, 2009	5% increase to: \$841.73

Health Care Cap Re-opener:

"The parties agree to reopen the discussion of Health Insurance Caps on March 1, 2007. If neither party reopens this discussion, the parties agree that the caps are as stated in this agreement."

Temporary Employee Health Insurance:

Reduced the barriers for longer-term temporary employees to earn a health and welfare payment in addition to wages.

“20.2.3 A temporary LIU member, who works 720 hours, will be eligible for a health insurance payment. After an employee works 720 hours, he/she will be paid \$250 per month, for each month that he/she works 80 or more hours in a month.

If an employee has a break-in-service of more than 3 months, he/she must re-qualify by working a new set of 720 hours.”

Oregon Laborers’ Trust (OLT) Health Insurance Program

OLT was removed from the contract. In 2003, the parties agreed that OLT would not be offered as a health insurance program to LIU members unless OLT changed its policy against allowing same sex and opposite sex domestic partners from being eligible to apply for and receive health insurance. OLT failed to make the necessary changes.

4. Pay Plan

The current agreement has a three (3) step pay plan. Employees move to the top step within 1 year. For new hires, the parties agreed to change to a four (4) step pay plan. New hires will move to the top step over a 30 month period.

5. Added Two Classifications to the Pay Plan

Nutrition Technician 2
Park Ranger Lead

6. Laundry Allowance

All employees required to wear a uniform shall receive a three cents (\$.03) per hour payment to offset the cost of washing the employee’s uniform.

7. Contracting out

Eliminated the complete bar against contracting out and substituted the following process:

“Except as provided in this Article, work performed by 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.~~ **Any work, which is performed by bargaining unit employees shall not be contracted out until Metro indicates that the contracting out will result in reduced costs. When contracting out work is being considered, Metro shall withhold taking such action to provide the Union a reasonable opportunity for discussion of this matter, including alternative methods of performing the work. Metro will provide all available cost comparison data to the Union based on uniform specifications. However, except for union contractors, available cost comparisons must include: wage, health, welfare and pension costs equivalent to those contained in this agreement. The**

foregoing cost comparisons shall not apply to existing contracts and practices, including those that may be renewed. This does not, however, restrict the Employer from contracting out work previously subcontracted.”

8. Volunteer Program

Eliminated the threat that Zoo or Parks would have to completely eliminate its volunteer program when – due to economic circumstances – the Zoo must layoff a LIU Member. The parties agreed that the volunteer program could not be larger than 1,000 volunteer hours per remaining FTE per classification.

For Example:

The Zoo employs seven (7) full time gardeners. If the Zoo lays off one (1) gardener leaving six (6) full-time gardeners, the volunteer gardening program can be no larger than 6,000 hours during that fiscal year.

ANALYSIS/INFORMATION

1. **Known Opposition:** None
2. **Legal Antecedents:** Previously negotiated collective bargaining agreements.
3. **Anticipated Effects:** Departments will continue operating without an interruption in business operations due to informational picketing or strike. LIU employees will receive an increase in wage. Temporary employees can qualify to receive a health insurance premium. We have the opportunity to tie performance to a merit award for LIU employees. Established an equitable balance between the use of volunteers and job protection for LIU employees.
4. **Budget Impacts:** The wage and benefit increases in the current year of the agreement were anticipated and budgeted for in this year’s council budget.

RECOMMENDED ACTION

Chief Operating Officer recommends approval of resolution 06-3744.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE CHIEF) RESOLUTION NO. 06-3747
OPERATING OFFICER TO ENTER INTO AN)
AGREEMENT TO PURCHASE PROPERTY IN THE) Introduced by Chief Operating Officer
FOREST PARK TARGET AREA UNDER THE) Michael J. Jordan, with the
2006 NATURAL AREAS BOND MEASURE) concurrence of Council President
AND THE OPEN SPACES IMPLEMENTATION WORK) David Bragdon
PLAN)

WHEREAS, the Metro Council has taken a leadership role in identifying remaining natural areas in the Metro area and planning for their protection; and

WHEREAS, Resolution No. 06-3672B “For the Purpose of Submitting to the Voters of the Metro Area a General Obligation Bond Indebtedness in the Amount of \$227.4 Million to Fund Natural Area Acquisition and Water Quality Protection,” adopted by the Metro Council on March 9, 2006 (the “2006 Natural Areas Bond Measure”), recommended submission to the voters of a general obligation bond to preserve natural areas and clean water and protect fish and wildlife; and

WHEREAS, Resolution No. 05-3612 “For the Purpose of Stating an Intent to Submit to the Voters the Question of the Establishment of a Funding Measure to Support Natural Area and Water Quality Protection and Establishing a Blue Ribbon Committee; and Setting Forth the Official Intent of the Metro Council to Reimburse Certain Expenditures out of the Proceeds of Obligations to Be Issued in Connection with the Regional Parks and Greenspaces Program,” adopted by the Metro Council on September 29, 2005, directed staff to work on obtaining options to purchase specific properties approved by the Metro Council, as part of the preliminary work associated with the proposed funding measure; and

WHEREAS, in accord with Resolution No. 05-3612, Metro staff has identified opportunities to purchase specific property in the proposed 2006 Natural Areas Bond Measure Target Areas, which properties are identified and further described in Exhibit A; and

WHEREAS, expenditure authority exists in the Fiscal Year 2006-07 Adopted Budget totaling \$100,000 to pay for due diligence and provide earnest money for the entry into agreements to purchase property in the proposed 2006 Natural Areas Bond Measure Target Areas, conditioned upon Metro Council approval, as directed by Resolution No. 05-3612; and

WHEREAS, all terms of the transactions contemplated herein shall be governed by the 1995 Open Spaces Implementation Work Plan, set forth in Metro Council Resolution No. 95-2228A “For the Purpose of Authorizing the Executive Officer to Purchase Property with Accepted Acquisition Guidelines as Outlined in the Open Spaces Implementation Work Plan,” adopted on November 2, 1995; now therefore

BE IT RESOLVED THAT Metro Council hereby authorizes the Chief Operating Officer to enter into agreements of purchase and sale and/or agreements and to acquire said properties identified in Exhibit A, in accord with the parameters of the Open Spaces Implementation Work Plan.

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ADOPTED by the Metro Council this _____ day of _____ 2006.

David Bragdon, Council President

Approved as to Form:

Daniel B. Cooper, Metro Attorney

EXHIBIT A
RESOLUTION NO. 06-3747

PROPERTY IDENTIFIED AS
PURCHASE OPPORTUNITY



Target Area:

FOREST PARK

Description: Staff has identified a 0.64-acre parcel is located in a small plated subdivision on the southeast side of the park near Mt St Helens Road. This parcel is directly adjacent to City of Portland owned property and includes a 100-year-old Doug fir forest. It is currently unimproved, though could be developed with up to 5 single family homes and development of this parcel would further impact the area, with street improvements.

If the property is protected the street frontage will remain unimproved and as the adjacent owner is also the Park, the existing gate to the Park could be pushed back by about 200 feet. The landowners are actively marketing the property.

- Option Criteria Addressed:**
- Protects Water Quality in the Willamette River Watershed
 - Protects 100 year old Douglas Fir forest
 - City of Portland and Friends of Forest Park strongly supports this acquisition

Managers: City of Portland will manage this property

Sellers: Private Party

Size: 0.64 acres

Conditions: Metro Council Approval of 2006 Natural Areas Bond Measure



STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 06-3747 FOR THE PURPOSE OF AUTHORIZING THE CHIEF OPERATING OFFICER TO ENTER INTO AN AGREEMENT TO PURCHASE PROPERTY IN THE FOREST PARK TARGET AREA UNDER THE 2006 NATURAL AREAS BOND MEASURE AND THE OPEN SPACES IMPLEMENTATION WORK PLAN

Date: November 30, 2006

Prepared by: Hillary Wilton

BACKGROUND

Metro staff was directed by Metro Council on September 29, 2005 (Resolution No. 05-3612 “For the Purpose of Stating an Intent to Submit to the Voters the Question of the Establishment of a Funding Measure to Support Natural Area and Water Quality Protection and Establishing a Blue Ribbon Committee and Setting Forth the Official Intent of the Metro Council to Reimburse Certain Expenditures Out of the Proceeds of Obligations to be Issued in Connection with the Regional Parks and Greenspaces Program”) to obtain options to purchase specific properties approved by Council, as part of the preliminary work for the 2006 Natural Areas Bond Measure. As part of the FY 2006-07 Adopted Budget, the Metro Council approved spending up to \$100,000 for the purchase of options or as earnest money in preparation for the 2006 Natural Areas Bond Measure. As part of Resolution No. 06-3687 (“For the Purpose of Authorizing the Chief Operating Officer to Enter Into Options to Purchase Property Under the 1995 Open Spaces Bond Measure and Proposed 2006 Natural Areas Bond Measure in Accord With the Open Spaces Implementation Work Plan and Providing Funding”) Metro Council approved spending for the purchase of options or as earnest money in preparation for the 2006 Natural Areas Bond Measure.

Metro staff has identified an opportunity to enter into purchase and sale agreements to acquire property in the Forest Park Target Area, identified in the 2006 Natural Areas Bond Measure Target Areas, conditioned upon Metro Council approval.

Forest Park Property

Forest Park is the largest and most ecologically intact natural area in the metropolitan region and is considered by many to be the “crown jewel” of the region’s natural area network. Forest Park is a Target Area identified in the 2006 Natural Areas Bond Measure.

Staff has identified a 0.64-acre parcel, which is located in a small platted subdivision on the southeast side of the park near Mt. St. Helens Road. This parcel is directly adjacent to City of Portland-owned property and includes a 100-year-old Doug fir forest. It is currently unimproved, though it could be developed with up to 5 single-family homes. Development of this parcel would further impact the area with street improvements. If the property is protected, the street frontage will remain unimproved and, as the adjacent owner is also the Park, the existing gate to the Park could be pushed back by about 200 feet. The landowners are actively marketing the property.

While Forest Park is an identified area in the 2006 Natural Areas Bond Measure, the Forest Park target area exceeded its acreage goals set in the 1995 Open Spaces Bond Measure, (acreage goal: 320, acreage acquired: 865.18) and the existing opportunity is not currently listed on the essential properties list. However, staff recommends acquisition of this parcel, strongly supported by Friends of Forest Park and the City of Portland to protect this inlet to the Park, and prevent the impact to the natural area of the potential development.

ANALYSIS/INFORMATION

1. Known Opposition

None known.

2. Legal Antecedents

Resolution No. 06-3672B, "For the Purpose of Submitting to the Voters of the Metro Area a General Obligation Bond Indebtedness in the Amount of \$227.4 Million to Fund Natural Area Acquisitions and Water Quality Protection", adopted on March 9, 2006.

Resolution No. 05-3612, "For the Purpose of Stating an Intent to Submit to the Voters the Question of the Establishment of a Funding Measure to Support Natural Area and Water Quality Protection and Establishing a Blue Ribbon Committee; and Setting Forth the Official Intent of the Metro Council to Reimburse Certain Expenditures Out of the Proceeds of Obligations to be Issued in Connection with the Regional Parks and Greenspaces Program", adopted on September 29, 2005.

3. Anticipated Effects

Metro will enter into Purchase and Sale Agreements for properties as identified on Exhibit A.

4. Budget Impacts

As part of Resolution No. 05-3612, Metro Council approved spending for the purchase of options or as earnest money in preparation for the 2006 Natural Areas Bond Measure.

As this property is within an established Target Area for the 1995 Open Spaces Bond Measure, the expenditure for this property can come from the existing Open Spaces Fund. Adequate capital outlay appropriation exists to complete this transaction.

RECOMMENDED ACTION

Staff recommends the adoption of Resolution No. 06-3747.