



METRO

Agenda

MEETING: METRO COUNCIL
DATE: October 25, 2007
DAY: Thursday
TIME: 5:00 PM
PLACE: Clackamas County Chamber

CALL TO ORDER AND ROLL CALL

1. INTRODUCTIONS

2. CITIZEN COMMUNICATIONS

3. CONSENT AGENDA

3.1 Consideration of Minutes for the October 4, 2007 Metro Council Regular Meeting.

3.2 **Resolution No. 07-3864**, For the Purpose of Amending the 2006-09 Metropolitan Transportation Improvement Program (MTIP) to Allocate \$145,109 to the Cleveland Avenue, SE Stark - SE Powell Project.

3.3 **Resolution No. 07-3875**, Appointing a Deputy Council President for the Remainder of 2007

3.4 **Resolution No. 07-3876**, For the Purpose of Entering into an Employment Agreement with Scott Robinson, Metro Chief Information Officer.

4. ORDINANCES – FIRST READING

4.1 **Ordinance No. 07-1161**, For the Purpose of Amending Metro Code Chapter 5.01 and 5.05 to Extend Moratoria on Applications for New Solid Waste Transfer Stations and Putrescible Waste Non-System Licenses Until December 31, 2008; and Declaring an Emergency.

5. RESOLUTIONS

5.1 **Resolution No. 07-3831**, For the Purpose of Approving the Federal Component of the 2035 Regional Transportation Plan (Public Hearing). Park

5.2 **Resolution No. 07-3873**, For the Purpose of Ratifying the AFSCME Local 3580 Collective Bargaining Agreement for July 1, 2007 through June 30, 2011. Hosticka

6. **PUBLIC HEARING AND INTERVIEWS REGARDING APPOINTMENT FOR A VACANCY IN METRO COUNCIL DISTRICT #2.**
7. **CHIEF OPERATING OFFICER COMMUNICATION**
8. **COUNCILOR COMMUNICATION**

ADJOURN

Television schedule for October 25, 2007 Metro Council meeting

The Oct. 25 Metro Council meeting will be held at 5 p.m. in the Clackamas County Commission chamber in Oregon City and will not be broadcast live. All subsequent replays listed below will be of the Oct. 25 meeting.

Clackamas, Multnomah and Washington counties, and Vancouver, Wash. Channel 11 -- Community Access Network www.tvctv.org -- (503) 629-8534 2 p.m. Thursday, Oct. 25 (replay of other meeting)	Portland Channel 30 (CityNet 30) -- Portland Community Media www.pcmtv.org -- (503) 288-1515 8:30 p.m. Sunday, Oct. 28 2 p.m. Monday, Oct. 29
Gresham Channel 30 -- MCTV www.mctv.org -- (503) 491-7636 2 p.m. Monday, Oct. 29	Washington County Channel 30 -- TVC-TV www.tvctv.org -- (503) 629-8534 11 p.m. Saturday, Oct. 27 11 p.m. Sunday, Oct. 28 6 a.m. Tuesday, Oct. 30 4 p.m. Wednesday, Oct. 31
Oregon City, Gladstone Channel 28 -- Willamette Falls Television www.wftvaccess.com -- (503) 650-0275 Call or visit website for program times.	West Linn Channel 30 -- Willamette Falls Television www.wftvaccess.com -- (503) 650-0275 Call or visit website for program times.

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).

Consideration of the Minutes of October 4, 2007 Metro Council Regular Meeting

Consent Agenda

Metro Council Meeting
Thursday, October 25, 2007
Clackamas County Chamber

MINUTES OF THE METRO COUNCIL MEETING

Thursday, October 4, 2007
Oregon Zoo, Skyline Room

Councilors Present: David Bragdon (Council President), Kathryn Harrington, Robert Liberty, Rod Park, Brian Newman

Councilors Absent: Rex Burkholder (excused), Carl Hosticka (excused)

Council President Bragdon convened the Regular Council Meeting at 2:08 p.m.

1. INTRODUCTIONS

There were none.

2. CITIZEN COMMUNICATIONS

Matt Rossell, In Defense of Animals, 5428 NE 30th Portland OR 97211 and Connie Durkee, In Defense of Animals, 5428 NE 30th Portland OR 97211 summarized their testimony (a copy of which is included in the record) Councilor Newman asked about the facilities that she mentioned and the recommended size of acreage for the Oregon Zoo. Ms. Durkee responded to his question. Councilor Liberty asked about the size of the herds at the sanctuaries. Mr. Rossell and Ms. Durkee provided further details of the two facilities. Councilor Newman talked about the mortality rate of the sanctuaries. These facilities didn't share statistics about their sanctuaries nor do they have medical care. Mr. Rossell spoke of the mortality statistics and said he would provide additional information on these sanctuaries. Councilor Newman said the Council just allocated monies for an elephant facility in Texas. Mr. Rossell noted the packet of information provided to the Council. They were hopeful to meet with Councilors individual.

Jane Bicquette, In Defense of Animals, 3291 NE Irving, Portland OR 97232 said she was here in support of the elephants. Elephants were huge elegant creatures. They were not domesticated like other animals. She talked about the sanctuary, which provided 142 acres for the elephants. She urged allowing the Oregon elephants be moved to a sanctuary. She suggested transforming their area for other animals. You don't need to see an elephant to learn about these creatures.

Vegansid Most, 4509 N Montana Ave Portland OR 97217 spoke of her experience in animal rescue. She asked when you look at the animals did they look sad. She felt they did. She spoke of her history attending the Zoo. In the 1980 children were able to touch the elephants at the Zoo. Their habitat around the world was being taken away. She summarized materials that were provided to the Council. Councilor Harrington asked about children being allowed to touch the elephants in the 1980s. Ms. Most talked about her experience. She suggested considering improving the education of the Zoo and letting the elephants be in a more natural setting.

Ninette Jones, 7637 N Interstate Portland OR 97217 said she spoke for the elephants. She was an animal lover. She talked about the proposed expansion of the elephant exhibit. She said the elephants were suffering from foot and joint problems. She didn't feel that having elephants would benefit the Zoo experience. She suggested simulations of elephants. She urged teaching the truth about these animals. She talked about Rose Tu and the abuse she had received previously.

She urged that the Zoo send the elephants to a sanctuary. She said these were close nit sensitive creatures.

3. CONSENT AGENDA

3.1 Consideration of minutes of the September 27, 2007 Regular Council Meeting.

Motion:

Councilor Harrington moved to adopt the meeting minutes of the September 27, 2007 Regular Metro Council as amended.

Council President Bragdon asked that the minutes be amended on page 6 to say Council President Bragdon asked if patches of Savannah Oaks site were scientifically recommended. On that same page amending a sentence to say Council President Bragdon wondered what amount would be given to the City of West Linn under the local share program. He asked if City of West Linn planned to contribute to the Oak Savannah. Councilor Liberty indicated it was Councilor Burkholder who has talked about priorities in the community.

Vote:

Councilors Harrington, Liberty, Park, Newman, and Council President Bragdon voted in support of the motion. The vote was 5 aye, the motion passed.
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4. ORDINANCES – FIRST READING

4.1 **Ordinance No. 07-1163**, Amending Metro Code Chapter 2.19 to Establish the Nature in Neighborhoods Capital Grants Review Committee, and Declaring an Emergency.

Council President Bragdon assigned Ordinance No. 07-1163 to Council.

4.2 **Ordinance No. 07-1164**, Amending Metro Code Sections 2.01.010 and 2.20.030 and Repealing Metro Code Section 2.01.200 to Require Metro's Chief Operating Officer to Prepare and Submit the Metro Budget.

Council President Bragdon assigned Ordinance No. 07-1164 to Council.

5. RESOLUTIONS

5.1 **Resolution No. 07-3871**, For the Purpose of Declaring a Vacancy in the Office of Metro Councilor For Council District No. 2.

Motion:	Councilor Newman moved to adopt Resolution No. 07-3871.
Seconded:	Councilor Liberty seconded the motion

Councilor Newman said this resolution fulfilled the requirement that we declare a vacancy. It was an easy decision. He urged approval. Council President Bragdon said he had started the clock, which was a four-week clock. Individuals had four weeks to submit their applications. Councilor Liberty said "bummer dude".

Vote:

Councilors Park, Newman, Harrington, Liberty, and Council President Bragdon voted in support of the motion. The vote was 5 aye, the motion
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passed.

5.2 **Resolution No. 07-3872**, Amending the 2007 Council Organizing Resolution and Council Project Resolution Nos. 06-3666 and 07-3815.

Motion:	Councilor Newman moved to adopt Resolution No. 07-3872
Seconded:	Councilor Harrington seconded the motion

Councilor Newman said this resolution reassigned Councilor Newman's responsibilities on projects to another liaison or lead. He reviewed the delegated responsibilities. He urged support.

Vote:

Councilors Park, Newman, Harrington, Liberty, and Council President Bragdon voted in support of the motion. The vote was 5 aye, the motion passed.

6. CHIEF OPERATING OFFICER (COO) COMMUNICATION

Michael Jordan, COO, talked about the Ordinance which amended the Code to allow the COO to prepare the budget. Suzanne Flynn, Metro Auditor, has several amendments about preparation of her budget. Dan Cooper, Metro Attorney, spoke about the Metropolitan Exposition Recreation Commission (MERC) budget being presented to the Council President similarly. Council President Bragdon said the budget staff needed to have the Auditor's budget at the same time as the other budgets were submitted.

7. COUNCILOR COMMUNICATION

Council President Bragdon said he would need to appoint a citizen to Metro Policy Advisory Committee. He was looking for suggestions. The successor needed to reside in Multnomah County.

Councilor Newman said the dedication of the Mt Talbert open space, which included the interpretive information was set for Saturday, October 6th. This was the first of four projects to be completed. The dedication would be 10:00 a.m. That would be his last official action for the Metro Council.

Councilor Liberty reported on the Sellwood Bridge Policy Advisory Group. It was an interesting meeting. The alternatives were narrowed down considerable. He represented the Councilors recommendation. He talked about the alternatives. They were down to a new or rehab bridge with an existing centerline. He also detailed information about the cross sections. He spoke about a new item they were considering about separate bike and pedestrian bridge. He noted that Ted Wheeler, Multnomah County Commission Chair attended. They would be having a discussion about bridge closure. Councilor Park asked about the discussion on light rail or streetcar. Councilor Liberty reviewed the recommendations. He talked about access issues.

Councilor Harrington talked about the joint MPAC/Joint Policy Advisory Committee on Transportation (JPACT) meeting next week. She thanked Councilor Park in advance for co-chairing that meeting. They had not had an MPAC meeting in a while. After this meeting, the next MPAC meeting would be October 24th. She asked about the October 16th work session. She understood that Councilors Park, Liberty, Hosticka and she would be at that meeting.

Councilor Park talked about the Sunrise Corridor Phase I and the alternatives. Councilor Harrington said one of her constituents had raised the issue of noise. She wondered if this was part of the criteria. Councilor Newman said noise usually came up at the project level.

Council President Bragdon talked about the hearing on October 25th. He would call the applicants in random order, give them each five minutes, time for Councilors to ask questions. Dan Cooper, Metro Attorney, said the Code required a public hearing. Comments could be confined to a brief period. Council President Bragdon asked about specific questions that would be asked. Councilor Liberty wanted to know about what was happening on the Headquarters Hotel. Mr. Jordan said they were meeting next week with COO types from the local jurisdictions that were involved to talk about how to engage with their elected and how we engage this commitment. They would be arranging meetings with key players along with Councilor Park and Council President Bragdon. They had talked about the State but he did not think it was practical to expect a commitment from the State at this time. Councilor Park said they recognized that there was not enough time for governments to take formal action. He was suggesting a letter from the jurisdictions. He wondered if this satisfied the Councilors' concerns. Councilor Liberty said on the \$600,000 he would like to find two other partners and split that commitment three ways. Mr. Cooper said the developer was working on a fee for services basis. Councilor Liberty talked about if it doesn't go. He would rather not leave the bag with Metro alone. Mr. Cooper said there had been suggestions that \$600,000 was not enough to cover the costs. Council President Bragdon talked about focusing on the construction costs. Councilor Park said there was another problem in that these jurisdictions would have to take formal action to share cost.

Council President Bragdon said he had enjoyed working with Councilor Newman. Councilor Newman's values were the kind he wanted to see. He felt he had learned on the job and had grown in the job. He looked forward to working with Councilor Newman in any capacity. He provided a framed plaque of Councilor Newman's dais nameplate.

Councilor Liberty provided additional gifts for Councilor Newman. He had enjoyed working with Councilor Newman. Councilor Newman was one of the reasons he joined the Council.

Councilor Park noted his gift and said he had enjoyed working with him. It had been a good ride, his only disappointment was he was leaving before him. He felt he would do well.

Councilor Harrington thanked Councilor Newman. She would miss him tremendously. She appreciated his energy. She looked forward to working with him in a different capacity.

Councilor Newman thanked Michael Jordan for his kind comments. He also acknowledged the wonderful reception that the staff had organized. He thanked the COO and the Metro Attorney. He had learned a lot from both of them including management of the staff. He appreciated his good cheer and wisdom. The two had been mentors to him. It had been a fun five years. The Council was a team but independent. They didn't work for each other. He couldn't think of a better group that he had a chance to work with. It was nice to come to Metro and work with a group that respected each other. He had learned a lot from all of the Councilors. He particularly thanked David Bragdon. The Council President had encouraged him to run for office. He had set the right tone for the Council. It had been a great experience. He was hopeful to continue to work with the Council. He felt good about this decision.

8. ADJOURN

Metro Council Meeting

10/04/07

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There being no further business to come before the Metro Council, Council President Bragdon adjourned the meeting at 3:17 p.m.

Prepared by

Chris Billington

Clerk of the Council

**ATTACHMENTS TO THE PUBLIC RECORD FOR THE MEETING OF
OCTOBER 4, 2007**

Item	Topic	Doc. Date	Document Description	Doc. Number
3.1	Minutes	9/27/07	Metro Council Meeting Minutes of September 27, 2007	100407c-01
2.0	Testimony and additional materials	10/4/07	To: Metro Council From: Matt Rossell and Connie Durkee, In Defense of Animals Re: Testimony and materials on elephants	100407c-02
2.0	Memo	10/4/07	To: Metro Council From: Eileen Stark Re: Oregon Zoo Elephant Exhibit Proposal	100407c-03

Agenda Item Number 3.2

Resolution No. 07-3864, For the Purpose of Amending the
2006-09 Metropolitan Transportation Improvement Program (MTIP) to
Add Funding Authority to the SE Cleveland Project.

Consent Agenda

Metro Council Meeting
Thursday, October 25, 2007
Clackamas County Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING THE 2008-	)	RESOLUTION NO. 07-3864
11 METROPOLITAN TRANSPORTATION)	
IMPROVEMENT PROGRAM (MTIP) TO ADD	)	Introduced by Councilor Rex Burkholder
FUNDING AUTHORITY TO THE SE)	
CLEVELAND AVENUE (GRESHAM) PROJECT)	
)	
)	
)	

WHEREAS, the Metropolitan Transportation Improvement Program (MTIP) prioritizes projects from the Regional Transportation Plan to receive transportation related funding; and

WHEREAS, the Joint Policy Advisory Committee on Transportation (JPACT) and the Metro Council must approve the MTIP and any subsequent amendments to add new projects to the MTIP; and

WHEREAS, the JPACT and the Metro Council approved Resolution No. 07-3825 "For the Purpose of Approving the 2008-2011 Metropolitan Transportation Improvement Program For the Portland Metropolitan Area," on August 16, 2007; and

WHEREAS, the City of Gresham applied for funding to retrofit SE Cleveland Avenue between Stark Street and Powell Boulevard; and

WHEREAS, the City of Gresham was awarded \$1 million of regional flexible funds to retrofit Cleveland Avenue between Burnside Street and Powell Boulevard; and

WHEREAS, the City of Gresham completed the Division Boulevard project under budget, returning unspent regional flexible fund authority to the regional fund balance; and

WHEREAS, the City of Gresham has requested the unspent funding authority be re-allocated to the SE Cleveland Avenue project; and

WHEREAS, these funds will allow the city to complete additional design elements within the original scope of the application; therefore

BE IT RESOLVED that the Metro Council hereby adopts the recommendation of JPACT to amend the 2008-11 Metropolitan Transportation Improvement Program to add the unspent authority from the Division Street boulevard project to the SE Cleveland Avenue: Stark Street to Powell Boulevard project.

ADOPTED by the Metro Council this 25th day of October 2007.

David Bragdon, Council President

Approved as to Form:

Daniel B. Cooper, Metro Attorney

CITY OF GRESHAM

Department of Environmental Services
 1333 N.W. Eastman Parkway
 Gresham, OR 97030-3813
 (503) 618-2525
 TTY (Hearing/Speech Impaired) - (503) 661-3942
 FAX (503) 661-5927
www.ci.gresham.or.us

August 30, 2007

Ted Leybold
 MTIP Project Manager
 Metro Planning Dept
 600 NE Grand Ave
 Portland, OR.
 97232

RE: Division St. Blvd Remaining Balance

Dear Ted,

In 2005, The City of Gresham's Transportation Division completed the Division Street Boulevard Project (NW Wallowa Ave – NE Kelly Ave). The goal of this project was to provide efficient use of existing right-of-way to serve vehicular, transit, bicycle and pedestrian modes of travel while unifying the Gresham Regional Center. The project was conducted as part of the Congestion Mitigation and Air Quality (CMAQ) program under Title 23, United States Code and the Oregon Action Plan.

As of January 5, 2007, the Division Street Boulevard Project (Key # 11425) had a remaining balance of \$145,109.12 in unspent federal funds. The cost savings were a result of good fiscal management practices that accomplished The Division Street Project with significant cost savings. The City of Gresham recognizes that unspent funds are not guaranteed to remain within our jurisdiction. However, we would like to petition to have those unspent funds transferred to the Cleveland Avenue project which also serves the Gresham Regional Center, provides for efficient use of existing right-of-way and serves vehicular, transit, bicycle and pedestrian modes of travel.

Originally, Cleveland Avenue project was from Powell Blvd to Stark Street. Because of limited regional federal funding, the City was not awarded the full amount of its request. The project was then divided into two phases: Phase one received funding and is located within the Gresham Regional Center from Powell Blvd to Burnside Blvd; Phase II is located on the outskirts of the Gresham Regional Center from Burnside Blvd to Stark Street and did not receive funding.



David S. Rouse
 Director

Transportation & Development
 Services Division

John Dorst
 Deputy Director

Office of Community Relations

Tam Driscoll
 Manager

Parks & Recreation
 Division

Robb Courtney
 Manager

Watershed Management
 Division

Steve Fancher
 Manager

Wastewater Services Division

Guy Graham
 Manager

Water Division

Brian Stahl
 Manager

Recycling & Solid Waste
 Program

Matt Korot
 Manager

The City pursued the Cleveland project based on the success of the Division Street Boulevard Project. The Cleveland Avenue Reconstruction project has long been identified as a priority. It is included in the Regional Transportation Plan, the Gresham Transportation System Plan, Capital Improvement Plan and Downtown Plan District.

If the unspent funds were transferred from the Division Street Boulevard Project to Cleveland Phase I, the additional monies would provide for the correction of deficient ADA access at Burnside and Cleveland as well as improve the overall project which would enhance ADA improvements from Powell Blvd to Burnside Blvd, provide green street improvements for storm water management which mimic the natural environment, and further enhance vehicular, transit, bicycle and pedestrian travel within the Gresham Regional Center. The same sound management practices that accomplished the Division Street Project with cost savings would also be employed with Cleveland Phase I.

The City of Gresham would like to thank you for your time and consideration in evaluating this important decision to allow us to transfer the remaining balance of funds from the Division Street Boulevard Project to improve the Cleveland Ave Phase I Project. Please contact me if you have further questions at 503.618.2806.

Sincerely


Ron Papsdorf
Transportation Planner Manager

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 07-3864, FOR THE PURPOSE OF AMENDING THE 2008-11 METROPOLITAN TRANSPORTATION IMPROVEMENT PROGRAM (MTIP) TO ADD FUNDING AUTHORITY TO THE CLEVELAND AVENUE (GRESHAM) PROJECT

Date: October 10, 2007

Prepared by: Ted Leybold

BACKGROUND

The City of Gresham recently completed the Division Street boulevard project in the Gresham regional center under the original budget. Approximately \$98,500 of regional flexible fund authority that was obligated to construction of the project was not spent. The Metropolitan Transportation Improvement Program rules state the unspent project funds revert back to the program for re-allocation.

The City has also received funding authority to reconstruct Cleveland Avenue in the Gresham regional center between Burnside Road and Powell Boulevard. Regional flexible funding is eligible for project development of the Stark Street to Burnside Road portion of Cleveland Avenue as long as the Burnside Road to Powell Boulevard section is constructed.

City staff is beginning the design and engineering for the Cleveland Avenue project and have requested the use of the remaining Division Street funds (see Exhibit A). The additional funds would be used to address deficient design of sidewalk curb ramps at the Burnside and Cleveland intersection as well as supplementing design elements along the length of the construction project.

This resolution would approve amending the 2008-11 Metropolitan Transportation Improvement Program to make available the unspent funds from the Division Boulevard project to the SE Cleveland Avenue: Stark Street to Powell Boulevard project.

ANALYSIS/INFORMATION

1. **Known Opposition** None known at this time.
2. **Legal Antecedents** Amends the 2008-11 Metropolitan Transportation Improvement Program adopted by Metro Council Resolution 07-3825 on August 16, 2007 (For the Purpose of Approving the 2008-11 Metropolitan Transportation Improvement Program for the Portland Metropolitan Area).
3. **Anticipated Effects** Adoption of this resolution will make available additional transportation funding to the City of Gresham for the Cleveland Avenue: Stark Street to Powell Boulevard project.
4. **Budget Impacts** None.

RECOMMENDED ACTION

Approve Metro Resolution No. 07-3864.

Agenda Item Number 3.3

Resolution No. 07-3875, Appointing a Deputy Council
President for the Remainder of 2007.

Consent Agenda

Metro Council Meeting
Thursday, October 25, 2007
Clackamas County Chamber

BEFORE THE METRO COUNCIL

APPOINTING A DEPUTY COUNCIL	)	RESOLUTION NO. 07-3875
PRESIDENT FOR THE REMAINDER OF 2007)	
	)	Introduced by Council President
	)	David Bragdon

WHEREAS, a vacancy exists in the position of Deputy Council President; and

WHEREAS, the Metro Charter provides that the Council President appoints the Deputy Council President; and

WHEREAS, the Council President has nominated Councilor Robert Liberty to serve as the Deputy Council President beginning immediately and serving for the remainder of 2007; now therefore

BE IT RESOLVED:

1. That the Metro Council elects Councilor Robert Liberty to be the Deputy for the reminder of 2007.

ADOPTED by the Metro Council this 25th day of October, 2007.

David Lincoln Bragdon, Council President

Approved as to Form:

Daniel B. Cooper, Metro Attorney

Agenda Item Number 3.4

Resolution No. 07-3876, For the Purpose of Entering into an
Employment Agreement with Scott Robinson, Metro Chief Information
Officer

Consent Agenda.

Metro Council Meeting
Thursday, October 25, 2007
Clackamas Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ENTERING INTO AN	)	RESOLUTION NO. 07-3876
EMPLOYMENT AGREEMENT WITH SCOTT	)	Introduced by Chief Operating Officer,
ROBINSON, METRO CHIEF INFORMATION	)	Michael J. Jordan
OFFICER		

WHEREAS, Personnel Code, Section 2.02.010, states that no contract of employment can be created except by written agreement signed by the Council President or Chief Operating Officer and the employee, and subject to approval of Council; and

WHEREAS, the Chief Operating Officer held a competitive recruitment for the position of Chief Information Officer and has made a verbal offer of employment to Scott Robinson for the position of Chief Information Officer; now therefore

BE IT RESOLVED that the Metro Council authorizes the Chief Operating Officer to enter into an Employment Agreement with Scott Robinson, for the position of Metro Chief Information Officer, as attached as Exhibit A.

ADOPTED by the Metro Council this 25th day of October, 2007.

David Bragdon, Council President

Approved as to Form:

Daniel B. Cooper, Metro Attorney

AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into by and between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter (herein referred to as “Metro”) and Scott Robinson (herein referred to as “Robinson”).

RECITALS

1. Metro requires the services of a Chief Information Officer.
2. Robinson has the qualifications and the desire to serve Metro as its Chief Information Officer.
3. This Agreement shall be referred to as the “Robinson At-Will Employment Agreement.”

NOW, THEREFORE, IN CONSIDERATION of the compensation to be paid by Metro to Robinson as specified in this Agreement, and in consideration of the mutual promises contained in this Agreement, the parties hereby agree as follows:

AGREEMENT

1. **Engagement.** Subject to the parties’ right to terminate this Agreement as specified below, Metro hereby employs and Robinson hereby accepts employment from Metro for Robinson’s services as Chief Information Officer.
2. **Term of Agreement.** Robinson’s employment under this Agreement shall begin on November 1, 2007, and shall continue until terminated as provided herein.
3. **Services.** Robinson shall faithfully, industriously and to the best of his ability provide his service as Chief Information Officer of Metro, and shall perform all duties as may be required of him by the Metro Charter, Metro Code and the Chief Operating Officer (“COO”).
4. **Exclusivity.** During the term of this Agreement, and except as otherwise provided herein, Robinson shall primarily devote his business efforts, time, attention, knowledge, and skills to Metro as its Chief Information Officer. Robinson may engage in outside business or professional activities, provided that Robinson obtains the written consent of the COO prior to engaging in any outside business or professional activities and provided that the COO has determined, in the COO’s sole discretion, that such activities: (a) do not impair performance of Robinson’s duties under this Agreement, (b) do not make use of Metro resources, (c) are not substantially similar to the services Robinson renders to Metro under this Agreement, and

(d) are not in violation of or otherwise inconsistent with the requirements of Metro policies, Metro Charter, Metro Code, or with any other applicable rules, regulations or legal requirements (as amended from time to time). The COO shall consult with the Metro Attorney before making his or her determination.

5. **Employment At-Will.** Metro and Robinson understand and acknowledge that Robinson serves at the pleasure of the COO. Metro and Robinson understand and acknowledge that Robinson's employment with Metro constitutes "at-will" employment. Subject to Metro's obligation to provide severance benefits as specified in this Agreement, Robinson and Metro acknowledge that this employment relationship may be terminated at any time, upon written notice to the other party, with or without cause or good reason and for any or no cause or reason, at the option of either Metro or Robinson. It is further understood and agreed that neither this Agreement, nor service provided under this Agreement, shall create a property interest of any kind. This Agreement has no monetary value.

6. **Compensation.**

A. **Salary.** As compensation for Robinson's services, Metro shall pay Robinson the sum of \$136,000 per year, payable in the same frequency and manner as other Metro employees. Robinson's performance and salary shall be reviewed annually by Metro as provided below and thereafter Robinson's salary may be adjusted by the COO, consistent with the Metro pay plan. The compensation paid to Robinson shall be subject to customary withholding taxes and other taxes as required with respect to compensation paid by Metro to an employee.

B. **Benefits.** Robinson shall receive all normal and regular benefits accruing to Metro non-represented employees as provided in Metro Code Chapter 2.02. For the purposes of this section, "benefits" means health insurance, including dental and vision care, life insurance, disability insurance, paid leave, employee assistance, and retirement benefits pursuant to the Public Employees Retirement System ("PERS"), and any other benefits which are provided routinely to Metro's non-represented employees. Metro will provide these benefits under the same terms and conditions as provided for Metro's non-represented employees. The employee benefits provided to Robinson under this section are subject to any addition, reduction or other change made by the Metro Council to the benefits provided to Metro's non-represented employees.

C. **Annual Leave.**

- (1) Robinson shall accrue annual leave as provided in the Metro Personnel Rules, as they may be amended from time to time, except that Robinson may exceed the 250 hour limit on accrued annual leave.
- (2) Under no circumstances may Robinson accrue more than 1,080 hours of annual leave. Robinson shall forfeit annual leave that both (a) exceeds the 250 hour limit; and (b) is accrued in a fiscal year in which Robinson has not

taken at least 80 hours of annual leave (“minimum leave”). The “minimum leave” requirement for excess leave accrual may be waived by the COO under extraordinary circumstances; and

- (3) Annual leave accrued in excess of 250 hours shall be forfeited and not be paid as accrued leave upon termination except as provided in Section 8B(3).

7. **Performance/Compensation Reviews.** The COO and Robinson shall mutually agree on an annual work plan for Robinson. The work plan shall include the Performance Indicators, attached as Exhibit A to this Agreement and incorporated herein by reference, and measurable performance goals for Robinson. The work plan shall provide for a review methodology to measure Robinson’s accomplishment of the annual work plan.

8. **Termination.**

A. **Termination By The Parties.**

- (1) **Termination by Metro:** Robinson understands and agrees that Robinson serves at the pleasure of Metro’s COO and that the COO may terminate Robinson’s employment with Metro at any time, with or without Cause, by giving Robinson a written notice of termination. If the written notice of termination does not specify the effective date of termination, the effective date of termination shall be the date on which the written notice was given. Cause is defined in section 8.C of this Agreement.
- (2) **Termination by Robinson:** Robinson may terminate Robinson’s employment with Metro at any time by giving to Metro a written notice of termination, specifying the effective date of termination. If the written notice of termination does not specify the effective date of termination, the effective date of termination shall be the date that is thirty (30) days after the date on which the written notice was given.
- (3) Upon termination, accrued leave shall be paid as provided by law.

B. **Termination Without Cause.** Metro may terminate this Agreement without Cause and, at Metro’s sole election, may do so without prior notice to Robinson. Upon termination of employment without Cause, and provided Robinson has completed an extended probationary period of one (1) year under Metro’s Personnel Rules, Robinson shall receive severance pay and paid benefits as follows:

- (1) Severance pay shall be six (6) months salary. Severance pay shall be subject to usual and customary withholding for applicable local, state, and federal taxes.

- (2) Upon the effective date of termination, Robinson shall be eligible for continued health insurance as established by law ("COBRA"). Metro shall pay for the cost of said insurance to the level utilized by Robinson at the time of termination until Robinson has become employed in another position, with health coverage in effect, or for six (6) months, whichever is less. In the event of the Robinson's death following termination, Metro shall continue to pay the COBRA benefit provided herein on behalf of any dependents covered by Robinson's health insurance at the time of termination.
 - (3) Robinson shall receive payment for accrued unused annual leave in excess of 250 hours.
- C. Termination for "Cause." Metro may terminate this Agreement for "Cause" by giving Robinson written notice of intent to terminate for "Cause." The written notice shall set forth the reasons for termination constituting Cause and provide an opportunity for Robinson to respond. In the event that Metro elects to terminate this Agreement for "Cause," neither severance pay nor COBRA benefits shall be due Robinson. At any time prior to the effective date of a termination for Cause, Metro may provide written notice withdrawing the notice of proposed termination for Cause, and following such withdrawal may elect to terminate this Agreement pursuant to the provisions of Section 8B. "Cause" shall include one or more of the following:
 - (1) Commission of any act specified in Metro Code 2.02.180(c), as it may be amended from time to time, the nature of which would tend to bring discredit or embarrassment to Metro or the Council, as determined by the COO in his reasonable discretion.
 - (2) Violation of the Oregon Government Standards and Practices Act.
9. **Termination Authority.** The COO has the sole authority to terminate this Agreement on behalf of Metro. The COO may terminate this Agreement in writing pursuant to any provision of Paragraph 8 of this Agreement.
10. **Death.** The term of Robinson's employment under this Agreement shall terminate upon his death without any further payment or the furnishing of any benefit by Metro under Section 8.B of this Agreement (other than accrued and unpaid salary and accrued benefits).
11. **Successorship.** This Agreement shall inure to and shall be binding upon Metro's successors, assigns, trustees, etc.
12. **Modification.** This Agreement can only be modified by a written amendment, signed by Robinson and the COO. No oral or written statements, promises, or course of conduct shall serve to modify the Agreement in any way. No practices or customs which may arise between Robinson and Metro shall modify this Agreement or affect its meaning in any way.

13. **Construction.** This At-Will Employment Agreement is the final agreement between the parties, shall be construed as having been drafted jointly by the parties, is intended to be a complete and final expression of the agreement between the parties, and shall supersede any and all prior discussions or agreements.
14. **Severability.** In the event that any court of competent jurisdiction determines that one or more portions of this Agreement are invalid or unlawful, the remaining portions shall remain in full force and effect.
15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Robinson consents to the personal jurisdiction of the state and federal courts located in Multnomah County, Oregon for any action or proceeding arising from or relating to this Agreement.

EXECUTED IN DUPLICATE on October 10, 2007 to be effective November 1, 2007.

Scott R. Robinson

METRO

Scott R. Robinson

Date

Michael J. Jordan
Chief Operating Officer

Date

Exhibit A
Performance Indicators
Senior Management Occupational Group

Indicators for Quality of Work:

LEADERSHIP

1. Accepts responsibility and is accountable for work of the department.
2. Provides leadership and management oversight to address and accomplish established agency goals and objectives.
3. Effectively manages resources to achieve goals and objectives.
4. Acts as change agent, taking reasonable risks, and identifying opportunities to improve operations.

MANAGEMENT

5. Directs short- and long-term plans to ensure effective and efficient operations; assesses needs and prioritizes resources toward achieving department responsibilities.
6. Plans, organizes, directs and evaluates the performance of managers, supervisors and assigned staff.
7. Effectively oversees department personnel issues.

END PRODUCT

8. Achieves organizational objectives professionally and without adverse consequence to Metro. Works effectively within the framework and limitations of policies, procedures, rules, and regulations.
9. Assembles facts and considers alternatives, balances competing considerations, and presents feasible options to policy-makers.

COMMUNICATION & RELATIONSHIPS

10. Establishes and maintains effective communications with Chief Operating Officer and Council regarding department direction, performance, and progress of programs and projects.
11. Develops and maintains relationships with internal and external interests, including local jurisdictions, state agencies, non-profit organizations, and corporations.
12. Directs the resolution of inquiries, complaints, problems or emergencies affecting the availability or quality of service; may respond directly to the most sensitive or complex inquiries or complaints.
13. Considers political sensitivities inherent in department's role.

Indicators for Productivity:

GLOBAL

1. Achieves all goals and objectives established for the department in a professional and timely manner that reflects positively on Metro.
2. Uses and manages resources (budget, people, technology, etc.) in a cost-effective manner and within budget.

ENTREPRENEURIAL

3. Identifies new and alternative funding sources to assist in the achievement of organizational objectives.
4. Challenges the status quo by seeking continuous improvement.
5. Finds innovative ways to overcome problems or barriers.

MANAGEMENT OF DEPARTMENT

6. Has a realistic sense of what can and cannot be accomplished.
7. Anticipates consequences of department actions. Prepares for opportunities or challenges from external sources.
8. Continuously assesses department work plans against agency goals and realigns or revises correspondingly.
9. Gives subordinates appropriate authority to do their jobs.
10. Tracks and monitors department projects for efficiency.
11. Anticipates obstacles and contingencies and allocates resources to meet changing needs.

MANAGEMENT OF SELF

12. Sets and monitors performance goals for self.
13. Effectively delegates work to subordinates.
14. Handles administrative and paperwork requirements effectively and in a timely manner.

COORDINATION OUTSIDE DEPARTMENT

15. Works with other Robinsons and the Chief Operating Officer to identify agency-wide economies of scale and cooperates in designing and implementing inter-agency work teams.
16. As a member of the Senior Management Team, works with the Chief Operating Officer and other Robinsons to respond to cross-departmental issues.

Indicators for Stakeholder Satisfaction:

POLICY DEVELOPMENT

1. Appropriately understands role in policy-making process (sometimes leading, sometimes supporting policy-makers, sometimes providing information).
2. Correctly identifies stakeholders as partners; balances competing interests; understands when to and when not to seek input and involve stakeholders in decision-making process.

LEADERSHIP

3. Helps subordinates accept and embrace change.
4. Recognizes good ideas and supports them.
5. Addresses subordinates' performance deficiencies in a timely manner.
6. Effectively represents team to rest of agency.
7. Makes well-reasoned decisions; involves others outside the department in decision-making, when appropriate.
8. Completes performance evaluations on time.

COMMUNICATION

9. Demonstrates and communicates the agency's vision; speaks knowledgeably about the agency's goals, objectives and strategies.
10. Communicates complex information in an understandable way.
11. Has highly developed verbal and written communication skills.

MANAGEMENT OF SELF

12. Is adaptable to changing circumstances.
13. Remains even-tempered in stressful situations.
14. Seeks conflict resolution instead of conflict or conflict avoidance.
15. Models the behavior he/she expects in others.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 07-3876 FOR THE PURPOSE OF ENTERING INTO AN EMPLOYMENT AGREEMENT WITH SCOTT ROBINSON, METRO CHIEF INFORMATION OFFICER.

Date: October 15, 2007

Prepared by: Karol Ford

BACKGROUND

In January 2007 metro engaged the services of contractor, VIE, to perform an organizational assessment of Metro's information technology efficiency and effectiveness. VIE recommended Metro reorganize the structure of Metro's information technology division by moving it from within the Finance and Administrative Services Department, and creating it's own department and the position of Chief Information Officer. As a result of this recommendation Mike Jordan, Chief Operating Officer, opened a competitive recruitment for a Chief Information Officer in June 2007. The selection process has been completed, and the Chief Operating Officer has made a verbal offer of employment to Scott Robinson for the position of Chief Information Officer.

Metro Personnel Code, Section 2.02.010 which states "No contract of employment can be created nor can an employee's status be modified, by any oral or written agreement, or course of conduct, except by a written agreement signed by the Council President or Chief Operating Officer and the employee, and subject to the approval of the Council."

ANALYSIS/INFORMATION

1. **Known Opposition:** There is no known opposition to this resolution.
2. **Legal Antecedents:** Metro Personnel Code, Section 2.02.010 which states "No contract of employment can be created nor can an employee's status be modified, by any oral or written agreement, or course of conduct, except by a written agreement signed by the Council President or Chief Operating Officer and the employee, and subject to the approval of the Council."
3. **Anticipated Effects:** Scott Robinson, Metro Chief Information Officer, will be subject to the employment terms, conditions and status as set forth in the At Will Employment Agreement.
4. **Budget Impacts:** There is no immediate budget impact. The position of Chief Information Officer has been adopted in the FY07-08 budget.

RECOMMENDED ACTION

Recommend that Council authorize the Chief Operating Officer to enter into an employment agreement with Scott Robinson, for the position of Metro Chief Information Officer, as attached as Exhibit A.

Ordinance No. 07-1161, For the Purpose of Amending Metro Code Chapter 5.01 and 5.05 to Extend Moratoria on Applications for New Solid Waste Transfer Stations and Putrescible Waste Non-System Licenses Until December 31, 2008; and Declaring an Emergency.

First Reading

Metro Council Meeting
Thursday, October 25, 2007
Clackamas County Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING METRO)	
CODE CHAPTER 5.01 AND 5.05 TO EXTEND	)	ORDINANCE NO. 07-1161
MORATORIA ON APPLICATIONS FOR NEW)	
SOLID WASTE TRANSFER STATIONS AND	)	Introduced by Chief Operating
PUTRESCIBLE WASTE NON-SYSTEM	)	Officer Michael J. Jordan, with the
LICENSES UNTIL DECEMBER 31, 2008;	)	concurrence of Council President
AND DECLARING AN EMERGENCY	)	David Bragdon

WHEREAS, today approximately twice as much solid waste transfer capacity exists as is needed for the disposal of the region's municipal solid waste; and

WHEREAS, the Metro Council is concerned with maintaining sufficient levels of tonnage to ensure efficient operations at all transfer stations, including publicly owned facilities; and

WHEREAS, on August 19, 2004, the Metro Council adopted Ordinance No. 04-1056 for the purpose of amending Metro Code Chapter 5.01 to impose a moratorium until December 31, 2005, on applications for and authorizations of new solid waste transfer stations within the Metro region; and declaring an emergency; and

WHEREAS, on September 22, 2005, the Metro Council adopted Ordinance No. 05-1093 for the purpose of amending Metro Code Chapter 5.01 to extend a moratorium until December 31, 2007, on applications for and authorizations of new solid waste transfer stations within the Metro region; and

WHEREAS, on February 2, 2006, the Metro Council adopted Ordinance No. 06-1098B amending Metro Code Chapters 5.01 and 5.05 and the Regional Solid Waste Management Plan to impose a temporary moratorium until December 31, 2007 on certain new non-putrescible, mixed solid waste material recovery or reload facilities, and certain non-system licenses; and declaring an emergency; and

WHEREAS, on February 22, 2007, the Metro Council adopted Ordinance No. 07-1139 for the purpose of amending Metro Code Chapters 5.01 and 5.05 and the Regional Solid Waste Management Plan to lift a temporary moratorium on certain new non-putrescible mixed waste material recovery or reload facilities and certain non-system licenses; and

WHEREAS, Ordinance No. 07-1139 maintained the temporary moratorium provisions adopted in Ordinance No. 06-1098B on applications for and issuance of non-system licenses for mixed putrescible solid waste until December 31, 2007; and

WHEREAS, the Solid Waste and Recycling Department is conducting the System Improvement Planning project, which will assess the future of putrescible waste allocation and which is scheduled for completion in early 2008; and

WHEREAS, extending the moratoria on applications for new transfer stations and new putrescible waste non-system licenses will allow the Department to complete the System Improvement Planning project and also will provide the Metro Council the opportunity to consider these applications concurrently in 2008 after the project is completed; now therefore:

THE METRO COUNCIL ORDAINS AS FOLLOWS:

SECTION 1. Metro Code Section 5.01.060 is amended to read as follows:

5.01.060 Applications for Licenses or Franchises

(a) Applications for a Franchise or License or for renewal of an existing Franchise or License shall be filed on forms or in the format provided by the Chief Operating Officer.

(b) In addition to any information required on the forms or in the format provided by the Chief Operating Officer, all applications shall include a description of the Activities proposed to be conducted and a description of Wastes sought to be accepted.

(c) In addition to the information required on the forms or in the format provided by the Chief Operating Officer, applications for a License or Franchise shall include the following information to the Chief Operating Officer:

- (1) Proof that the applicant can obtain the types of insurance specified by the Chief Operating Officer during the term of the Franchise or License;
- (2) A duplicate copy of all applications for necessary DEQ permits and any other information required by or submitted to DEQ;
- (3) A duplicate copy of any Closure plan required to be submitted to DEQ, or if DEQ does not require a Closure plan, a Closure document describing Closure protocol for the Solid Waste Facility at any point in its active life;
- (4) A duplicate copy of any documents required to be submitted to DEQ demonstrating financial assurance for the costs of Closure, or if DEQ does not require such documents or does not intend to issue a permit to such facility, the applicant must demonstrate financial assurance or submit a proposal for providing financial assurance prior to the commencement of Metro-regulated activities for the costs of Closure of the facility. The proposal shall include an estimate of the cost to implement the Closure plan required in Section 5.01.060(c)(3). If an application is approved, the license or franchise shall require that financial assurance is in place prior to beginning any activities authorized by the license or franchise. However, regarding applications for licenses, if DEQ does not issue a permit or require such financial assurance documents, then the Chief Operating Officer may waive this requirement if the applicant provides written documentation demonstrating that the cost to implement the Closure plan required in Section 5.01.060(e)(3) will be less than \$10,000.
- (5) Signed consent by the owner(s) of the property to the proposed use of the property. The consent shall disclose the property interest held by the Licensee or Franchisee, the duration of that interest and shall include a statement that the property owner(s) have read and agree to be bound by the provisions of Section 5.01.180(e) of this chapter if the License or Franchise is revoked or any License or Franchise renewal is refused;

- (6) Proof that the applicant has received proper land use approval; or, if land use approval has not been obtained, a written recommendation of the planning director of the local governmental unit having land use jurisdiction regarding new or existing disposal sites, or alterations, expansions, improvements or changes in the method or type of disposal at new or existing disposal sites. Such recommendation may include, but is not limited to a statement of compatibility of the site, the Solid Waste Disposal Facility located thereon and the proposed operation with the acknowledged local comprehensive plan and zoning requirements or with the Statewide Planning Goals of the Land Conservation and Development Commission; and
- (7) Identify any other known or anticipated permits required from any other governmental agency. If application for such other permits has been previously made, a copy of such permit application and any permit that has been granted shall be provided.

(d) An application for a Franchise shall be accompanied by an analysis of the factors described in Section 5.01.070(f) of this chapter.

(e) Notwithstanding any other provision in this section, the Chief Operating Officer shall not accept for filing any application for authority to operate a new Transfer Station ~~during the period commencing August 19, 2004, and continuing~~ until December 31, 2007.

SECTION 2. Metro Code Section 5.05.035 is amended to read as follows:

5.05.035 License to Use Non-System Facility

A waste hauler or other person may transport solid waste generated within Metro to, or to utilize or cause to be utilized for the disposal or other processing of any solid waste generated within Metro, any non-system facility only by obtaining a non-system license in the manner provided for in this Section 5.05.035. Applications for non-system licenses for Non-putrescible waste, Special waste and Cleanup Material Contaminated By Hazardous Substances shall be subject to approval or denial by the Chief Operating Officer. Applications for non-system licenses for Putrescible waste shall be reviewed by the Chief Operating Officer and are subject to approval or denial by the Metro Council.

(a) Application for License. Any waste hauler or other person desiring to obtain a non-system license shall make application to the Chief Operating Officer, which application shall be filed on forms or in the format provided by the Chief Operating Officer. Applicants may apply for a limited-duration non-system license which has a term of not more than 120 days and is not renewable. An application for any non-system license shall set forth the following information:

- (1) The name and address of the waste hauler or person making such application;
- (2) The location of the site or sites at which the solid waste proposed to be covered by the non-system license is to be generated;
- (3) The nature of the solid waste proposed to be covered by the non-system license;
- (4) The expected tonnage of the solid waste proposed to be covered by the non-system license;

- (A) The total tonnage if the application is for a limited duration non-system license; or
- (B) The annual tonnage if the application is for any other non-system license;
- (5) A statement of the facts and circumstances which, in the opinion of the applicant, warrant the issuance of the proposed non-system license;
- (6) The non-system facility at which the solid waste proposed to be covered by the non-system license is proposed to be transported, disposed of or otherwise processed; and
- (7) The date the non-system license is to commence; and, for limited duration non-system licenses, the period of time the license is to remain valid not to exceed 120 days.

In addition, the Chief Operating Officer may require the applicant to provide, in writing, such additional information concerning the proposed non-system license as the Chief Operating Officer deems necessary or appropriate in order to determine whether or not to issue the proposed non-system license.

An applicant for a non-system license that authorizes the licensee to transport non-putrescible waste that has not yet undergone material recovery, is not processing residual, and originated or was generated within Metro boundaries shall provide documentation that the non-system facility is in substantial compliance with the facility performance standards, design requirements and operating requirements adopted pursuant to Metro Code Chapter 5.01.132 for non-putrescible waste material recovery facilities.

(b) Every application shall be accompanied by payment of an application fee, part of which may be refunded to the applicant in the event that the application is denied, as provided in this section. The following application fees shall apply:

- (1) For an application for a limited duration non-system license, the application fee shall be two hundred fifty dollars (\$250), no part of which shall be refunded to the applicant in the event that the application is denied.
- (2) For an application for a non-system license seeking authority to deliver no more than 500 tons of solid waste per year to a non-system facility, the application fee shall be five hundred dollars (\$500), two hundred fifty dollars (\$250) of which shall be refunded to the applicant in the event the application is denied. For an application for a change in authorization to an existing non-system license authorizing the delivery of no more than 500 tons of solid waste per year to a non-system facility, the application fee shall be two hundred fifty dollars (\$250); provided, however, that if the result of granting the application would be to give the applicant the authority to deliver more than 500 tons of solid waste per year to a non-system facility, the application fee shall be \$500, two hundred fifty dollars (\$250) of which shall be refunded to the applicant in the event the application is denied. An application for renewal of a non-system license authorizing the delivery of no more than 500 tons of solid waste per year to a non-system facility shall be one hundred dollars (\$100).

- (3) For all applications for a non-system license seeking authority to deliver more than 500 tons of solid waste per year to a non-system facility, whether they be new applications or applications for the renewal of existing licenses, the application fee shall be one thousand dollars (\$1,000), five hundred dollars (\$500) of which shall be refunded to the applicant in the event the application is denied. For an application for a change in authorization to an existing non-system license authorizing the delivery of more than 500 tons of solid waste per year to a non-system facility, the application fee shall be two hundred fifty dollars (\$250).
- (4) For an application for a non-system license seeking to deliver solid waste that is exempt from paying the Metro fees described in Section 5.01.150, the application fee shall be one hundred dollars (\$100) as well as a fifty dollar (\$50) fee to either renew or amend such licenses.

(c) Factors to Consider To Determine Whether to Issue Non-System License. The Chief Operating Officer or Metro Council, as applicable, shall consider the following factors to the extent relevant to determine whether or not to issue a non-system license:

- (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;
- (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;
- (3) The adequacy of operational practices and management controls at the non-system facility;
- (4) The expected impact on the region's recycling and waste reduction efforts;
- (5) The consistency of the designation with Metro's 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
- (7) Such other factors as the Chief Operating Officer deems appropriate for purposes of making such determination.

(d) Timetables To Determine Whether to Issue a Non-System License.

- (1) Non-system licenses for Non-putrescible waste, Special waste, Cleanup Material Contaminated By Hazardous Substances, or any other solid waste other than Putrescible waste.
 - (A) New licenses. The Chief Operating Officer shall determine whether or not to issue the non-system license and shall inform the applicant in

writing of such determination within 60 days after receipt of a new completed application, including receipt of any additional information required by the Chief Operating Officer in connection therewith.

- (B) License renewals. An application for renewal of an existing non-system license shall be substantially similar to the existing non-system license with regard to waste type, quantity and destination. A holder of a non-system license shall submit a completed application to renew the license at least 60 days prior to the expiration of the existing non-system license, including receipt of any additional information required by the Chief Operating Officer in connection therewith. The Chief Operating Officer shall determine whether or not to renew the non-system license and shall inform the applicant in writing of such determination prior to the expiration of the existing non-system license. The Chief Operating Officer is not obligated to make a determination earlier than the expiration date of the existing license even if the renewal request is filed more than 60 days before the existing license expires.
- (2) Non-system licenses for Putrescible waste. The Chief Operating Officer shall formulate and provide to the Council recommendations regarding whether or not to issue or renew a non-system license for Putrescible waste. If the Chief Operating Officer recommends that the non-system license be issued or renewed, the Chief Operating Officer shall recommend to the council specific conditions of the non-system license.
 - (A) New licenses. The Council shall determine whether or not to issue the non-system license and shall direct the Chief Operating Officer to inform the applicant in writing of such determination within 120 days after receipt of a completed application for a non-system license for Putrescible waste, including receipt of any additional information required by the Chief Operating Officer in connection therewith.
 - (B) License renewals. An application for renewal of an existing non-system license shall be substantially similar to the existing non-system license with regard to waste type, quantity and destination. A holder of a non-system license shall submit a completed application to renew the license at least 120 days prior to the expiration of the existing non-system license, including receipt of any additional information required by the Chief Operating Officer in connection therewith. The Council shall determine whether or not to renew the non-system license and shall inform the applicant in writing of such determination prior to the expiration of the existing non-system license. The Council is not obligated to make a determination earlier than the expiration date of the existing license even if the renewal request is filed more than 120 days before the existing license expires.
- (3) At the discretion of the Chief Operating Officer or the Council, the Chief Operating Officer or Council may impose such conditions on the issuance of a new or renewed non-system license as deemed necessary or appropriate under the circumstances.

(e) Issuance of Non-System License; Contents. Each non-system license shall be in writing and shall set forth the following:

- (1) The name and address of the waste hauler or other person to whom such non-system license is issued;
- (2) The nature of the solid waste to be covered by the non-system license;
- (3) The maximum total, weekly, monthly or annual quantity of solid waste to be covered by the non-system license;
- (4) The non-system facility or facilities at which or to which the solid waste covered by the non-system license is to be transported or otherwise processed;
- (5) The expiration date of the non-system license, which date shall be not more than:
 - (A) 120 days from the date of issuance for a limited-duration non-system license;
 - (B) Three years from the date of issuance for a new full-term license; and
 - (C) Two years from the date of issuance of a renewed full-term non-system license.
- (6) Any conditions imposed by the Chief Operating Officer as provided above which must be complied with by the licensee during the term of such non-system license, including but not limited to conditions that address the factors in Section 5.05.035(c).

(f) Requirements to be met by License Holder. Each waste hauler or other person to whom a non-system license is issued shall be required to:

- (1) Maintain complete and accurate records regarding all solid waste transported, disposed of or otherwise processed pursuant to the non-system license, and make such records available to Metro or its duly designated agents for inspection, auditing and copying upon not less than three days written notice from Metro;
- (2) Report in writing to Metro, not later than the 15th day of each month, commencing the 15th day of the month following the month in which the non-system license is issued and continuing through the 15th day of the month next following the month in which the non-system license expires, the number of tons of solid waste transported, disposed or otherwise processed pursuant to such non-system license during the preceding month; and
- (3) Pay to Metro, not later than the 15th day of each month, commencing the 15th day of the month following the month in which the non-system license is issued and continuing through the 15th day of the month next following the month in which the non-system license expires, a fee equal to the Regional System Fee multiplied by the number of tons (or fractions thereof) of solid waste transported, disposed or otherwise processed pursuant to such non-system license during the preceding month.

- (4) When solid waste generated from within the Metro boundary is mixed in the same vehicle or container with solid waste generated outside the Metro boundary, the load in its entirety shall be reported to Metro by the non-system licensee as having been generated within the Metro boundary and the Regional System Fee and Excise Tax shall be paid on the entire load unless the licensee provides Metro with documentation regarding the total weight of the solid waste in the vehicle or container that was generated within the Metro boundary, or unless Metro has agreed in writing to another method of reporting.

(g) Failure to Comply with Non-System License. In the event that any waste hauler or other person to whom a non-system license is issued fails to fully and promptly comply with the requirements set forth in Section 5.05.035(e) above or any conditions of such non-system license imposed pursuant to Section 5.05.035(c), then, upon discovery of such non-compliance, the Chief Operating Officer shall issue to such licensee a written notice of non-compliance briefly describing such failure. If, within 20 days following the date of such notice of non-compliance or such longer period as the Chief Operating Officer may determine to grant as provided below, the licensee fails to:

- (1) Demonstrate to the satisfaction of the Chief Operating Officer either that the licensee has at all times fully and promptly complied with the foregoing requirements and the conditions of such non-system license or that the licensee has fully corrected such non-compliance; and
- (2) Paid in full, or made arrangements satisfactory to the Chief Operating Officer for the payment in full of, all fines owing as a result of such non-compliance;

Then, and in such event such non-system license shall automatically terminate, effective as of 5:00 p.m. (local time) on such 20th day or on the last day of such longer period as the Chief Operating Officer may determine to grant as provided below. If, in the judgment of the Chief Operating Officer, such non-compliance cannot be corrected within such 20-day period but the licensee is capable of correcting it and within such 20-day period diligently commences such appropriate corrective action as shall be approved by the Chief Operating Officer, then and in such event such 20-day period shall be extended for such additional number of days as shall be specified by the Chief Operating Officer in writing, but in no event shall such the local period as so extended be more than 60 days from the date of the notice of non-compliance.

(h) Notwithstanding any other provision in this section, and unless contrary to any other applicable law, the Chief Operating Officer shall not accept any application for a new non-system license for mixed putrescible solid waste until September 2, 2008. ~~N, and neither the Chief Operating Officer nor the Metro Council shall issue a new non-system license for mixed putrescible solid waste during the period commencing February 2, 2006, and continuing until December 31, 2007; provided, however, that a licensee may request, and the Chief Operating Officer or Metro Council may issue, a replacement license with an effective date beginning the day after an existing license expires if the replacement license is to authorize the licensee to deliver the same type and quantity of solid waste to the same non-system facility as the existing license whose term commences before January 1, 2009.~~

SECTION 3. This Ordinance is necessary for the health, safety, and welfare of the Metro area to ensure that the regional solid waste disposal system is operated efficiently. An emergency therefore is declared to exist, and this Ordinance shall take effect immediately, pursuant to Metro Charter Section 38(1).

ADOPTED by the Metro Council this _____ day of November, 2007.

David Bragdon, Council President

Attest:

Approved as to Form:

Christina Billington, Recording Secretary

Daniel B. Cooper, Metro Attorney

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STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 07-1161 FOR THE PURPOSE OF AMENDING METRO CODE CHAPTER 5.01 AND 5.05 TO EXTEND MORATORIA ON APPLICATIONS FOR NEW SOLID WASTE TRANSFER STATIONS AND PUTRESCIBLE WASTE NON-SYSTEM LICENSES UNTIL DECEMBER 31, 2008; AND DECLARING AN EMERGENCY

Date: October 3, 2007

Prepared by: Bill Metzler

SUMMARY

This report recommends that Chapter 5.01 and Chapter 5.05 of the Metro Code be amended to extend the current moratoria on new solid waste transfer stations in the Metro region and new putrescible waste Non-System Licenses (NSLs) until December 31, 2008. This one-year extension is intended to maintain the status quo while assuring completion of major projects regarding the future of Metro's solid waste system. The proposed moratorium extension will not impact renewals of existing transfer station franchises or solid waste NSLs.

Metro is currently undertaking a new phase of the solid waste system improvement planning project that will re-examine the current methodology for allocating putrescible waste among solid waste facilities (public and private) that serve the region ("wet waste allocation project"). The Metro Council has requested a review of system issues, including: (a) allocating wet waste to facilities and haulers; (b) tonnage caps at all private transfer stations; and (c) authorizing new transfer facilities. The magnitude of this planning effort necessitates deferring consideration of new transfer station capacity and new putrescible waste NSLs until discussions with Metro Council on the wet waste allocation project have concluded.

Consequently, the Metro Council has expressed its desire to line up the transfer station franchises and putrescible waste non-system licenses to expire on December 31, 2008 allowing the Department to complete the system improvement planning project and providing the Metro Council with the opportunity to consider all transfer station application renewals and certain putrescible waste non-system license applications concurrently in 2008.

An extension of the moratorium on new transfer capacity will not negatively impact the region's solid waste system. The region's transfer and disposal needs are well served by six Metro authorized transfer stations, and transfer capacity for wet waste exceeds current need by approximately 1.1 million tons.

ANALYSIS/INFORMATION

With a total of six solid waste transfer stations located in the Metro region, and a seventh transfer station under construction,¹ an extension of the current moratorium on new transfer stations will not have adverse system impacts. The region's transfer stations provide sufficient access and more than enough capacity. In April 2004, Metro issued its *Regional Transfer Capacity Analysis* report that addressed the question of how much capacity the region's solid waste facilities have to accept and load waste for transport to disposal sites service the region. The analysis concluded that (a) the region's transfer capacity for wet waste currently exceeds the needed capacity by approximately 1.1 million tons per year; and (b) by 2015, the transfer stations that service the region will still have 841,000 tons of unused capacity.

¹ The Columbia Environmental transfer station was approved by the Metro Council in 2005.

An extension of the moratorium on new transfer capacity and new putrescible waste NSLs will not negatively impact the region's solid waste system. Moreover, the proposed moratorium extension will not impact renewals of existing transfer station franchises or solid waste NSLs.

1. **Known Opposition.** There is no known opposition.
2. **Legal Antecedents.** The Metro Code Chapter 5.01, Solid Waste Facility Regulation and Chapter 5.05, Solid Waste Flow Control.
3. **Anticipated Effects.** Ordinance No. 07-1161 will amend Chapter 5.01 and Chapter 5.05 of the Metro Code to extend a moratorium on new transfer stations in the Metro region and new putrescible waste NSLs until December 31, 2008, when the associated wet-waste system issues are resolved during the wet waste allocation project. Ordinance No. 07-1161 is necessary for the immediate preservation of public health, safety and welfare by providing for the effective and comprehensive management of the regional solid waste system. An emergency is therefore declared to exist, and this ordinance shall take effect immediately, pursuant to Metro Charter section 39(1).
4. **Budget Impacts.** There are no budget impacts.

RECOMMENDED ACTION

The Chief Operating Officer recommends approval of Ordinance No. 07-1161.

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**Resolution No. 07-3831, For the Purpose of Approving the
Federal Component of the 2035 Regional Transportation Plan.**

Public Hearing, No Final Action

Metro Council Meeting
Thursday, October 25, 2007
Clackamas Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING THE	)	RESOLUTION NO. 07-3831
FEDERAL COMPONENT OF THE 2035)	
REGIONAL TRANSPORTATION PLAN (RTP)	)	Introduced by Councilors Rex Burkholder and
UPDATE	)	Rod Park

WHEREAS, the Metro Council and the Joint Policy Advisory Committee on Transportation (JPACT) approved Resolution No. 06-3661 (For the Purpose of Approving A Work Program For the 2035 Regional Transportation Plan (RTP) Update and Authorizing the Chief Operating Officer to Amend Contract No. 926975), on June 15, 2006; and

WHEREAS, Metro was awarded a Transportation & Growth Management Grant for the 2005 – 2007 Biennium to prepare a regional plan for freight and goods movement and recommendations from this planning effort will be forwarded for consideration as part of the 2035 RTP update; and

WHEREAS, the RTP is the federally recognized metropolitan transportation plan for the Portland metropolitan region that must be updated every four years and serves as the threshold for all federal transportation funding in the region; and

WHEREAS, the RTP fulfills statewide planning requirements to implement Goal 12 Transportation, as implemented through the Oregon Transportation Planning Rule (TPR); and

WHEREAS, the RTP is a central tool for implementing the Region 2040 Growth Concept, and constitutes a policy component of the Regional Framework Plan; and

WHEREAS, it is Metro's intent to integrate this update to the RTP with the New Look regional planning process and consolidate periodic updates to the RTP to meet applicable federal, state and regional planning purposes; and

WHEREAS, the most recent update to the RTP was completed in March 2004 and the next federal update must be approved by the United States Department of Transportation in consultation with the Environmental Protection Agency by March 2008 to provide continued compliance with federal planning regulations and ensure continued funding eligibility of projects and programs using federal transportation funds; and

WHEREAS, the 2035 RTP update timeline and process was expanded by the Metro Council, at the recommendation of JPACT, to allow for completion of the federal component of the 2035 RTP before the current plan expires on March 5, 2008 and provide for additional technical analysis and policy development to address state and regional planning requirements by Fall 2008; and

WHEREAS, the Metro Council approved Resolution No. 07-3793 (For the Purpose of Accepting the Chapter 1 Regional Transportation Policy Framework as the Provisional Draft For the Purpose Of Completing Phase 3 of the 2035 Regional Transportation Plan (RTP) Update), on March 15, 2007; and

WHEREAS, the federal update requires the development of a "financially constrained" system of investments that address regional travel demand, yet are constrained to reasonably anticipated funding levels during the plan period; and

WHEREAS, the Collaborative Environmental Transportation Agreement for Streamlining (CETAS) work group, consisting of the Oregon Department of Transportation and ten state and federal transportation, natural resource, cultural resource and land-use planning agencies, was consulted on

potential environmental impacts and mitigation strategies on October 16, 2007, and were provided an opportunity to comment on the federal component of the 2035 RTP; and

WHEREAS, the state component of the 2035 RTP will continue in 2008 to address outstanding issues identified during the federal component of the 2035 RTP, including amendments to both the Oregon TPR and Oregon Transportation Plan, and development of a transportation finance strategy to funded needed investments that exceed revenues anticipated to be available during the plan period; and

WHEREAS, the federal component of the 2035 RTP is set forth in "Exhibit A," attached hereto, and will be updated to reflect key findings and recommendations from additional technical and policy analysis to be conducted during the state component of the RTP update in 2008; and

WHEREAS, a 30-day public comment period was held on the federal component of the 2035 RTP from October 15 to November 15, 2007; and

WHEREAS, the Metro Council, JPACT, the Metro Policy Advisory Committee (MPAC), Metro Technical Advisory Committee (MTAC), Transportation Policy Advisory Committee (TPAC), the Regional Travel Options (RTO) Subcommittee of TPAC, the Regional Freight and Goods Movement Technical Advisory Committee, the Bi-State Transportation Committee, the Regional Freight and Goods Movement Task Force and other elected officials, city and county staff, and representatives from the business, environmental, and transportation organizations from the Portland-Vancouver metropolitan region assisted in the development of and were provided an opportunity to comment on the federal component of the 2035 RTP; and

WHEREAS, JPACT and MPAC have recommended that the federal component be approved by the Metro Council; now, therefore

BE IT RESOLVED BY THE METRO COUNCIL THAT:

1. The Metro Council approves the federal component of the 2035 Regional Transportation Plan update, attached and incorporated into this resolution as Exhibit "A."
2. Staff shall conduct the federally-required air quality conformity analysis, hold a 30-day public comment period on the results of the analysis and develop findings demonstrating compliance with federal planning requirements.

ADOPTED by the Metro Council this ____ day of December 2007.

David Bragdon, Council President

Approved as to Form:

Daniel B. Cooper, Metro Attorney



EXHIBIT A to Resolution No. 07-3831
Full document available to download from Metro's
website at www.metro-region.org/rtp



Public Review Draft

2035 Regional Transportation Plan Federal Component

October 15, 2007



METRO

PEOPLE PLACES
OPEN SPACES

Metro

People places • open spaces

Clean air and clean water do not stop at city limits or county lines. Neither does the need for jobs, a thriving economy and good transportation choices for people and businesses in our region. Voters have asked Metro to help with the challenges that cross those lines and affect the 25 cities and three counties in the Portland metropolitan area.

A regional approach simply makes sense when it comes to protecting open space, caring for parks, planning for the best use of land, managing garbage disposal and increasing recycling. Metro oversees world-class facilities such as the Oregon Zoo, which contributes to conservation and education, and the Oregon Convention Center, which benefits the region's economy.

Your Metro representatives

Metro Council President – David Bragdon

Metro Councilors – Rod Park, District 1; Brian Newman, District 2; Carl Hosticka, District 3; Kathryn Harrington, District 4; Rex Burkholder, District 5; Robert Liberty, District 6.

Auditor – Suzanne Flynn

Metro's web site: www.metro-region.org

Project web site: www.metro-region.org/rtp

The preparation of this report was financed in part by the U.S. Department of Transportation, Federal Highway Administration and Federal Transit Administration. The opinions, findings and conclusions expressed in this report are not necessarily those of the U.S. Department of Transportation, Federal Highway Administration and Federal Transit Administration.

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2035 Regional Transportation Plan

Thank you for taking the time to review the federal component of the 2035 Regional Transportation Plan (RTP).

Metro is required to complete an update to the federal component of the RTP by December 2007 in order to maintain continued compliance with the federal Clean Air Act and address new federal (SAFETEA-LU) planning requirements. The current plan expires on March 5, 2008, under federal planning regulations.

The new federal transportation law—SAFETEA-LU—made changes to requirements for transportation planning, including amending the formal update cycle to four years and making specific changes to requirements affecting planning for special needs, security, safety, system management and operations and environmental mitigation. The changes are addressed in the 2007 update to the plan.

In addition, the federal component of the update focused on:

1. updating regional policies that guide planning and investments in the regional transportation system to respond to key trends and issues facing the region and meet federal planning requirements;
2. incorporating projects and programs that have been adopted in local and regional plans, and corridor studies through a public process since the last RTP update in 2004;
3. updating the transportation revenue forecast and regional investment priorities to match current funding sources and historic funding trends;
4. identifying additional issues to be addressed during the state component of the RTP update in 2008.

After the federal component of the 2035 RTP is submitted to federal agencies for review, the focus will shift to the state component of the RTP update. Additional opportunities for public comment on the state component will be provided in Fall 2008.

Timeline and Process for Development of Federal Component of 2035 RTP

The following section describes the RTP timeline and process for developing the federal component of the 2035 RTP.

June 2006-January 2007 – Research and Policy Development – Metro staff conducted background research on trends and issues affecting travel in the region, convened five stakeholder workshops on desired outcomes and needs for the region's transportation system and conducted scientific public opinion research on transportation needs and priorities. This information is available to download on Metro's website at www.metro-region.org/rtp.

January-March 2007 - Provisional Policy Framework Development – The background research in the previous phase guided development of a provisional draft policy framework that established goals and objectives for the regional transportation system. At the recommendation of the Metro Policy Advisory Committee (MPAC) and the Joint Policy Advisory Committee on Transportation (JPACT), the provisional draft policy framework (Chapter 1) was accepted by the Metro Council to guide identification of transportation needs and investment priorities.

April 2007 – Identification of Regional Mobility Corridor Priorities – In March and April 2007, the Regional Freight and Goods Movement Task Force, MPAC and JPACT participated in separate workshops to identify mobility issues and priorities for investments in the RTP. In April, Metro, TriMet and the Oregon Department of Transportation (ODOT) convened a technical workshop to build on the direction provided in the previous policy-level discussions. Nearly 60 participants attended this workshop, including Transportation Policy Alternatives Committee (TPAC) and Metro Technical Advisory Committee (MTAC) members and other local government staff.

Summer 2007 - RTP Project Solicitation and System Analysis - In June 2007, agencies submitted projects and programs that came from local and regional plans or studies that had been previously adopted through a public process. The investments submitted responded to the provisional policy framework. ODOT and TriMet collaborated with Metro and local agencies to identify investments that respond to mobility corridor priorities identified by the Freight Task Force, JPACT and MPAC in April. In addition, local agency TPAC representatives for each of the three counties worked with the cities within their respective county to identify other community-building investments to complement the regional mobility corridor investments. The result of this effort was the development of the 2035 RTP Investment Pool. Proposed investments were submitted in one of two complementary investment strategy tracks:

- **Track 1: State and Regional Mobility Corridor Investment Strategy** focuses on regional mobility corridor investments that leverage the 2040 Growth Concept and improve interstate, intrastate and cross-regional people and goods movement.
- **Track 2: Community-Building Investment Strategy** focuses on community-building investments that leverage 2040 Growth Concept through street and transit system improvements that provide for community access and mobility.

Metro conducted a technical analysis of the performance of the system projects and programs submitted. The results of the analysis are included in the draft document.

August – October 2007 – Development of RTP Financially Constrained System and Draft 2035 - Metro staff worked with local governments, ODOT, SMART and TriMet to narrow the 2035 RTP Investment Pool to match expected revenue that can “reasonably be expected to be available” during the plan period. This set of investments is also called the financially constrained system. In addition, staff further refined the policy framework to respond to key findings of the technical analysis, policy discussions at the Freight Regional and Goods Movement Task Force, MPAC, JPACT and the Metro Council and informal comments provided by local governments and interested stakeholders over the summer.

Public Comment Opportunities

The public comment period is scheduled to begin on October 15 and end on November 15, 2007 at the close of the final Metro Council public hearing. The public comment period will focus on a discussion draft “2035 Regional Transportation Plan Federal Component” that will serve as the public review document.

The public review document will be available for review on Metro's web site (<http://www.metro-region.org/rtp>), and as a printed document during the 30-day public comment period.

You may submit comments in the following ways:

- on-line from Metro's website: **www.metro-region.org/rtp**
- e-mail to rtp@metro-region.org
- mail to Metro Planning, 600 NE Grand Avenue, Portland, Oregon 97232 (attention: Pat Emmerson)
- fax to (503) 797-1911
- testify at a Metro Council public hearing.

During the comment period, a series of four open houses and public hearings will be held around the region in conjunction with Metro Council meetings:

Open house and public hearing	Date/Time	Location
#1	Thursday, October 25 <ul style="list-style-type: none">• Open house begins at 4 p.m.• Public hearing begins at 5 p.m.	Clackamas County Public Services Building 2051 Kaen Road Oregon City, OR 97045
#2	Thursday, November 1 <ul style="list-style-type: none">• Open house begins at 1 p.m.• Public hearing begins at 2 p.m.	Metro Regional Center Council Chambers 600 NE Grand Avenue Portland, OR 97232
#3	Thursday, November 8 <ul style="list-style-type: none">• Open house begins at 4 p.m.• Public hearing begins at 5 p.m.	Hillsboro Civic Center Auditorium 150 E. Main Street Hillsboro, OR 97123
#4	Thursday, November 15 <ul style="list-style-type: none">• Open house begins at 1 p.m.• Public hearing begins at 2 p.m.	Metro Regional Center Council Chambers 600 NE Grand Avenue Portland, OR 97232

Comments received will be entered into the public record and will be provided to staff and elected officials prior to final consideration and action on the federal component of the 2035 RTP. Final consideration by JPACT and the Metro Council is scheduled for December 13, 2007. This action is pending completion of the federally-required air quality conformity analysis.

For more information

For more information, call Regional Transportation Planning at (503) 797-1839, or send e-mail to rtp@metro-region.org. The hearing impaired can call (503) 797-1804.

Overview

Transportation shapes our communities and daily lives in profound and lasting ways. Transportation enables residents of the region to reach jobs and recreation, access goods and services, and meet daily needs. What we plan for and invest in today will affect the health of our economy, residents, communities and environment for generations to come.

Over the past 15 years growth has brought significant opportunity and prosperity to the Portland-Vancouver region. Growth, however, has also brought growing pains. Like many other metropolitan areas across the U.S., the region faces powerful trends that require new ways of thinking about our future. Globalization of the economy, limited funding, increasing transportation costs, aging baby boomers, climate change and other powerful trends must be addressed as we work to keep this region a great place to live and work for everyone.

By 2035, the region will grow by more than 1 million people and add more than 500,000 jobs, doubling trips on the transportation system each day. By 2035, freight transportation needs are expected to more than double the freight, goods and services that will travel to this region by air and over bridges, roads, water and rails.

To address current transportation needs and prepare for future growth, the region must invest in expanding the transportation system, improving safety and completing key missing links. The Regional Transportation Plan (RTP) must be bolder, smarter and more strategic with transportation investments, and better integrate the region's land use, economic, environmental and transportation objectives in its decision-making process.

This document represents the first major update to the RTP since 2000. The updated plan provides a blueprint for building a sustainable transportation future that allows the region to compete in the global economy and preserve the unique qualities and natural beauty that define our region. An overarching aim of the RTP is to move the region closer to the vision of the 2040 Growth Concept.

The plan expands personal choices for travel, providing safer and more reliable travel between home and school, work, shopping and recreation destinations. The updated RTP emphasizes reliability of the system, particularly for commuting and moving freight. Reliability and other performance measures will be evaluated and monitored through an integrated multi-modal corridor strategy and performance monitoring system. The performance monitoring system will be finalized during the state component of the RTP update in 2008.

Implementation of the plan will be both challenging and exciting, demanding new levels of collaboration among the Metro Council, public and private sector leaders, community groups, businesses and the residents of the region. Our success in addressing the challenges will be measured in many ways and by many people, including future generations who will live and work in the region.



The 2035 Regional Transportation Plan (RTP) provides an updated blueprint to guide transportation planning and investments in the tri-county Portland metropolitan region. This discussion draft document extends the planning horizon of the current plan through the year 2035 and was developed to meet new federal (SAFETEA-LU) planning requirements by the end of 2007.

The focus of this update is on Federal compliance elements, not the Oregon Transportation Planning Rule (TPR) or other regional requirements. The TPR and regional requirements will be the focus of the state component of the update in 2008. Additional opportunities for public comment on the state component will be provided in 2008.

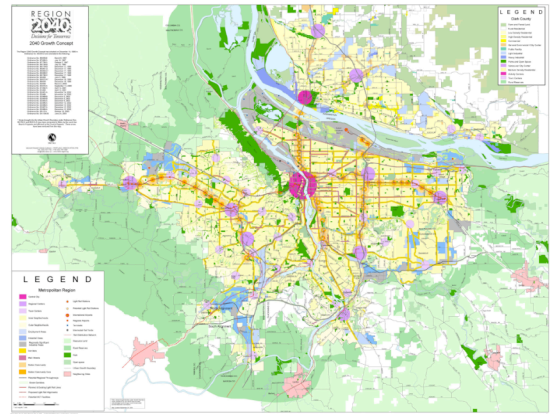
Executive Summary

Linking Transportation to Land Use, the Economy and the Environment

2040 Growth Concept

In the 1990s, the residents of the Portland metropolitan region developed Metro's 2040 Growth Concept through an extensive public process. Adopted in 1995, the concept represents a vision of shared community values and desired outcomes that continue to resonate throughout the region:

- Safe and stable neighborhoods for families
- Compact development that uses land, transportation infrastructure and money more efficiently
- A healthy economy that generates jobs and business opportunities
- Protection of farms, forests, rivers, streams and natural areas
- A balanced transportation system to move people and goods
- Housing for people of all incomes in every community



The Regional Transportation Plan

Metro's transportation planning activities are guided by a federally mandated decision-making framework, called the metropolitan transportation planning process. The Regional Transportation Plan (RTP), first adopted by the Metro Council in 1983, is a long-range blueprint for transportation in the Portland metropolitan region. The RTP is updated every four years to reflect changing conditions in the Portland metropolitan region. The purpose of the RTP is to:

- implement the Region 2040 vision ;
- identify transportation-related actions that respond most effectively to the trends and challenges facing the metropolitan region; and
- comply with federal, state and regional planning requirements.

As the federally designated Metropolitan Planning Organization (MPO), Metro is responsible for coordinating development of the RTP with the region's transportation providers—the 25 cities and three counties in the Metro boundary, the Oregon Department of Transportation, Oregon Department of Environmental Quality, Port of Portland, TriMet, South Metro Area Rapid Transit (SMART), Washington Regional Transportation Council, Washington Department of Transportation and other Clark County governments. Metro facilitates this consultation, coordination and decision-making through four advisory committee bodies—the Joint Policy Advisory Committee on Transportation (JPACT), the Metro Policy Advisory Committee (MPAC), the Transportation Policy Alternatives Committee (TPAC) and the Metro Technical Advisory Committee (MTAC). In addition, the Metro Committee for Citizen Involvement (MCCI) provides advice to the Metro Council on how to best engage residents in regional planning activities.

State law establishes a hierarchy of consistency of plans at the state, regional and local levels. The RTP must be consistent with the Oregon Transportation Plan and the Transportation Planning Rule (TPR). Local plans must be consistent with the RTP. The RTP also serves as the threshold for all federal

transportation funding in the Portland metropolitan region. Projects and programs must be included in the RTP financially constrained system to be eligible for federal and state funding.

Challenges and Opportunities Ahead – Five Things You Should Know

The Portland metropolitan region is at an important crossroads.

- **About a million more people are expected to live here in the next 25.** They will all need to get to work, school and stores on the region's transportation system. Growing congestion is expected to accompany this growth, affecting the economic competitiveness of our region and the State of Oregon, our environment and our quality of life.
- **The Portland-Vancouver metropolitan region is a global transportation gateway and West Coast domestic hub for commerce and tourism.** An international airport, river ports, rail connections and an interstate highway system make this region both a global transportation gateway and West Coast domestic hub for freight and goods movement and tourism-related activities. The 2005 study, *Cost of Congestion to the Economy of the Portland Region*, estimated potential losses in the region of \$844 million annually in 2025 from increased freight costs and lost worker productivity due to increases in travel time if our investments do not keep pace with growth. Freight transportation needs are expected to more than double the amount of freight, goods and services that will travel to this region by air and over bridges, roads, water and rails. The economy of our region and state depends on our ability to support the transportation needs of these industries and provide reliable access to gateway facilities. The economic health of the region also depends on industries that are attracted to the region by our well-trained labor pool, relatively low cost of living and high quality of life.
- **Geopolitical instability and other trends will continue to drive up transportation costs, affecting project costs and household expenditures.** Rising prices for all petroleum products—not just fuel—are here to stay. For example, the price of liquid asphalt jumped 61 percent in Oregon during the first seven months of 2006—from \$207 a ton to \$333 a ton—doubling project costs in some cases. Due to the rising cost of gas and greater driving distances between destinations, transportation costs per household in the region are also increasing. Transportation is the second highest household expense after housing, with lower-income households spending a higher percentage of their income on transportation costs.
- **Federal and state transportation sources are not keeping up with growing needs.** At current spending levels and without new sources of funding, the federal highway trust fund will expend all available revenues projected to be collected by 2009. State and local government purchasing power is steadily declining because the gas tax has not increased since 1993. Reduced purchasing power of current revenues leads to increasing competition for transportation funds, and less capability to expand, improve and maintain the transportation infrastructure we currently have. Meanwhile, the region's transportation infrastructure continues to age, requiring increasing maintenance. Over the next two decades, the gap will grow between the revenues we have and the investments we need to make just to keep our throughway, street and transit systems in their current condition.
- **Climate change poses a serious and growing threat to Oregon's economy, natural resources, forests, rivers, agricultural lands, and coastline.** Transportation activities are the second largest source of greenhouse gas emissions in Oregon. Transportation accounts for and estimated 38 percent of the state's carbon dioxide emissions, and vehicle emissions are predicted to increase by 33 percent by 2025 because of increased driving. New regulations to reduce emissions associated with climate change are likely in the RTP's planning horizon, which would put more emphasis on less polluting transportation modes.

A Proposed Blueprint to Guide the Region's Response

The draft plan RTP updates the region's transportation blueprint through the year 2035, responding to the challenges and opportunities ahead. The plan includes:

1. **A renewed focus on protecting livability.** The RTP has a responsibility to serve the needs of residents in the region, protect our unique setting and landscape and leave a better place for future generations. The goals and objectives in Chapter 3 establish a vision of what we want the regional transportation system to look like and achieve in the future, shaping the actions the region will take to achieve that vision. The RTP emphasizes linking transportation planning to the region's long-range vision for vibrant communities, a healthy economy and environmental protection.
2. **A systems approach that emphasizes completing gaps in the regional transportation network and protecting regional mobility corridors to address safety and congestion deficiencies.** The plan views the transportation system as an integrated and interconnected whole that supports land use and all modes of travel for people and goods movement. This approach relies on a broader, multi-modal definition of transportation need, recognizing that the region's ability to physically expand right-of-way to increase capacity is limited by fiscal, environmental and land use constraints. This approach responds in part to recent policy direction from the federal and state levels to better link system management with planning for the region's transportation system and direction from the residents of the region to provide a balanced transportation system that expands transportation choices for everyone. Reliability of the system, particularly for commuting and freight, is emphasized and will be evaluated and monitored through an integrated multi-modal mobility corridor strategy. Completing gaps in pedestrian, bicycle and transit systems is also a critical part of this strategy.

This approach requires more aggressive management of the transportation system and consideration of strategies such as value pricing to better manage capacity and peak use on the throughways in the region. To date, this tool has not been applied in the Portland metropolitan region despite successful application of this tool in other parts of the U.S. and internationally. Value pricing may generate revenues to help with needed transportation investments, however, more work is needed to gain public support for this tool.

3. **A new focus on stewardship and sustainability to preserve our existing transportation assets and achieve the best return on public investments.** Government must be a responsible steward of public

Regional Transportation System Goals

- **Goal 1: Foster Vibrant Communities and Efficient Urban Form**
- **Goal 2: Sustain Economic Competitiveness and Prosperity**
- **Goal 3: Expand Transportation Choices**
- **Goal 4: Emphasize Effective and Efficient Management of the Transportation System**
- **Goal 5: Enhance Safety and Security**
- **Goal 6: Promote Environmental Stewardship**
- **Goal 7: Enhance Human Health**
- **Goal 8: Ensure Equity**
- **Goal 9: Ensure Sustainability**
- **Goal 10: Deliver Accountability**

Regional Transportation System Components

Regional multi-modal transportation facilities and services include the following eight components:

1. Regional Throughway and Street System, which includes the National Highway System (NHS) and State highways
2. Regional Transit System
3. Regional Bicycle System
4. Regional Pedestrian System
5. Regional Freight System
6. Regional Systems Design
7. System Management Strategies
8. Demand Management Strategies

investment and the social, built and natural environments that shape our communities. Planning and investment decisions must consider the land use, economic, environmental and public impacts and benefits of actions as well as dollar costs. We must also prioritize maintaining and optimizing the infrastructure we have, because dollars are too limited to do everything we want. To maximize return on public dollars, the plan places the highest priority on cost-effective transportation investments that achieve multiple goals. The plan also directs future actions to stabilize transportation funding in this region. This includes raising new revenue for needed infrastructure, a crucial step to achieving the Region 2040 vision and specific goals described in Chapter 3.

The RTP recognizes the diversity of transportation needs throughout the Portland-Vancouver metropolitan region, and attempts to balance needs that often compete. While advocating for a transportation system that adequately serves all modes of travel, the plan recognizes that the automobile will likely continue to be chosen by people for most trips over the life of the plan. However, the RTP also recognizes the need for expanded transportation options for traveling to everyday destinations, and to provide access and mobility for those unable to travel by automobile. Even the occasional use of transit, walking, bicycling or sharing a ride can help the region maintain its clean air, conserve energy and efficiently accommodate more people within a compact urban form.

Finally, the RTP recognizes that the transportation system plays a crucial role in sustaining the economic health of the region and the state of Oregon. Many sectors of the regional economy heavily depend on the safe and efficient movement of goods and services by truck, rail, air and water. Additionally, the economic health of the region also depends on industries that have been attracted to the region because of our well-trained labor pool, relatively low cost of living and high quality of life.

Plan Organization

- **Chapter 1 – Regional Decision-Making and Regulatory Context:** This chapter describes Metro’s role in transportation planning, the regional transportation decision-making process and the federal, state and regional regulatory context of the RTP.
- **Chapter 2 – Challenges and Opportunities:** This chapter describes key trends and issues affecting travel in the region and expected growth in population, the economy and travel for the year 2035.
- **Chapter 3 – Regional Policy:** This chapter presents the policy framework of goals, objectives and actions for the regional transportation system that best support the Region 2040 vision.
- **Chapter 4 – Investment Pool:** This chapter describes the projects and programs submitted by local, state and regional agencies responsible for providing transportation infrastructure and services.
- **Chapter 5 – Financial Plan:** This chapter documents a financial analysis of current funding sources and historic funding trends that serve as the basis for the financially constrained system of investments
- **Chapter 6 – Investment Priorities:** This chapter presents the proposed Financially Constrained System, which represents a statement of the highest priority need, given current transportation funding constraints.
- **Chapter 7 – Implementation:** This chapter describes the processes of plan implementation and issues that remain unresolved at the time the federal component of the RTP is adopted.
- **Glossary:** Definitions of transportation-related planning and engineering terms used throughout the document.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 07-3831, FOR THE PURPOSE OF APPROVING THE FEDERAL COMPONENT OF THE 2035 REGIONAL TRANSPORTATION PLAN (RTP) UPDATE

Date: October 9, 2007

Prepared by: Kim Ellis

BACKGROUND

Metro is the regional government responsible for regional land use and transportation planning under state law and the federally designated metropolitan planning organization (MPO) for the Portland metropolitan region. As the federally designated MPO, Metro is responsible for updating the metropolitan transportation plan, also referred to as the Regional Transportation Plan (RTP), every four years in coordination with the agencies that own and operate the region's transportation system. Metro is also responsible for developing a regional transportation system plan (TSP), consistent with Oregon Transportation Planning Rule (TPR) requirements.

Metro's jurisdictional boundary encompasses the urban portions of Multnomah, Washington and Clackamas counties. Metro's planning partners include the 25 cities, three counties and affected special districts of the region, ODOT, Oregon Department of Environmental Quality (DEQ), Port of Portland, South Metro Area Rapid Transit (SMART), TriMet and other interested community, business and advocacy groups as well as state and federal regulatory agencies such as the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA). Metro also coordinates with the City of Vancouver, Clark County Washington, the Port of Vancouver, the Southwest Washington Regional Transportation Council (RTC), C-Tran, the Washington Department of Transportation, the Southwest Washington Air Pollution Control Authority and other Clark County governments on bi-state issues. The Southwest Washington Regional Transportation Council is the federally designated MPO for the Clark County portion of the Portland-Vancouver metropolitan region.

2035 REGIONAL TRANSPORTATION PLAN UPDATE

The 2035 RTP update represents the first significant update to the plan since 2000. The region is experiencing unprecedented growth and increasing competition for limited funds. The current RTP includes projects that would cost more than twice the anticipated funding. This update involved a new approach to address these issues and federal requirements. The Metro Council initiated the 2035 RTP Update on September 22, 2005 with approval of Resolution #05-3610A (for the Purpose of Issuing a Request for Proposals to Develop a Work Scope for an Expanded 2005-08 Regional Transportation Plan Update that Incorporates the "Budgeting for Outcomes" Approach to Establishing Regional Transportation Priorities).

The new approach (1) included a strong education component to increase community and stakeholder awareness of the issues, (2) used an outcomes-based approach to assess 2040 implementation and to evaluate and prioritize the most critical transportation investments, (3) emphasized collaboration with regional partners and key stakeholders to resolve the complex issues inherent in realizing the region's 2040 Growth Concept, and (4) integrated land use, economic, environmental and transportation objectives that are part of the 2040 Growth Concept. The process considered information learned from the 2005 *Cost of Congestion Study*, 2006 New Look public opinion research and the *Regional Freight and Goods Movement Plan*.

In January 2007, the 2035 RTP update timeline and process was expanded by the Metro Council, at the recommendation of JPACT, to allow for completion of the federal component of the 2035 RTP before the

current plan expires on March 5, 2008 and provide for additional technical analysis and policy development to address state and regional planning requirements by Fall 2008.

The federal component of the update is anticipated to be complete by December 2007 to allow adequate time to complete air quality conformity analysis and federal consultation before the current plan expires on March 8, 2008.

SUMMARY OF DECISION-MAKING FRAMEWORK

Metro's transportation planning activities are guided by a federally mandated decision-making framework, called the metropolitan transportation planning process. Metro leads this process in consultation and coordination with federal, state, regional and local governments, and engagement of other stakeholders with an interest in or who are affected by this planning effort. Metro facilitates this consultation and coordination through four advisory committee bodies—the Joint Policy Advisory Committee on Transportation (JPACT), the Metro Policy Advisory Committee (MPAC), the Transportation Policy Alternatives Committee (TPAC) and the Metro Technical Advisory Committee (MTAC).

The 2035 RTP update process relied on this existing decision-making structure for development, review and adoption of the plan. MPAC, JPACT and the Metro Council made recommendations at key decision points based on input from TPAC, MTAC, the Council-appointed Regional Freight Plan Task Force and the public participation process. SAFETEA-LU provisions for additional consultation with state and federal resource agencies, and tribal groups not represented on Metro's existing committee structure were met through a consultation meeting with the Collaborative Environmental Transportation Agreement for Streamlining (CETAS) work group, consisting of the Oregon Department of Transportation and ten state and federal transportation, natural resource, cultural resource and land-use planning agencies, on October 16.

Finally, the *Regional Freight and Goods Movement Plan* element of the RTP update was guided by a Council-appointed 33-member Task Force and a Technical Advisory Committee (TAC).¹ Recommendations from the Regional Freight TAC were forwarded to the Regional Freight and Goods Movement Plan Task Force. The Task Force recommendations to date have been forwarded to the 2035 Regional Transportation Plan process for adoption into the region's long-range transportation system plan.

APPROACH AND TIMELINE DEVELOPMENT OF FEDERAL COMPONENT OF 2035 RTP

The process addressed new federal planning requirements, including SAFETEA-LU legislation. The new federal transportation law—SAFETEA-LU—made changes to requirements for transportation planning, including amending the formal update cycle to four years and making specific changes to requirements affecting planning for special needs, security, safety, system management and operations and environmental mitigation. The changes are addressed in this update to the plan.

Consistent with SAFETEA-LU, the federal component of the update focused on:

1. updating regional policies that guide planning and investments in the regional transportation system to respond to key trends and issues facing the region and meet federal planning requirements;

¹ The Regional Freight and Goods Movement Task Force was comprised of 33 members from the community, private and public sectors, representing the many elements of the multimodal freight transportation system and community perspectives on freight. The Freight Technical Advisory Committee (TAC) was comprised of public sector staff from the local, regional, and state agencies operating within Metro's jurisdictional boundaries. The TAC will provide input and review of technical work products.

2. incorporating projects and programs that have been adopted in local and regional plans, and corridor studies through a public process since the last RTP update in 2004;
3. updating the transportation revenue forecast and regional investment priorities to match current funding sources and historic funding trends that are “reasonably anticipated to be available;”
4. identifying additional issues to be addressed during the state component of the RTP update in 2008.

The following section describes the RTP timeline and process for developing the federal component of the 2035 RTP.

June 2006-January 2007 – Research and Policy Development – Metro staff conducted background research on trends and issues affecting travel in the region, convened five stakeholder workshops on desired outcomes and needs for the region’s transportation system and conducted scientific public opinion research on transportation needs and priorities. This information is available to download on Metro’s website at www.metro-region.org/rtp.

January-March 2007 - Provisional Policy Framework Development – The background research in the previous phase guided development of a provisional draft policy framework that established goals and objectives for the regional transportation system. At the recommendation of the Metro Policy Advisory Committee (MPAC) and the Joint Policy Advisory Committee on Transportation (JPACT), the provisional draft policy framework (Chapter 1) was accepted by the Metro Council to guide identification of transportation needs and investment priorities.

April 2007 – Identification of Regional Mobility Corridor Priorities – In March and April 2007, the Regional Freight and Goods Movement Task Force, MPAC and JPACT participated in separate workshops to identify mobility issues and priorities for investments in the RTP. In April, Metro, TriMet and the Oregon Department of Transportation (ODOT) convened a technical workshop to build on the direction provided in the previous policy-level discussions. Nearly 60 participants attended this workshop, including Transportation Policy Alternatives Committee (TPAC) and Metro Technical Advisory Committee (MTAC) members and other local government staff.

Summer 2007 - RTP Project Solicitation and System Analysis - In June 2007, agencies submitted projects and programs that came from local and regional plans or studies that had been previously adopted through a public process. The investments submitted responded to the provisional policy framework. ODOT and TriMet collaborated with Metro and local agencies to identify investments that respond to mobility corridor priorities identified by the Freight Task Force, JPACT and MPAC in April. In addition, local agency TPAC representatives for each of the three counties worked with the cities within their respective county to identify other community-building investments to complement the regional mobility corridor investments. The result of this effort was the development of the 2035 RTP Investment Pool. Proposed investments were submitted in one of two complementary investment strategy tracks:

- **Track 1: State and Regional Mobility Corridor Investment Strategy** focuses on regional mobility corridor investments that leverage the 2040 Growth Concept and improve interstate, intrastate and cross-regional people and goods movement.
- **Track 2: Community-Building Investment Strategy** focuses on community-building investments that leverage 2040 Growth Concept through street and transit system improvements that provide for community access and mobility.

Metro conducted a technical analysis of the performance of the system projects and programs submitted. The results of the analysis are included in the federal component of the 2035 RTP.

August – October 2007 – Development of RTP Financially Constrained System and Draft 2035 - Metro staff worked with local governments, ODOT, SMART and TriMet to narrow the 2035 RTP Investment Pool to match expected revenue that can “reasonably be expected to be available” during the

plan period. This set of investments is also called the financially constrained system. In addition, staff further refined the policy framework to respond to key findings of the technical analysis, policy discussions at the Freight Regional and Goods Movement Task Force, MPAC, JPACT and the Metro Council and informal comments provided by local governments and interested stakeholders over the summer.

SUMMARY OF STAKEHOLDER ENGAGEMENT AND PUBLIC PARTICIPATION PLAN FOR THE FEDERAL COMPONENT OF THE 2035 RTP UPDATE

The public participation plan was designed to meet regional and federal requirements for public participation and respond to the key issues raised during the scoping phase in 2006. This section describes the *stakeholder engagement and outreach* components that will inform development of an updated 2035 RTP plan, and support the decision-making role of the Metro Council, JPACT and MPAC and the participatory role of public agencies, targeted stakeholder groups and the general public.

Metro's targeted stakeholders and planning partners include the 25 cities, three counties and affected special districts of the region, Oregon Department of Transportation (ODOT), Oregon Department of Environmental Quality, Port of Portland, SMART, TriMet and other interested community, business and advocacy groups as well as state and federal regulatory officials and resource agencies. Metro also coordinates with the City of Vancouver, Clark County Washington, the Port of Vancouver, the Southwest Washington Regional Transportation Council (RTC), C-Tran, the Washington Department of Transportation, the Southwest Washington Air Pollution Control Authority and other Clark County governments on bi-state issues.

This broad spectrum of stakeholders was the primary focus of the public participation plan. A variety of methods for engaging public agencies and targeted public and private sector stakeholder groups were used, including focused discussions at Regional Forums, Mayors'/Chair's Forums, stakeholder workshops, Metro Advisory Committees and established County Coordinating Committee's meetings, technical workshops and other methods of communication and engagement as described below. In September and October of 2006, Metro staff also met with several groups of citizens and planners to solicit input on the bicycle and pedestrian needs and issues background reports. The groups included local citizen bicycle and/ pedestrian citizen advisory groups, local bicycle and pedestrian planners/advocates and the Regional Trails working group. Metro held a separate bike and pedestrian workshop with local pedestrian and bike planners from local and state government, advocacy groups and the private sector. The participants provided information about trends and current research underway, barriers to developing the pedestrian and bicycle systems, and policy gaps at the regional level.

A second priority for outreach is the general public. The general public was engaged and provided opportunities to give input throughout the planning process. A significant element of this portion of the work program was a scientific public opinion survey that was conducted to solicit a statistically valid measure of public values and needs. In addition, Metro's website hosted an interactive project website that included an on-line survey during the research phase of the update. The project website was also to provide information about the update process, timeline with key decision points identified, fact sheets, newsletters and other pertinent information about the process. The transportation hotline included a 2035 RTP update message program that includes timely information about key decision points and provided an option for requesting additional information. In addition, feedback was solicited on a discussion draft 2035 RTP during the public comment period that was held from October 15 to November 15, 2007, through four Metro Council public hearings, Metro's website and four open houses held during the comment period.

Media outreach was also a significant element of the participation plan with the intent of using earned mass media to provide information to the general public and key stakeholders throughout the process. This included briefings of reporters and editorial boards, press releases, media packets and civic journalism. Several electronic-newsletters and fact sheets were developed throughout the process and at

key decisions points. The newsletters and fact sheets were distributed through Metro's website, at events and upon request. Summary reports documenting the results and findings of major tasks were also developed and made available on Metro's website and through presentations at Metro's advisory committees.

Notices of key decisions were distributed through community newspapers, electronic newsletters, the transportation hotline and the Metro website. A formal 30-day public comment period was held to coincide with release of a discussion draft RTP in September 2007. Comments were collected through Metro's website, US mail, fax, email and testimony provided at four Metro Council public hearings during this period. Comments received were entered into the public record and provided to staff and elected officials prior to final consideration and action on the federal component of the 2035 RTP. Finally, the RTP and its attendant Air Quality Conformity Analysis will be made available for a formal 30-day public review period before final adoption in February 2008.

OUTSTANDING ISSUES TO BE ADDRESSED DURING STATE COMPONENT OF THE 2035 RTP UPDATE

The system the region can afford with "expected revenue" is not expected to be sufficient to achieve the region's vision for the future. The state component of the RTP update will, as a result, focus on identifying those investments that the region truly needs to achieve the 2040 Growth Concept and RTP goals, and developing a funding strategy that supports implementation of those investments over time.

After the federal component of the 2035 RTP is submitted to federal agencies for review, the focus will shift to the state component of the RTP update. The state component of the 2035 RTP will continue in 2008 to address outstanding issues identified during the federal component of the 2035 RTP, including amendments to both the Oregon TPR and Oregon Transportation Plan, and development of a transportation finance strategy to funded needed investments that exceed revenues anticipated to be available during the plan period.

Staff recommends these areas to be the focus of policy discussion and additional technical analysis during the state component of the RTP update in 2008:

1. Performance measures and evaluation framework

Background: The first round of technical analysis (which included the RTP investment pool of projects) demonstrated that system-level measures are no longer sufficient to determine whether investments lead to a safe, efficient and reliable transportation system or meet other RTP goals for land use, the economy and the environment.

What does an outcomes-based evaluation and monitoring framework look like? What measures and benchmarks are most important?

2. Congestion management and regional mobility corridors

Background: How to address increasing demand on our multimodal transportation system is a critical issue for the region, particularly the *Regional Mobility Corridors* – transportation corridors centered on the region's network of interstate and state highways that include parallel networks of arterial roadways, high capacity and regional transit routes and multi-purpose paths. The network of corridors is intended to move people and freight between different parts of the region and connect the region with the rest of the state and beyond. Despite significant investments assumed in the region's transit and roadway systems, the region appears to lose ground on congestion and system reliability. When the pool of investments is narrowed to match available revenue to develop the Financially Constrained RTP, additional congestion and reductions in system reliability are expected.

How should the region measure success for these corridors and what is the mix of strategies and investments that will help us get there?

3. **Oregon Transportation Planning Rule (TPR) implications for land use**

Background: Recent amendments to the TPR may affect the region's ability to manage growth consistent with the 2040 Growth Concept.

What are the implications of recent TPR amendments on the ability of the RTP and local TSPs to comply with OAR 660-012-0060, which requires land use and transportation plans to be balanced?

4. **Transportation finance**

Background: The region's funding gap is so significant, the region must use every tool at our disposal to address current and future transportation needs in support of the Region 2040 Growth Concept. The region needs a strategy that effectively links land use and transportation investment decisions. Community building investments are tied primarily to locally generated growth-related revenues. In addition, new growth areas need seed money before system development charges can begin to be collected. Both short-term and long-term strategies are needed to raise new revenues to fund needed investments.

How do we know what level of investment we need to achieve Region 2040? Who should have primary responsibility for addressing needs on ODOT's state and district highways? Who should have primary responsibility for addressing operations, maintenance and other needs of regional bridges? What funding sources should be used to address all of the different regional mobility and community building needs?

Additional opportunities for public comment on the state component will be provided in Fall 2008.

ANALYSIS/INFORMATION

1. **Known Opposition:** None known.

2. **Legal Antecedents:** There are a wide variety of past Federal, State and regional legal actions that apply to this action.

Federal regulations include:

- Clean Air Act, as amended [42 U.S. C. 7401, especially section 176(c)];
- Federal statutes concerning air quality conformity [23 U.S.C. 109(j)];
- US EPA transportation conformity rules (40 CFR, parts 51 and 93); and
- USDOT rules that require Metro to update RTPs on a four-year cycle [23 CFR 450.322(a)].

State regulations include:

- Oregon Administrative Rules for Transportation Conformity, (OAR Chapter 340, Division 252); and
- Portland Area Carbon Monoxide Maintenance Plan and Portland Area Ozone Maintenance Plan.

Metro legislation includes:

- Resolution 05-3610A (For the Purpose of Issuing a Request for Proposals to Develop a Work Scope for an Expanded 2005-08 Regional Transportation Plan Update that Incorporates the "Budgeting for Outcomes" Approach to Establishing Regional Transportation Priorities), on September 22, 2005.

- Resolution No. 06-3661 (For the Purpose of Approving A Work Program For the 2035 Regional Transportation Plan (RTP) Update and Authorizing the Chief Operating Officer to Amend Contract No. 926975), on June 15, 2006; and
 - Resolution No. 07-3793 (For the Purpose of Accepting the Chapter 1 Regional Transportation Policy Framework as the Provisional Draft For the Purpose Of Completing Phase 3 of the 2035 Regional Transportation Plan (RTP) Update), on March 15, 2007.
3. **Anticipated Effects:** The proposed federal component of the 2035 Regional Transportation Plan meets federal requirements for metropolitan transportation planning. With approval, staff will proceed with the federally-required air quality conformity analysis and development of federal findings of compliance.
4. **Budget Impacts:** There is no financial impact to approval of this resolution.

RECOMMENDED ACTION

Approve Resolution No. 07-3831.

Resolution No. 07-3873, For the Purpose of Ratifying the
AFSCME Local 3580 Collective Bargaining Agreement for July 1, 2007
through June 30, 2011

Metro Council Meeting
Thursday, October 25, 2007
Clackamas Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF RATIFYING THE 2007-	)	RESOLUTION NO. 07-3873
2011 COLLECTIVE BARGAINING)	
AGREEMENT BETWEEN AFSCME LOCAL	)	Introduced by Michael Jordan, Chief
3580 AND METRO.		Operating Officer, in concurrence with
		Council President Bragdon

WHEREAS, Metro's designated representatives for labor relations have negotiated in good faith with AFSCME Local 3580; 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; and

WHEREAS, Metro's designated representatives recommend and support ratification by the Council; 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 25th day of October, 2007

David Bragdon, Council President

Approved as to Form:

Daniel B. Cooper, Metro Attorney

Collective Bargaining Agreement

Metro and the
American Federation
of State, County and
Municipal Employees
Local 3580

~~July 1, 2004 – June 30, 2007~~
July 1, 2007 – June 30, 2011



METRO
People Places
Opens Spaces

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Article 1: Preamble

THIS AGREEMENT is entered into by Metro, (Employer) and the American Federation of State, County and Municipal Employees Local 3580, AFL-CIO, (Union).

The purpose of this Agreement is to set forth the full and complete Agreement between Metro and the Union on matters pertaining to rates of pay, hours of work, fringe benefits and conditions of employment, to promote efficiency in employee work performance, and to provide an equitable and peaceful procedure for the resolution of disputes in the interpretation and application of the terms of this Agreement consistent with Metro's and the Union's mutual objective of providing ever improved services to the public of the Metro region.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, **gender identity**, sexual preference, race, color, creed, religion, national origin, association or political affiliation, mental or physical handicap.

Except as otherwise provided by law, regulation, or grant provisions, the PARTIES AGREE AS FOLLOWS:

Article 2: Recognition

Section 2.1 Metro recognizes the Union as the exclusive bargaining representative of all permanent employees of Metro, excluding employees who are included in a bargaining unit represented by the Laborers' International Union, Local 483, and confidential and supervisory employees as defined by ORS 243.650(6) and (23). In the event of a dispute between the parties regarding the confidential or supervisory status of any employee, the parties shall meet and discuss the matter at a mutually agreeable time and place. In the event that the parties are unable to agree on the employee's status, either party may petition the Employment Relations Board of the State of Oregon to resolve the matter.

Section 2.2 Temporary employees are not included in the bargaining unit. Temporary employees shall be defined as those employees working less than one thousand forty-four (1,044) hours per year in a twelve (12) month period from initial hiring, or any 12-month period thereafter. Temporary employees shall not be used to replace and/or diminish wages, hours or other conditions of employment of existing bargaining unit employees except during bona fide recruitment of permanent employees, leaves, or short-term non-recurring work operations. Metro agrees to provide the Union a monthly listing of temporary employees and hours worked from hire date.

Article 3: Management Rights

The employer shall have and retain the sole responsibility for the management and operation of all Metro functions and direction and control of its work force, facilities, properties, programs and activities, except as expressly limited by the terms and conditions of this Agreement. These rights include but are not limited to the following:

- (1) Determination of Metro's mission, policies, and all standards of service offered to the public and other local governments;
- (2) Planning, directing, controlling and determining the operations or services to be conducted by employees of Metro;
- (3) Determining the methods, means, number of personnel needed to carryout any department's mission;
- (4) Directing the work force;
- (5) Hiring and assigning or transferring employees within or between departments;
- (6) To promote, suspend, discipline or discharge consistent with this Agreement;
- (7) To layoff or relieve employees due to lack of work or funds or for other legitimate reasons;
- (8) To make, publish and enforce rules and regulations including personnel rules and policies that do not violate any specific provision of this Agreement; and
- (9) To introduce new or improved methods, equipment or facilities.
- (10) To complete performance evaluations of employees as required.
- (11) To classify, reclassify or merge positions as required.

Article 4: Union Security

Section 4.1 Membership. Membership or non-membership in the Union shall be guaranteed as an individual choice of employees within the bargaining unit provided, however, that any employee who chooses to belong to the Union shall be entitled to subsequently withdraw from membership of the Union by the giving of written notice to the Union and Metro.

Section 4.2 Fairshare. Metro agrees to fairshare in accordance with and pursuant to the terms of the Oregon Revised Statutes 243.650 (10) and (18) with the understanding that the fairshare for non-union employees shall be equivalent to the dues of the Union membership in the American Federation of State, County and Municipal Employees Local 3580, AFL-CIO.

The right of non-association of employees based on bona fide religious tenets or teaching of a church or religious body of which an employee is a member as provided by ORS 243.666 is hereby guaranteed. Such employee shall pay the fairshare amount described hereinabove to a nonreligious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish proof to the Union that this has been done.

Section 4.3 Effective Date. The effective date of withholding Union membership dues or fairshare shall be the first of the month following thirty (30) calendar days of employment.

Section 4.4 Dues Checkoff. Upon receipt of a signed authorization from the employee, Metro agrees to deduct from the paycheck of each employee authorized by the Union, the regular monthly dues uniformly required of members of the Union and the amount of fairshare determined by application of Article 4.2 of this Agreement from all non-union members of the bargaining unit for which the Union is the exclusive bargaining agent. The aggregate amount deducted, together with an itemized statement, shall be transmitted monthly to the Council 75 offices on behalf of all employees involved. The performance of this service is at no cost to the Union. Metro will not be held liable for any errors or delays, but will make any proper corrections as soon as possible.

Section 4.5 The Union agrees that it will indemnify, defend and hold Metro harmless from all suits, actions, proceedings, and claims against Metro, or person acting on behalf of Metro, whether for damages, compensation, reinstatement, or a combination hereof arising out of Metro's implementation of this Article. In the event any decision is rendered by a court of competent jurisdiction or by enacted law that this Article is invalid and/or that reimbursement of the service fee (fairshare) must be made to employees affected, the Union shall be solely responsible for such reimbursement.

Article 5: Hours and Shifts

Section 5.1 Forty (40) hours shall constitute the normal workweek, eight (8) hours per day, five (5) consecutive days per week with two (2) consecutive days off. Notice of change in shift starting times or days off will be given prior to the end of the week before the week in which the change becomes effective, and such change will be effective for not less than one (1) week. Provided, however, that this Section shall not govern the payment of overtime, which shall be strictly governed by Article 7.

Section 5.2 Except in cases of emergency, all employees shall be provided with a fifteen (15) minute rest period during every four (4) hours worked. Rest periods normally shall be taken near the middle of each one-half (1/2) shift whenever feasible.

Section 5.3 Notwithstanding the workweek set forth in 5.1 and 5.2 above, the Union may request and Metro may initiate an alternate workweek schedule, upon mutual agreement of the Union and Metro.

Section 5.4 Shift work shall be permitted in all classifications, without restrictions, on the following basis. The day shift for pay purposes is any shift which begins between 6:00 a.m. and 9:59 a.m. Part-time work which is commenced after 11:59 a.m. and completed by 6:59 p.m. is day shift work.

Section 5.5 Employees transferred from one shift to another, unless relieved from work at least a full **shift eight (8) hours** before starting their new shift, shall be paid the overtime rates for the first such new shift worked.

Section 5.6 The second or swing shift for pay purposes shall be defined as any shift which begins after 9:59 a.m. and ends after 6:00 p.m. Employees scheduled on the ~~third~~ shift shall receive a shift premium of **\$1.10 per hour upon ratification, \$1.15 on July 1, 2008, \$1.20 on July 1, 2009, and \$1.25 on July 1, 2010. ninety-five (95) cents per hour November 1, 2004; and one (1) dollar per hour July 1, 2005; and one (1) dollar and five (5) cents per hour July 1, 2006,** in addition to the regular hourly rate (as set forth in Exhibit A).

Section 5.7 The third or graveyard shift for pay purposes shall be defined as any shift which begins after 6:59 p.m. or prior to 6:00 a.m. Employees scheduled on the third shift shall receive shift premium of **\$1.15 per hour upon ratification, \$1.20 per hour on July 1, 2008, \$1.25 per hour on July 1, 2009, and 1.30 per hour on July 1, 2010. one (1) dollar per hour November 1, 2004; and one (1) dollar and five (5) cents per hour July 1, 2005; and one (1) dollar and ten (10) cents per hour July 1, 2006,** in addition to the regular hourly rate (as set forth in Exhibit A).

Section 5.8 Relief shifts shall be deemed as:

5.8.1 Any workweek schedule which includes multiple shifts with a maximum of three (3) day shifts. This definition means a workweek consisting of any combination of two (2) or more shifts in which the employee works not less than one nor more than three day shifts and any other shift or shifts.

5.8.2 Employees assigned to relief shifts shall be paid one (1) dollar and ten (10) cents per hour November 1, 2004; and one (1) dollar and fifteen (15) cents per hour July 1, 2005; and one (1) dollar and twenty (20) cents per hour July 1, 2006; premium for all hours worked.

5.8.3 Employees working relief shifts shall not receive the shift premium authorized in Sections 5.6 and 5.7 above.

Section 5.8 5.9 The shift differential shall apply to all hours worked during that shift. If an employee works one-half or more of the second or third shift, the employee shall receive the higher differential for all hours worked in that shift.

Section 5.9 ~~5.10~~ Solid Waste and Recycling employees who work weekends shall be paid a differential of **\$1.15 per hour upon ratification, 1.20 per hour on July 1, 2008, \$1.25 per hour on July 1, 2009, and \$1.30 on July 1, 2010.** ~~one (1) dollar per hour November 1, 2004; and one (1) dollar and five (5) cents per hour July 1, 2005; and one (1) dollar and ten (10) cents per hour July 1, 2006,~~ for all hours worked between the hours of 12:00 a.m. Saturday to 11:59 p.m. Sunday. **The weekend differential is in addition to the shift differentials in Section 5.6 and 5.7.**

Article 6: No Strike or Lockout

Section 6.1 During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, picketing, strike, or any other interference with the work and statutory functions or obligations of Metro. During the term of this Agreement neither Metro nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 6.2 If any work stoppage, slowdown, picketing, or strike shall take place, the Union agrees to immediately notify any employees engaging in such activities to cease and desist and to publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. The Union agrees to immediately notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article including their responsibilities to remain at work during any interruption which may be caused or initiated by others and to encourage other employees violating Section 6.1 above to return to work.

Article 7: Overtime and Comp Time

Section 7.1 Overtime worked by employees non-exempt from the Fair Labor Standards Act (FLSA) shall be paid at one and one half (1-1/2) the employee's regular rate including any regular rate premiums. Overtime is time worked over eight (8) hours per day or over forty (40) hours in one (1) workweek. For employees working four day workweeks overtime is time worked over ten (10) hours per day or over forty (40) hours in one (1) workweek. The "workweek" for purposes of calculating overtime for non-exempt employees is defined as seven (7) consecutive calendar days beginning at 12:01 a.m. on Sunday, and ending on the following Saturday at 12:00 midnight, provided, however, that Metro may establish other, alternative workweeks for individual employees or classes of employees, consistent with the requirements of the FLSA, by so notifying the employees in writing. The "workday" for purposes of calculating overtime for non-exempt employees is defined as the 24-hour period beginning at 12:01 a.m. each day and ending at 12:00 midnight. Overtime shall be paid whenever required by this subsection or the FLSA.

Section 7.2 Upon agreement with a non-exempt employee that overtime not be paid, non-exempt employees shall receive one and one-half (1-1/2) hours of compensatory time off for every hour

worked in excess of eight (8) hours (ten (10) hours per day for four day workweek employees) or forty (40) hours per workweek.

Section 7.3 Exempt employees, as salaried professional, executive, and administrative employees under FLSA, shall not be paid overtime nor receive hour-for-hour compensatory time. Metro may, at its sole discretion, allow exempt employees "bonus time" off as determined appropriate by the Chief Operating Officer or his/her designee(s). The decision to grant or disallow bonus time, including the promulgation of any standards or procedures for awarding bonus time, shall be considered as the exercise of a Management Right allowed by Article 3 of this Agreement.

Article 8: Holidays

Section 8.1 All bargaining unit members shall receive one (1) day's hourly pay or no deduction from salary for each of the following designated holidays listed on which they perform no work:

- (1) New Years Day;
- (2) Martin Luther King Day;
- (3) ~~Washington's Birthday~~ **President's Day**;
- (4) Memorial Day;
- (5) Independence Day;
- (6) Labor Day;
- (7) Veterans Day;
- (8) Thanksgiving Day;
- (9) Christmas Day;
- (10) Two (2) Personal Holidays are allowed each fiscal year on days of each employee's choice, subject to schedule approval of the supervisor. Employees hired after January 1 of each fiscal year shall be entitled to one (1) such holiday in that fiscal year. For purposes of this section, a Personal Holiday is any day chosen by the employee and approved by the supervisor which would otherwise be a regular scheduled workday. The personal holidays must be taken by the employee within the fiscal year in which they accrue.

Section 8.2 All part-time employees will receive holiday pay pro-rated based on average hours worked per work day during the preceding two pay periods.

Section 8.3 Whenever a holiday shall fall on the first day not included in the employee's regularly scheduled work week, the preceding day in an employee's regular workweek shall be observed as a holiday. Whenever a holiday shall fall on the second day not included in the

employee's regularly scheduled workweek, the following day in an employee's regular workweek shall be observed as a holiday.

Section 8.4 Holidays which occur during vacation or sick leave shall not be charged against such leave.

Section 8.5 Eligible employees shall receive eight (8) hours regular pay for each of the holidays set forth above on which they perform no work. Eligible employees who work a 4-10 schedule shall receive ten (10) hours regular pay for each of the holidays set forth above on which they perform no work. In addition to holiday pay, any non-exempt employee shall be paid the overtime rate for any holiday actually worked. However, if an employee is scheduled to work on a holiday, that employee will be permitted to defer the holiday with regular pay until a later date. An employee under this section can accumulate no more than five deferred holidays.

Article 9: Vacation

Section 9.1 Subject to department approval and the provision on initial probationary period, all bargaining unit employee shall be granted annual vacation leave with pay based on hours worked, accruing at the following rates:

Total Years of Continuous Service	Accrual Rate Per Hours	Equivalent Annual Hour Full-Time Employees
Date of hire through completion of 3 yrs	.0385 hours	80 hours
4 years through completion of 7 yrs.	.0577 hours	120 hours
8 years through completion of 11 yrs.	.0770 hours	160 hours
12 years plus	.0862 hours	180 hours

Section 9.2 Permanent employees who have been employed by Metro for more than six (6) consecutive months may be granted accrued vacation leave by approval of the department director or his/her designee.

Section 9.3 Employees shall not accumulate more than two hundred seventy-five (275) hours of vacation leave. Additional hours that would have accrued at the rates in this Agreement shall be forfeited unless a denial of a vacation request prevents an employee from avoiding the 275 hours maximum. If denial of a vacation request prevents an employee from avoiding the 275 hour maximum, the employee shall be paid at regular rate for those hours accrued over 275 hours. Metro paycheck stubs shall contain language advising employees of the 275 hour maximum. This article is subject to the provision that Metro shall have the option to "buy back" any

vacation hours over 250 that an employee has accrued at the end of each fiscal year, at the employee's regular straight time rate.

Section 9.4 Department directors or their designees shall schedule vacation for their respective staff with consideration for vacation accrued, seniority, the desires of the staff, and for the work requirements of the department. Vacation schedules may be amended to allow the department to meet emergency situations. Vacation requests more than thirty (30) working days in advance shall not be arbitrarily denied or amended without demonstration of conflict with a prior request or a bona fide work emergency.

Section 9.5 Any regular employee who resigns, retires, is laid off or dismissed from employment with Metro shall be entitled to immediate lump sum payment for accrued and unused vacation at the employee's existing salary rate provided, however, that such lump sum payment shall not be made if separation occurs prior to the completion of the initial probationary period including any extensions.

Article 10: Sick Leave

Section 10.1 Bargaining unit members shall earn sick leave with pay at a rate of .05 hours per hour worked accrued in an unlimited amount. Qualified employees shall be eligible for use of earned sick leave after working one (1) day of service with Metro.

Section 10.2 Employees are eligible to use sick leave only for the following reasons:

- (1) Personal illness or physical disability;
- (2) Illness or physical disability in the employee's immediate family or household requiring the employee to remain at home.
- (3) Medical appointments and office visits.
- (4) As otherwise required by law.

Section 10.3 Employees unable to report to work shall report the reason for absence to their supervisor within (1/2) hour after the scheduled beginning of their shift. At locations where multiple shifts are worked, employees unable to report to work due to illness shall report the reason for the absence to their supervisor one hour prior to the scheduled beginning of their shift.

Section 10.4 Metro and the Union agree that no employee should receive full net wages in paid sick leave while also receiving time loss payments on an insured disability or Workers' Compensation claim. The parties therefore agree as follows:

Where the dual payment would result from the employee filing a claim for time loss payments for an injury or disease the employee shall receive only the paid sick leave, if any, for the same condition necessary to bring the employee to full net take-home pay for the pay period. Metro may recoup any overpayment of sick leave paid, either by deductions from gross wages per pay period in an amount not exceeding 20 percent gross wages until the total overpayment is recouped, or Metro and the employee may, by mutual agreement, provide for some other means for repayment. Upon repayment of the total amount of the excess, the employee's sick leave account shall be credited with that portion of the sick leave repaid.

Section 10.5 Sick leave shall not continue to accrue during periods of disability or leave unpaid by Metro.

Section 10.6 Notwithstanding the foregoing, employees who misuse sick leave may be subject to discipline pursuant to Article 17 Discipline and Discharge.

An employee who meets any one of the following criteria may be deemed a high sick leave user:

- a) exhaustion of all accrued sick leave;
- b) use of five (5) days of sick leave, paid or unpaid in the preceding six (6) months.

Subsections (a) and (b) of 10.6 do not apply to employees who have accumulated more than four-hundred (400) hours of sick leave.

An employee who meets the above criteria as a result of a single incident of illness or injury, as evidenced by a physician's certificate, shall not be included as information leading to the determination that an employee is a high sick leave user.

An employee's absences that are covered by FMLA/OFLA, Workers' Compensation, or the American's with Disabilities Act shall not be included as information leading to the determination that an employee is a high sick leave user.

Metro shall not conclude that any employee has misused sick leave without first notifying the employee in writing that he/she appears to be misusing sick leave, and giving the employee an opportunity to respond.

Section 10.7 Regular full-time employees who use twenty-four (24) hours or less of sick leave within one fiscal year period shall accrue eight (8) additional hours of vacation leave in exchange for eight (8) hours of sick leave at the end of the fiscal year period. Regular part-time employees who use twenty-four (24) hours or less of sick leave within one fiscal year period shall accrue four (4) additional hours of vacation leave in exchange for four (4) hours of sick leave at the end of the fiscal year period.

Article 11: Other Leaves

Section 11.1 Bereavement Leave. An employee absent from duty by reason of the death of his or her spouse, domestic partner, parents, children, sister, brother, grandparent, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or other household member shall be allowed not to exceed three (3) days time off duty without deduction of pay on account of such absence. **If travel is required, up to four (4) additional days (chargeable to sick leave) may be allowed upon request to the employee's Department Director.**

Under special circumstances and upon the death of a person other than the employee's immediate family member, sick leave as described in section (a) above to attend a funeral may be granted at the sole discretion of a Department Director at the request of the employee.

Employees may attend a funeral ceremony for a fellow employee within their own department with four (4) hours time off with pay to attend such funeral ceremony, subject to the needs of the operation.

When an employee participates in a funeral service, he/she will be granted four (4) hours time off with pay and chargeable to any accrued leave balance, or without pay if the employee has no accrued leave balances, to attend such funeral service subject to the approval of the Department Director.

Section 11.2 Military Leave. Employees shall be granted 15 days military leave with pay. Any remaining leave shall be without pay, as required by law.

Section 11.3 Jury Duty/Court Appearances. Employees shall be granted a paid leave of absence for time off for jury service, or as a result of service upon the employee of a lawful subpoena requiring his/her appearance in a court of law. Any jury or witness fees or mileage will be endorsed over to Metro. In the event that an employee is excused from jury duty prior to the end of his/her daily work shift, the employee shall promptly return to work.

Section 11.4 Employer agrees to abide by the Americans with Disabilities Act, the Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) when administering qualifying leave for employees. Employees shall be allowed to use accrued leave balances (sick leave, compensatory time, personal holiday and vacation) for FMLA and OFLA leave.

Disability leave without pay shall commence immediately upon completion of the vacation and sick leave. During the first three (3) months of such disability leave, Metro shall continue to provide health, dental, life insurance, accidental death and dismemberment and long-term disability benefits, to the same extent provided other employees, and shall pay all appropriate

premiums. If a leave of absence for a disability extends beyond three (3) months, the employee may elect to continue the latter coverages and benefits; upon such election, the gross premiums for such extended coverage shall be paid by the employee. Any and all such extensions of coverages and benefits beyond the first three (3) months shall be subject to any and all restrictions and conditions in each applicable benefit policy or plan.

Section 11.5 Family and Medical Leaves shall be governed in accordance with the Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). Employees shall be allowed to use accrued leave balances (sick leave, compensatory time, personal holidays, and vacation) for FMLA and OFLA leaves.

Parental Leave. Unpaid Parental Leave up to the developmental stage equivalent of twelve (12) weeks for a newborn or for the 12-week period following the date an adoptive parent takes custody of a newly adopted child under six (6) years of age shall be granted to eligible employees.

- (1) The employee shall be entitled to take leaves without being penalized for taking leave.
- (2) An employee returning from leaves shall be reinstated with no greater or lesser rights in employment than if the employee had not taken the leave, as provided by FMLA/OFLA.
- (3) Employees who return from FMLA/OFLA leaves (including parental leave) by the date listed in the written request on file will be restored to their former position without loss of seniority or vacation credits. If circumstances change so that the employee's former job is no longer available, that worker will be reinstated in an equivalent position. Employees who do not return by the date specified shall be placed on the appropriate lay off list under this Agreement.

Section 11.6 Leave Without Pay. All permanent employees may be granted leave of absence without pay and without employee benefits for a period not to exceed six (6) months provided such leave can be scheduled without adversely affecting the operations of Metro. Such leave may be extended once by the Chief Operating Officer for an additional six (6) months. All requests for leave of absence without pay shall be in writing, shall be directed to the department director and shall contain reasonable justification for approval. Requests of less than ten (10) calendar days may be approved by the Department Director. Both the request and the Chief Operating Officer's approval of the request shall be in writing and shall be filed in the Human Resources Department Office. The employee may elect to continue employee coverages and benefits, however, premiums for such extended coverages and benefits shall be paid by the employee. Any and all such extensions of coverages and benefits shall be subject to any and all restrictions and conditions which may exist in each applicable benefit policy or plan. No employee may be denied leave without pay for arbitrary or capricious reasons. Any employee returning from an approved leave shall be reinstated with no greater or lesser employment rights than if the employee had not taken the leave.

Article 12: Health and Welfare

Section 12.1 The Union is entitled to select one voting member to serve on the Joint Labor-Management Committee on Health Care.

Metro shall make available to the committee current information regarding insurance premium rates and projected increases as such information becomes available to Metro. The committee shall meet to consider adjustments to benefits or coverages to stay below the specified employer contributions for each year of the Agreement. ~~Each employee may contribute the remainder of the actual composite premium cost greater than the employer contribution, if necessary.~~

~~In years 2 and 3 of this Agreement, the Union may, at its discretion, choose to apply a portion of the agreed-upon cost-of-living adjustment intended for salaries to offset increases in the medical, dental and vision plan. Any decision the Union makes must apply to all bargaining unit members and must be communicated in writing to the Human Resources Director no later than May 1, 2005, and May 1, 2006, and May 1, 2007.~~

A lawful meeting shall be comprised of an equal number of Union and Metro Committee members with not less than two of each group. The Committee shall make recommendations to the Human Resource Director and Chief Operating Officer to keep health care costs under the amounts set forth in Section 12.2.

The Chief Operating Officer shall have the authority to make Plan modifications as necessary. In the event that the parties do not agree, the parties shall mediate such issues.

Section 12.2

Effective upon ratification, Metro shall contribute an amount not to exceed \$629.50 [12% increase over 2003-04] per employee per month for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier. Effective July 1, 2005, Metro shall contribute an amount not to exceed \$692.50 [10% increase over 2004-05] per employee per month for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier. Effective July 1, 2006, Metro shall contribute an amount not to exceed \$727.12 **\$763.47** [5% increase over 2005-06 **2006-07**] per employee per month for an equivalent medical, and dental ~~and vision plan~~ provided by an HMO and/or indemnity carrier.

All monies saved because of members' elections to opt-out of Metro's health insurance offerings will remain with Metro to use as Metro management determines for health or dental insurances.

The parties agree to meet, within one month after ratification, to discuss and decide how to apply the opt-out monies from the 2006-07 budget year.

Effective for the 2005-06 health insurance year, the parties agree to reopen under the PECBA interim bargaining process if:

~~Kaiser Health and Dental premium realizes a greater than 13% increase over the 2004-05 composite cap of \$629.50 (i.e., if the Kaiser composite premium exceed \$711.33).~~

~~Or, if out of pocket costs for ODS Health and Dental are 13% greater than the 2004-05 costs of \$156 (i.e., if out of pocket costs are greater than \$176.28 per month/per employee).~~

July 1, 2008- June 30, 2011

Metro will increase the cap 10% per year.

July 1, 2008: \$839

July 1, 2009: \$923

July 1, 2010: \$1016

If health insurance costs increase by more than 10% in any given year, (according to each insurance plan) of this agreement, the amount over 10% increase shall be paid equally by the employee and the employer.

Section 12.3 The Committee established pursuant to Section 12.1, by its actions in year 2 of this Agreement, can demonstrate cost savings compared to what was budgeted for year 2, such cost savings shall be applied to any year 3 cost increases above the cap set forth in Section 12.2.

Section 12.4 Life Insurance and Additional Dependent Life And Disability coverages shall be maintained at current levels at no cost to the employee unless adjustments are made by the joint committee to keep medical, dental and vision costs below the cap for that coverage.

Section 12.5 Metro agrees to involve the Union in discussions with the agent of record related to rate increases and plan options and provide copies of all information received from the agent of record regarding ways to avoid increased costs. The vehicle for sharing this information will be the committee the parties agreed to in Section 12.1.

Section 12.6 As of July 1, 1999, non-prorated insurance benefits will be available to employees who work thirty-two (32) hours a week or more. Prorated insurance will be based on hours paid using forty (40) hours as the denominator.

Section 12.7 All employees (.5 - 1.0 FTE) who have worked for the Agency prior to July 1, 1999, are eligible for full health and welfare benefits.

Article 13: Retirement Benefits

Section 13.1 During the term of this Agreement, all eligible unit employees shall participate in the Oregon Public Employees Retirement System (PERS), as provided in the Oregon Revised

Statutes and by applicable court decisions. The extent of PERS membership shall include prior eligibility service, but shall not include prior benefit service or the unused sick leave option.

Section 13.2 Metro agrees to pay the employee's contribution to the Oregon Public Employees Retirement System in the amount of six (6) percent of the employee's base salary, in addition to the required employer contributions.

Section 13.3 In the event that PERS is revised by court action, legislation, or constitutional amendment, this Article shall be reopened for bargaining upon the written request of either party, pursuant to the laws and rules covering interim bargaining.

Article 14: Salary Administration

Section 14.1 Metro shall notify the Union when creating a new classification or substantially revising an existing classification. The Union shall have ten (10) days to request wage negotiations for a new or substantially revised classification.

Section 14.2 Metro will implement a salary rate for ~~the a~~ new or revised classification. This rate shall remain in effect subject to negotiations between Metro and the Union. If negotiations result in an increase in salary rate, the increase shall be effective back to the date the new or revised classification was implemented.

Section 14.3 When an employee is assigned for a limited period to perform the duties of a position at a higher level classification for more than three (3) days, the employee shall be compensated for all hours worked at the higher level classification. The employee shall be compensated at the next higher step in his/her range or the first step in the higher classification whichever is greater.

SWR Scalehouse and HHW employees at Metro Central and South:

Employees who are assigned to work in a higher classification (non-supervisory) shall only receive out-of-class pay when they are assigned and work out-of-classification for an entire 8 or 10-hour period (depending on assigned schedule).

If an employee is assigned to be the acting supervisor for three days or more he/she shall be classified as an exempt employee and not be eligible for overtime based upon the hours worked as an acting supervisor. If a holiday occurs during the acting supervisory period, and the employee works the holiday, he/she shall be eligible for holiday pay as determined by this agreement. The rate of pay for holiday overtime shall be at the rate of the acting supervisor position.

For periods of less than three days the employee shall not receive out-of-class pay when filling in for a supervisor, but shall be eligible for overtime. Such employees shall not be required to hold a pager/cell phone; however, if the

employee chooses to hold a pager/cell phone he/she shall be paid at two-hour minimum for the time worked if he/she is called.

Section 14.4 Employees hired at step one shall be placed at the next step in the salary range after completion of probation. **The employee's date of completion of probation shall become the employee's anniversary date.** One (1) year after the employee's anniversary and each anniversary date thereafter the employee shall advance one (1) step in the salary range until the employee reaches the top step. Nothing in this section is to be construed to prohibit Metro from placing employees above step one or advancing employees to higher levels of the salary range. Employees hired above step one shall advance one (1) step in the salary range one (1) year after date of hire and each year thereafter until the employee reaches the top step.

Section 14.5 Employees promoted into a higher classification at Metro shall be placed at the next higher step in the new salary range. The next higher step in the new salary range means the next rate that would provide for a five percent (5%) increase for the promoted employee. This means that an employee promoted from one range to another would not be placed on the next step in the new range. Upon completion of promotional probation employees shall advance to the next step in the new range. The date of completion of promotional probation shall constitute a new "anniversary date" and employees shall advance one (1) step on each anniversary date until the employee reaches the top step. Nothing in this section shall be construed to prohibit Metro from starting promoted employees higher or advancing employees upon the steps faster.

Section 14.6 For the purposes of this section, initial and promotional probation shall be **six (6)** calendar months from the first day of hire or promotion. Initial probationary employees may be terminated without recourse to the grievance procedure. Promotional probationary employees shall return to their former classifications and rate of pay if they fail to complete their probation without recourse to the grievance procedure. Promotional probationary employees shall not be discharged without just cause and shall have recourse to the grievance procedure.

Article 15: Wages

Section 15.1 Effective **upon ratification by both parties, September 1, 2004, provided that the Tentative Agreement reached that date is ultimately ratified by both parties,** employees shall be paid in accordance with the classifications and rates of pay contained in Exhibit A (attached). **Metro will implement "Exhibit A" upon ratification. Employees that missed step increases because of bargaining will be awarded step increases on the first pay date following ratification. Employees will keep their current salary eligibility date.**

e.g. if an employee had a July 15, 2007 eligibility date, employee will receive a step increase after ratification, and advance to the next step on the following July 15, 2008.

Upon ratification Metro will increase salary ranges in Exhibit "A" by 3.0%.

Effective July 1, 200~~5~~⁸, the rates set out in Exhibit A shall be increased in accordance with the Portland-Salem, OR Consumer Price index all Urban Consumers (CPI-U 1982-84 = 100) measured for the 2nd half of the year preceding the July 1 effective date of the wage schedule will be used for determining the schedule adjustment with a minimum of 1.5% and a maximum of ~~3.5%~~ 2.95%.

Effective July 1, 200~~6~~⁹, the rates set out in Exhibit A shall be increased in accordance with the Portland-Salem, OR Consumer Price index all Urban Consumers (CPI-U 1982-84 = 100) measured for the 2nd half of the year preceding the July 1 effective date of the wage schedule will be used for determining the schedule adjustment with a minimum of 1.5% and a maximum of ~~3.5%~~ 2.95%.

Effective July 1, 2010, the rates set out in Exhibit A shall be increased in accordance with the Portland-Salem, OR Consumer Price index all Urban Consumers (CPI-U 1982-84 = 100) measured for the 2nd half of the year preceding the July 1 effective date of the wage schedule will be used for determining the schedule adjustment with a minimum of 1.5% and a maximum of 2.95%.

~~On September 1, 2004, Metro agrees to increase the salary schedule between 1.8% (highest pay range—highest step) and 2.7% increase (lowest pay range—lowest step). (See attached).~~

~~Employer shall make a \$337.50 contribution to each member's medical savings account on January 1, 2005; or cash payment of \$337.50 on December 1, 2004; or a payment of \$337.50 to a member's 401(k) or Oregon Savings Growth Plan.~~

Section 15.2 Employees shall move to the next highest step in the salary range on the employee's anniversary date annually during the life of this Agreement.

Section 15.3 Any non-exempt employee required to return to work before the employee's next work shift shall be paid for a minimum of two (2) hours at the rate of one and one-half (1-1/2) times the regular rate. However, when any non-exempt employee is required to work in excess of eight (8) hours in any workday, and the excess time is adjacent to the employee's regular work schedule, the employee will be paid time and one-half (1-1/2) only for the time worked in excess of eight (8) hours.

Article 16: Seniority

Section 16.1 Seniority shall be computed from date of hire or promotion into the classification. Seniority shall be applied for layoff, shift bidding and elsewhere as specified in this Agreement. In cases in which an employee in a represented class applies for, accepts, and serves time in another represented class, and then voluntarily returns to the originally held class, seniority for the purposes of shift bidding shall be calculated as the total time from the original appointment to the date of the shift bid, less the time served in the second class.

Section 16.2 Where Metro employs multiple shift operations employees, such employees shall have the right to choose appropriate shifts every six (6) months ~~or whenever a vacancy occurs.~~ Employees shall indicate their shift preference in writing to their immediate supervisor prior to the filling of a vacancy. The supervisors shall assign employees based on written seniority preference. Employees may not be denied seniority preference for arbitrary and capricious reasons. The parties hereby agree that the shift bidding process specified in this Section 16.2 will be implemented in the following manner:

Formal shift bids will be held every six months, at which time employees will submit, in writing, their shift preferences. The shifts will then be assigned based on the written seniority preference.

For Zoo security, part-time shifts are not eligible for bidding.

~~During the interim six-month period between the formal shift bids described in paragraph 1, above, supervisors will post openings for seven (7) calendar days. The senior employee submitting a written bid will be awarded the position. The bidding employee's position will then be posted and bid in a similar fashion. Any open position after that will be filled at the Employer's discretion.~~

~~The issue of bidding shifts more frequently in Solid Waste and Recycling Department shall be referred to the Solid Waste and Recycling Labor/Management Committee.~~

Section 16.3 Seniority shall be continuous service in the employee's classification. Time spent on approved leave or as a result of on the job injury or illness shall not be considered a break in service. Continuous service in lower classifications shall count as total seniority in the case of layoff. Metro shall publish and distribute semi-annually and thirty (30) days prior to any layoff a seniority list for all employees.

Section 16.4 Layoff shall be defined as a separation from service for involuntary reasons not reflecting discredit upon employees. The Chief Operating Officer shall determine the number and classifications to be laid off. All temporary, seasonal and probational employees within the classification selected for layoff shall be laid off prior to any layoff of permanent employees.

Section 16.5 Employees will be laid off by classifications with the least senior employees laid off first. In cases of ties in seniority within classification, total Metro service seniority shall be the tie breaker. Employees shall be given thirty (30) days notice of layoff. Employees given notice of layoff shall within ten (10) working days:

- a. Accept demotion to a former classification previously served, including bumping the least senior employee in that former classification, provided the bumping employee has more classification seniority in the former classification, and provided that the receiving manager determines that, on the basis of relevant job skills, the affected employee can perform all of the duties of the specific position adequately within two weeks.

- b. Apply for appointment to a vacant Metro position at the same or lower salary range for which the employee meets the minimum qualifications. The best qualified employee given notice of layoff shall be appointed to a vacant position for which the employee applies and meets the minimum qualifications, provided that the receiving manager determines that, on the basis of relevant job skills, the affected employee can perform all of the duties of the specific position adequately within two weeks.
- c. Accept layoff.
- d. Disputes concerning layoffs shall be handled through the grievance procedure, beginning at step 3.

Article 17: Discipline and Discharge

Section 17.1 No employee may be disciplined or discharged without just cause.

Section 17.2 No employee shall be denied Union representation in any investigation. Employees shall receive all rights and safeguards provided by the State and Federal Constitutions.

Section 17.3 Any employee discharged may appeal such action in writing within fifteen (15) calendar days directly to the Director of Human Resources step of the grievance procedure, provided that all other requirements of Article 19 shall apply. All other disciplinary actions shall be processed through the grievance procedure from the first step.

Section 17.4 If Metro has reason to reprimand or discipline an employee, every reasonable effort shall be made to avoid embarrassment to the employee before other employees or the public.

Article 18: Safety and Health

Metro agrees to provide a safe and healthful workplace, as required by law. Metro also agrees to provide and maintain all clothing, tools and equipment required by Metro for use by the employee. (See Article 36.)

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

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

Metro and the Union will each elect or appoint an appropriate number of representatives and alternates to the committees specified above in accordance with the statute. Metro and the Union agree to establish new committees as required by expansion or reorganization.

Each safety committee shall inquire into and make recommendations to Metro on all safety issues in the work area. Any employee who observes an unsafe condition in the workplace shall promptly report the same to his/her supervisor. The supervisor shall promptly take appropriate action.

No employee shall be disciplined for failure to perform an unsafe work operation or operate unsafe equipment.

Article 19: Grievance Procedure

Section 19.1 A grievance for the purpose of this Agreement is any dispute regarding the meaning, application or interpretation of any provision of this Agreement. Grievances except as noted elsewhere in this Agreement shall be processed as follows:

Section 19.2 Within fifteen (15) working days of the alleged dispute or the employee's first knowledge of such dispute, the employee alone or accompanied by the Union shall file the written grievance with the employee's immediate supervisor.

Section 19.3 Within five (5) working days the supervisor shall respond in writing to the employee and Union. Failure of the supervisor to respond, or failure of the grievance to be resolved at this level, shall permit the employee or Union to advance it to the next level within five (5) working days of the deadline for the supervisor's response.

Section 19.4 Any grievance not resolved or advanced from 19.3 shall be reduced to writing on a form mutually agreed to by the parties. The employee and the Union may present the grievance in a meeting with the Director of the employee's particular Department. The Director may respond within ten (10) working days of receipt of the written grievance.

Section 19.5 Any grievance not resolved at the Director's level, or failure of the Director to respond, will allow the Union to escalate the grievance within five (5) working days of the deadline for the Director's response. It shall be filed with the Chief Operating Officer of Metro. The Chief Operating Officer or his/her designee shall respond within ten (10) working days of receipt of the written grievance. Failure of the Chief Operating Officer to respond or if the grievance is not resolved it may be advanced to the next level by the Union within ten (10) working days of the deadline for the Chief Operating Officer's response.

Section 19.6 If the parties are unable to resolve the grievance or as required elsewhere in the Agreement the Union may request binding arbitration to resolve the dispute. The Union shall request a list of five (5) arbitrators from the State of Oregon Mediation and Conciliation Service. Such request shall not prohibit the parties also requesting grievance mediation at the same time. Any mediation shall be mutually agreeable to the parties. Upon receipt of the list the parties shall select an arbitrator by mutual agreement or alternate striking of names with the Union

proceeding with the first strike. The Arbitrator thus selected shall be contacted by the parties to set a hearing.

Section 19.7 The Arbitrator's decision in the grievance shall be final and binding upon the parties. The Arbitrator's decision shall be within the scope of the Agreement. The Arbitrator shall have no authority to alter, amend, modify, add to or detract from the Agreement, The losing party shall pay the cost of the Arbitrator's award. All other expenses shall be borne by the party incurring them.

Article 20: Equal Opportunity

Section 20.1 Metro and the Union agree to continue their policies of not unlawfully discriminating against any employee because of race, color, religion, sex, sexual orientation, national origin, mental or physical disability, marital status, political affiliation, **gender identity**, or Union activity.

Section 20.2 Any complaint alleging unlawful discrimination based on race, color, religion, sex, sexual orientation, national origin, age, mental or physical disability, marital status, **gender identity** or political affiliation which is brought to the Union for processing will be submitted directly to the Chief Operating Officer or designee. If such a complaint is not satisfactorily resolved within thirty (30) days of its submission, it may be submitted to the Bureau of Labor and Industries for resolution.

Section 20.3 If an employee has a grievance alleging unlawful discrimination based on Union activity, it shall be first pursued through the grievance procedure at the Chief Operating Officer's level, however, the parties may mutually agree, in writing, to waive arbitration on any such grievance allowing the matter to be resolved through the Employment Relations Board.

Article 21: Past Practice

Section 21.1 The parties recognize Metro's full right to direct the work force and to issue work orders and rules and that these rights are diminished only by the law and this Agreement.

Section 21.2 Metro may change or issue new work practices or rules covering permissive subjects of bargaining, including issuing rules over issues which are nonnegotiable and are not in conflict with or otherwise addressed in a specific provision of this Agreement.

Section 21.3 Metro agrees to bargain over any proposed changes in "Working conditions" considered mandatory subjects of bargaining, unless the subject was submitted as a written proposal during negotiations for this Agreement, in which case it cannot be opened by either party.

Section 21.4 Demand to Bargain. If the Director of Human Resources believes that the subject change is a mandatory subject of bargaining, the parties shall meet within ten (10) days of the

Union's request to meet. If agreement is reached by the parties during the meeting under this Section, then the agreement shall be reduced to writing and signed by the parties.

If the Director of Human Resources believes that the subject change is a permissive or prohibited subject of bargaining, the Director of Human Resources shall inform the Union that Metro refuses to bargain the subject change within fifteen (15) calendar days of the Director of Human Resources' receipt of the demand to bargain.

The Union may then file an unfair labor practice complaint with the Employment Relations Board. If the Board determines that the change is a permissive or prohibited subject of bargaining, the Union shall withdraw its demand to bargain. If the Board determines the change is mandatory, the parties shall meet to negotiate the change. If, after bargaining, the parties do not reach agreement, the Union may submit the matter to arbitration. The arbitrator shall have authority to set aside changes which are arbitrary and capricious. The notice must be received by the Director of Human Resources within fifteen (15) days immediately following the last date the parties met to negotiate the change. Nothing herein is intended to prevent the parties from agreeing, on a case-by-case basis, to resolve matters covered by this Article through a collaborative interest-based process.

Article 22: Personnel File

Section 22.1 Metro shall maintain one (1) official personnel file for all employees. This file shall be maintained in the Metro Human Resources Office. No document, report or correspondence of an adverse nature shall be placed in this file without a signature by the employee or a statement signed by the supervisor which indicates the employee has been shown the document and refused to sign it. An employee's signature shall not be construed to mean the employee agrees with the content.

Section 22.2 All material in the official personnel file of any employee may be inspected by the affected employee. No material of an adverse nature may be used against an employee unless entered in the official Metro file as described in subsection 22.1. An employee upon request shall have the right to view all material in the employee's personnel file.

Section 22.3 All disciplinary material shall be expunged from the personnel file two (2) years from the date the material was entered, provided that the employee has received no other disciplinary action. Periodic performance appraisals shall permanently remain part of the official personnel file. Supervisors may elect to remove disciplinary material from an employee's personnel file prior to the end of the 2-year period specified above. Any material of an adverse nature shall be removed if not entered in accordance with subsection 22.2. Employees may include in their official personnel file any material rebutting disciplinary material that they believe to be incorrect. Grievances shall not be maintained in the personnel file.

Section 22.4 A written record of an oral reprimand may be included in the personnel file as disciplinary material subject to the restrictions specified in 22.3. Such a written record will

consist only of the date of the reprimand and a brief one-two sentence statement of the reason for the reprimand.

Article 23: Outside Employment

Employees may engage in outside employment, provided that such outside employment does not:

1. Create a conflict of interest with the employee's Metro duties; and
2. Create an inability to perform employee's job duties at Metro.

Employees who engage in outside employment which is found to violate the above restrictions and who have failed to notify their department director of such employment shall be discharged.

Article 24: Union Rights

Section 24.1 Bulletin Boards: Metro agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices to such bulletin boards. All posting of notices on bulletin boards by the Union shall be signed and dated by the individual doing the posting. Each bulletin board will have a sign designating a specific AFSCME posting area.

Union bulletin boards will be placed as follows:

Metro Regional Center:

Employee Lounge/Lunchroom	4th floor
Planning Department	3rd floor west wall across from the coffee area - east wing
Solid Waste and Recycling Department	2nd floor west wall across from the coffee area - east wing
Administrative Services Department	2nd floor coffee/copy room - north wall - west wing
Regional Parks and Greenspaces Department	1st floor hallway
Scalehouses	Each site
Hazardous Waste Facilities	Each site
Zoo	Administrative Office Building and Cascade Crest Staff Area

Section 24.2 Union Representatives: The Union shall appoint and certify the names of shop stewards to Metro.

Shop stewards shall be allowed to investigate and process grievances during working hours. In the event such activities would interfere with either the steward's or employee's work Metro agrees to arrange a mutually agreeable time within seventy-two (72) hours. The steward must notify his/her supervisor prior to engaging in Union activity.

Article 25: Savings Clause

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of any such decision, the Parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof. All other portions of this Agreement and the Agreement as a whole shall continue without interruption for the term of this Agreement.

Article 26: Child Care

Section 26.1 Metro shall establish under the terms of Section 129 of the IRS Code, as a pre-tax benefit, a voluntary deduction by the employee to a flexible spending account for childcare.

Article 27: Employee Assistance Program (EAP)

Metro shall provide at no cost to the employee an employee assistance program, subject to approval of funding by the Metro Council.

Article 28: Inclement Weather

Section 28.1 Upon determination of the Chief Operating Officer or the Chief Operating Officer's designee, that inclement weather conditions exist, and such determination results in the decision to open later than regularly scheduled hours or close any Metro site to send the staff home before the end of their normal shift, those employees shall receive pay for a regular shift.

Article 29: Recoupment of Wage and Benefit Overpayments and Underpayments

Section 29.1 Overpayments.

- (1) In the event that an employee receives wages or benefits from Metro to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, Metro shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:
 - (A) Metro may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.
 - (B) Where this process is utilized, the employee and Metro shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
 - (C) If there is no mutual agreement at the end of the thirty (30) calendar day period, Metro shall implement the repayment schedule stated in subsection (D) below.

(D) If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves Metro service before Metro fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

- (2) An employee who disagrees with Metro's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.
- (3) This Article does not waive Metro's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

Section 29.2 Underpayments.

- (1) In the event the employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, Metro shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. Metro shall correct any such underpayment made within a maximum period of two years before the notification.
- (2) This provision shall not apply to claims disputing eligibility for payments which result from this Agreement. Employees claiming eligibility for such things as leadwork, work out of classification payor reclassification must pursue those claims pursuant to the timelines elsewhere in this Agreement.

Article 30: Contracting Out

In the event that a Metro decision to contract out work normally performed by bargaining unit members would result in a reduction of hours for, or the layoff of bargaining unit members, Metro shall provide the Union with notice of its intent to contract out and shall, upon demand, bargain the impact of such a decision.

Article 31: Education and Training

Section 31.1 Metro and AFSCME Local 3580 share a desire to retain a skilled workforce. To the extent possible, Metro will make available to regular employees, including support and technical staff, current information about available training opportunities.

Section 31.2 Job-related training for employees may be conducted both during and outside of an employee's work schedule. When an employee's attendance is required by Metro, she/he shall be notified in writing and shall be paid for the time as time worked. When a regular status employee requests job related training/education, the request shall be made in writing to his/her Department Director. Department Directors have the discretion to approve or deny the request. Department Directors may agree to provide financial assistance and/or paid leave to employees who request to participate in job-related training/educational programs. Department Directors may deny requests based on, but not limited to, operating requirements, priorities or budget limitations.

Section 31.3 Metro may offer in-house training for employees to improve their knowledge, skills and abilities to perform their job.

Article 32: Job Sharing

Section 32.1 "Job Sharing Position" means a full-time position that may be held by more than one individual on a shared-time basis where each of the individuals holding the position works less than full time.

Section 32.2 Job sharing is voluntary. An employee who wishes to participate in job sharing shall submit a written request to his/her supervisor and the Human Resources Director. The Human Resources Director shall register the requesting employee by name, department, classification and date of request. When a hiring manager requests to fill a vacant position by "job share," the internal recruitment will include that the position is a job share opportunity.

Section 32.3 Job sharing employees shall accrue vacation leave, sick leave, and holiday pay based on a prorated share of hours worked in a month during which the employee has worked thirty-two (32) hours or more. Individual salary review dates will be established for job share employees. Job share employees shall be entitled to share the employer-paid insurance for one (1) full-time position based on a prorate of regular hours scheduled per week or per month, whichever is appropriate. In any event, the employer contribution for insurance benefits in a job share position is limited to the amount authorized for one (1) full-time employee.

Section 32.4 If one (1) job sharing partner in a job sharing position is removed, dismissed, resigns, or otherwise is separated from Metro employment, the hiring supervisor has the right to determine if job sharing is still appropriate for the position. If it is determined that job sharing is not appropriate or Metro is unable to recruit qualified employees for the job share position, Metro shall have the right to terminate the job sharing arrangement. In such event, the remaining job share partner shall have the following options: (1) assume the position on a full-time basis; (2) request a lateral transfer to a vacant part-time position for which he/she is qualified; or (3) voluntarily demote to a vacant part-time position for which he/she is qualified.

Article 33: Flex Time

Section 33.1 "Flex Time" is defined as an alternate work schedule for regular full-time employees which accommodates Metro's operating requirements. Flex time begins no earlier than 7:00 a.m. and ends no later than 6:00 p.m. Exceptions shall be mutually agreed to in writing between the supervisor and the employee(s). Flex time will not impair Metro's need to meet operating requirements through assigned overtime or other similar scheduling. Flex time may be canceled with seven (7) days notice to the employee(s). **A manager shall not unreasonably deny or change a flex time arrangement.**

Section 33.2 An employee or a group of employees in the same work unit desiring a flexible work schedule or a change in work schedule may request such a change in writing from his/her/their supervisor. The request shall include benefits to Metro of the requested schedule. If the supervisor approves the flexible work schedule, the employee(s) waives all rights to reporting pay, overtime compensation or other forms of penalty pay during the transition from one schedule to another to the maximum extent permitted by the FLSA.

Section 33.3 Special Flex Time Allowance

An exempt employee that is required by their supervisor to attend an after hours (before 7A or after 6P) meeting or an event on a weekend to represent Metro shall be allowed to take an equal amount time off at a later date.

SWR Regulatory Affairs: An exempt employee assigned to complete a facility inspection or audit; investigation of an illegal dump site; or investigation of potential violators after hours (before 7A or after 6P) shall be allowed to take an equal amount time off at a later date.

Time must be used within thirty (30) days of the assignment. Managers and employees will mutually keep track of this time and mutually schedule time off. Employees may not count work time that is required beyond normal business hours to complete regularly assigned work.

Article 34: CDL Policy

Section 34.1 In the event that any AFSCME-represented employees are assigned duties which require a Commercial Drivers License (CDL), those employees shall be subject to the CDL Drug and Alcohol Policies required by the Federal Department of Transportation.

Article 35: Smoke-Free Building

The parties hereby agree that the Metro Regional Center building is a smoke-free area in which smoking is not permitted.

Article 36: Clothing Allowances

A. Solid Waste and Recycling Department (SWR)

For Scalehouse Clerks, Hazardous Waste Technicians and Specialists, Landfill and Environmental Specialist and Technicians, SWR Facilities Maintenance Technicians, Latex Specialists and Technicians Metro will, in each year of the Collective Bargaining Agreement, provide the following uniform:

Five (5) pairs of pants/shorts (\$125.00 per year)

Five (5) shirts

Two (2) sweaters

One (1) belt

One (1) pair of shoes (~~\$75~~ \$125 per year) or for Hazardous Waste Technicians and Specialists, Landfill Technicians and Specialists (up to ~~\$125~~ 175).

One (1) winter jacket (\$45 per year, with option to combine up to two years).

The five shirts may be selected from three styles: short-sleeve, long-sleeve pleated front and long-sleeve plain front at the employee's option. Metro will determine the style and color of the uniform; any changes to the style and color of the uniform and reasonable rules concerning the maintenance and wearing of the uniform shall be made at the discretion and direction of the site supervisor. Changes in the uniform rules will be posted with due notice. Metro retains the right to alter, amend or discontinue this practice of providing uniforms at its sole discretion.

Normal wear and tear is expected and any uniforms that are damaged or suffer unusual wear due to the performance of on-the-job duties will, at the discretion and direction of the site supervisor, be replaced by Metro. Uniforms are to be provided for wear during work hours, including travel to and from the job site, and may not be worn at any other time. Each employee who receives a uniform will be granted ~~on November 1, 2004 \$17.00 (\$17.50 on July 1, 2005 and \$18 on July 1, 2006)~~ upon ratification \$18.25 (July 1, 2008 - \$18.50, July 1, 2009 - \$18.75, July 1, 2010 - \$19.00) per month to clean and care for the uniform to be paid to each employee once per month.

Employees who have special needs may at their option select different fabric types or sizes to accommodate these needs. If the cost of the special uniforms is higher than the uniform provided by Metro, the employee will pay the difference.

Employees shall promptly deliver all Metro uniform items issued to them in the preceding 12-month period upon termination. Failure to return any uniform items shall result in the replacement cost being assessed against the employee.

B. Zoo Security

For Security Officers, Metro will provide the following items and replace them as stated below. These items will constitute the uniform to be worn while on duty.

To be replaced by Metro every twelve (12) months:

Four (4) pairs of trousers (employee's choice of winter or summer weight)

One-two (1-2) pairs of black shoes (~~\$75.00~~ **\$125** allowance per year)

To be replaced by Metro every twenty-four (24) months:

One (1) summer windbreaker jacket

Six (6) shirts (employee's choice of long or short sleeve)

One (1) winter cap (washable and rainproof)

Replaced as needed due to wear and tear: winter jacket

The items listed above will be of such quality as to remain serviceable for the applicable twelve- (12) or twenty-four (24) month period, under normal conditions. Items damaged in the line of duty will be repaired or replaced by Metro. **Upon ratification**, There will be an annual dry-cleaning allowance of ~~\$17.00 on November 1, 2004 (\$17.50 on July 1, 2005)~~ **\$18.00** to clean the winter jacket. There will be a monthly allowance **upon ratification of \$18.25 (July 1, 2008 - \$18.50, July 1, 2009 - \$18.75, July 1, 2010 - \$19.00)** of ~~\$17.00 (\$17.50 on July 1, 2005 and \$18 on July 1, 2006)~~ for laundering and maintenance of the other uniform pieces.

Both uniform allowances will be paid to each security officer by Metro. It will be the responsibility of each security officer to care for the equipment, to keep uniforms neat, clean, relatively wrinkle-free, and maintain good personal hygiene; all in keeping with the portrayal of a positive Oregon Zoo representative. Security Officers will be responsible for purchasing the shoes and Metro will reimburse them after being presented with receipt of purchase. Security Officers may combine two year's worth of the \$75.00 per year shoe allowance in order to purchase a shoe of better quality.

The following uniform equipment will be provided to each security officer by Metro and, with average wear and tear, be replaced by Metro as needed.

One (1) officer notebook and case

One (1) nylon duty belt

One (1) badge

One (1) nameplate

One (1) mini-maglite flashlight and holster

One (1) glove pac (for minor first aid)

One (1) CPR mask

One (1) security office access key

Ten (10) shoulder patches

One (1) flashlight holder

One (1) key ring holder with protector

- C. Nothing in this article shall prevent Metro management from providing additional clothing, equipment or other items of higher value.

Article 37: Joint Labor Management Committee

To improve communications and further each party's commitment to solving problems and improve relations (including but not limited to employee/management relations), the parties agree to create, a join labor/management committee within Metro, as further agreed between the parties.

The committee will consist of three (3) employee members appointed by the Union and three (3) members of management. Employees appointed by the Union will be in pay status during the time spent in committee meetings. Time spent in committee meetings shall neither be charged to leave credits nor considered as overtime worked. The committee shall meet as mutually agreed.

The committee may use the interest-based problem solving method to reach consensus. The parties will share the costs of training of the committee members in interest-based problem solving.

Other labor/management committees may be mutually created as required by this agreement, or as deemed necessary by the parties (e.g., JLMC on Health Care).

It is understood by the parties that the committee shall be on a "meet and confer" basis only and shall not have the authority to negotiate amendments to this Agreement or other mandatory or permissive subjects of bargaining. Matters which may require a letter of agreement shall not be implemented until such letter of agreement has been signed by the Labor Relations Manager and the AFSCME Council Representative.

Matters that should be resolved through the grievance and arbitration procedure shall be handled pursuant to that procedure. The committee shall not discuss disciplinary actions.

Article 38: Term of Agreement

This Agreement shall remain in full force and effect from July 1, 2007, to June 30, 2011. Either party may give written notice sixty (60) days prior to the expiration of the Agreement of its intention to renegotiate the terms and provisions of this Agreement.

Signature Page

For Metro:

**For American Federation of State,
County, and Municipal Employees Local
No. 3580:**

Appendix A: Letter of Agreement Regarding Telecommuting

The parties agree to the terms of Executive Order No. 52 regarding telecommuting, a copy of which is attached.

METRO NEGOTIATING TEAM:

By: Judy Gregory
Judy Gregory
Date: 8-15-96

By: Mark B. Williams
Mark B. Williams
Date: 7/28/96

By: Gail McKenzie
Gail McKenzie
Date: 8-15-96

By: Perry Petersen
Perry Petersen
Date: 8/15/96

AFSCME NEGOTIATING TEAM:

By: Yvonne Martinez
Yvonne Martinez
Date: 8/15/96

By: Cathy Thomas
Cathy Thomas
Date: 8/15/96

By: Ron Sarver
Ron Sarver
Date: 8-15-96

By: Denise Hays
Denise Hays
Date: 8-15-96

Attachment A

Executive Order No. 52

Effective Date: December 16, 1994

Subject: Telecommuting

Definition: Telecommuting is defined as transportation and work alternatives that substitute home-to-work commuting with working at home or at satellite work locations as authorized by a supervisor.

Policy Statement: Metro supports authorized telecommuting by employees to reduce energy used in transportation, to decrease traffic congestion, to improve air quality, and to improve the environment.

This policy addresses telecommuting on a part-time basis, generally one to two days per week or for special projects as assigned. It does not set conditions for home based employees, whose primary place of business is their home.

Telecommuting does not include temporary work at home due to specific employee situations such as child care, recovering from an illness or caring for an ill family member. Such situations should be arranged between the employee and his/her supervisor. This policy will comply with all applicable provisions of the Americans With Disabilities Act (ADA).

CONDITIONS: To ensure an effective, productive telecommuting program, Metro establishes the following policies:

A. GENERAL

1. Professionalism in terms of job responsibilities, work products, customer or public contact will continue to follow the same high standards as currently are being met by Metro staff.
2. Metro is committed to the telecommuting program and will enhance network access from remote locations. However, current system constraints may not guarantee modem access to the system.
3. Telecommuting is not suitable for all employees and/or positions. Any employee who wants to telecommute must discuss the request with his/her supervisor. The supervisor will make the final decision about telecommuting and suitability. A supervisor may terminate an authorized telecommuting situation at any time.
4. To be eligible to participate, an employee must have completed the probationary period in his/her current position. Employee participation in Metro's telecommuting program is voluntary.

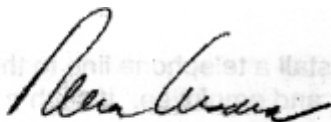
5. Telecommuters must be self-motivated, have minimal requirements for face-to-face daily supervision, and must be conscientious about work time and productivity.
6. Employee salary/wages, benefits, and employer-sponsored insurance coverage will not change as a result of telecommuting.
7. A telecommuting employee's conditions of employment remain the same as for non-telecommuting employees.
8. Telecommuting is not a substitute for child care. Telecommuters shall make appropriate child care arrangements during the agreed-upon telecommuting work hours.
9. Trips between the employee's home and primary work location are not reimbursable.
10. While telecommuting, the employee should be reachable by telephone, fax, network access, or E-Mail during agreed-upon work hours. The employee and supervisor will agree on how to handle phone messages, including the feasibility of call forwarding, voice-mail, frequency of checking phone messages, and feasibility of having a home phone answering machine.
11. More specific conditions relating to the employee's telecommuting are detailed in the Telecommuting Agreement (Attachment 1), which must be filled out by the employee and his/her supervisor prior to the start of telecommuting.


B. HOME OFFICE

1. A designated home work space shall be maintained by the telecommuter that is quiet, free of distractions and kept in a clean, professional and safe condition, with adequate lighting and ventilation.
2. Since the employee's home work space is an extension of Metro work space, Metro's liability for job-related accidents or injuries will continue to exist during the approved work schedule and the employee's designated work location. To ensure that safe working conditions exist, Metro retains the right to make on-site inspections of the home work space at mutually agreed upon times.
3. A consistent schedule of telecommuting work days and hours is desirable for many jobs to ensure regular and predictable contact with Metro staff and others. For some positions, more flexibility in work hours and days is feasible. A specific work schedule will be stated in the Telecommuting Agreement and must be authorized by the supervisor.

C. SUPPLIES AND EQUIPMENT

1. Office supplies will be provided by the employee's department. Out-of-pocket expenses for supplies normally available in the department will not be reimbursed.
2. Metro will not provide office furniture for telecommuters.
3. The following conditions shall apply to use of computers, software and other equipment:
 - a. In most instances, the telecommuter will provide his/her own equipment. Use of Metro equipment will be decided by the supervisor. Metro equipment in the home office may not be used for personal purposes.
 - b. Metro-owned software shall not be duplicated.
 - c. The telecommuter and supervisor will comply with the Using Business Software Home Directive in the Computer Handbook published by ISD.
 - d. The home computer must be plugged into a surge protector and have current virus protection maintained on it.
 - e. Restricted-access materials shall not be taken out to the office or accessed through the computer unless approved in advance by the supervisor.
 - f. Unless otherwise agreed to in writing prior to any loss, damage, or wear, Metro does not assume liability for loss, damage, or wear of employee-owned equipment.



Rena Cusma, Executive Officer


Dated

Executive Order No. 52

Metro Telecommuting Agreement

These conditions for telecommuting are agreed upon by the employee and supervisor:

1. The employee agrees to work at the following location (please describe designated work area, e.g. home office, isolated section of the living room, etc.):

2. The employee's usual telecommuting work hours will be:

3. The following are typical assignments to be worked on by the employee at the remote work location:

4. Business telephone calls, including long distance telephone calls between the employee's home and primary office, made from the home will be paid as follows (e.g. Department credit card; employee reimbursement, etc.):

5. The decision whether to install a telephone line to the home for a personal computer will be made between the supervisor and employee. If such a line is installed, the expenses will be handled as follows:

6. Data calls made from the home with a personnel computer will be reimbursed as follows:

7. The following equipment will be used by the employee in the remote work location (please specify whether equipment is Metro or employee owned):

8. Employee agrees to call the office to obtain messages at least ____ times per day while working at home. Employee (agrees) (does not agree) to have a home answering machine, paid for by the employee, for messages. (Write in the specific agreement for phone availability of the employee):

9. Employee agrees to participate in Metro-provided telecommuting training.

10. Employee agrees to participate in Transportation Planning's evaluation of telecommuting including mileage logs and completion of questionnaires and other surveys.

11. Employee agrees to allow Metro to inspect the employee's designated work location at mutually agreed upon times to ensure that safe working conditions exist.

12. Additional conditions agreed upon by the telecommuting employee and the supervisor areas follows (e.g. child care arrangements, need of employee to attend meetings as necessary, etc):

This Agreement is subject to cancellation by the supervisor at any time as stated in the Telecommuting Executive Order No. 52.

I have read and understand Metro's telecommuting policies and agree to the conditions detailed.

Date _____

Employee Signature _____

Supervisor Signature: _____

Department Director _____

cc: Employee's Personnel File

Appendix B: Letter of Agreement Regarding TDM Program

The parties agree to extend the applicable Transportation Demand Management Program to off-site facilities. The off-site program will consist of the following:

TriMet Pass:

Based on availability and Metro's participation in the plan, a TriMet pass may be made available to employees on a first come, first served basis.

Bicycle/Walk Certificate:

\$22.00 certificate for merchandise at selected vendors for those employees who bicycle or walk from home to work 80% of the month.

Carpooling:

If and when an off-site facility charges a fee for parking, employees who certify they are carpooling with one or more licensed driver(s) and park at a Metro facility, will be eligible for a reduced parking rate of \$11.00 per month for each person in the carpool; according to Metro policy.

Guaranteed Ride Home:

For employees who carpool, use transit, walk or bike to work, Metro will pay for a taxi ride home if the need arises to leave work unexpectedly or stay late due to job demands or an emergency. Employees will be reimbursed.

Others:

For the duration of this Agreement, every attempt will be made to extend any new TDM elements to off-site employees.

Appendix C: Zoo Security – Trades

Shift trades may be made by mutual agreement between the employees. Individual trades of full or partial shifts may be made under the provisions of the Fair Labor Standards Act.

Trades must be approved by the supervisor of the employee originally assigned the shift to be traded.

Employees may agree to time trades with other employees who are qualified to perform the duties required in the course of the trade. Such agreement shall be in writing and signed by the affected employees. Supervisors shall not withhold approval of time trades without valid cause. If a trade is denied a brief explanation shall be provided on the request form which will then be returned to the employee. Employees may not work more than one double per week, nor make trades that routinely change the shift they bid per the shift bidding process.

Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift.

Trades are not subject to formal record keeping by Metro. Records of trade time worked and owed are the responsibility of the employees involved in the trade. Metro is not responsible, nor can it be held liable, for disputes between employees over time owed as a result of trades. Metro cannot be held responsible for the balancing of trade accounts.

Employees are responsible for ensuring that their assigned shifts are covered.

If the employee who has agreed to work for another in trade does not report to work, the employee originally assigned the shift will be credited as if he or she had worked his or her normal work schedule for that shift. The employee who did not report to work as part of an approved substitution agreement shall have the equivalent amount of time removed from his or her annual leave accrual, and if not, from future annual leave accrual until the deficit is erased.

Failure to work a trade twice in six months shall result in termination of all trade privileges for the subsequent six months. Failure to fulfill a trade may also result in the termination of trade privileges and/or disciplinary action.

Nothing in this Agreement prevents management from approving individual trades of full or partial shifts for all Metro employees according to the provisions of the Fair Labor Standards Act. Employees who are not subject to the shift bid process, may with their supervisor's approval, trade schedules with other employees.

This Agreement shall expire upon the conclusion of the **2007-2011** collective bargaining agreement.

Exhibit "A"

Pay Range	Class Name	Job Code Number	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
01N	Office Assistant Visitor Services Worker III	6012 6003	\$ 10.50	\$ 11.01	\$ 11.55	\$ 12.15	\$ 12.73	\$ 13.36	\$ 14.03
02N	Unused		\$ 11.01	\$ 11.55	\$ 12.15	\$ 12.73	\$ 13.36	\$ 14.03	\$ 14.73
03N	Printing/Mail Service Clerk ¹	0050	\$ 11.55	\$ 12.15	\$ 12.73	\$ 13.36	\$ 14.03	\$ 14.73	\$ 15.46
04N	Accounting Technician I Payroll Technician I	0037 NEW	\$ 12.15	\$ 12.73	\$ 13.36	\$ 14.03	\$ 14.73	\$ 15.46	\$ 16.22
05N	Administrative Specialist I	NEW	\$ 12.73	\$ 13.36	\$ 14.03	\$ 14.73	\$ 15.46	\$ 16.22	\$ 17.02
06N	Program Assistant I Safety and Security Officer Scalehouse Technician	0040 NEW 0013	\$ 13.36	\$ 14.03	\$ 14.73	\$ 15.46	\$ 16.22	\$ 17.02	\$ 17.86
07N	Accounting Technician II Food Service/Retail Specialist Latex Retail Technician Payroll Technician II Planning Technician	0038 0006 0012 NEW 0330	\$ 14.03	\$ 14.73	\$ 15.46	\$ 16.22	\$ 17.02	\$ 17.86	\$ 18.78
08N	Administrative Specialist II Building Service Worker Printing/Mail Service Lead ¹	NEW 0015 0051	\$ 14.73	\$ 15.46	\$ 16.22	\$ 17.02	\$ 17.86	\$ 18.78	\$ 19.68
09N	Administrative Specialist III Lead Scalehouse Technician Program Assistant II	NEW 0014 0042	\$ 15.46	\$ 16.22	\$ 17.02	\$ 17.86	\$ 18.78	\$ 19.68	\$ 20.69
10N	Accounting Specialist Payroll Specialist Storekeeper	0036 NEW 0005	\$ 16.22	\$ 17.02	\$ 17.86	\$ 18.78	\$ 19.68	\$ 20.69	\$ 21.69
11N	Building Service Technician	0016	\$ 17.02	\$ 17.86	\$ 18.78	\$ 19.68	\$ 20.69	\$ 21.69	\$ 22.77
11E	Zoo Registrar	NEW	\$35,571.00	\$37,323.70	\$39,179.71	\$41,109.45	\$43,173.26	\$45,292.83	\$47,564.51
12N	Accountant I GIS Technician Assistant Visual Communication I Latex Operations Technician SW&R Facilities Maintenance Te Education Coordinator I Landfill and Environmental Techr	NEW NEW NEW 0052 0053 0054 0055	\$ 17.86	\$ 18.78	\$ 19.68	\$ 20.69	\$ 21.69	\$ 22.77	\$ 23.94
13N	Hazardous Waste Technician Program Assistant III Technical Specialist I	0331 NEW 0057	\$ 18.78	\$ 19.68	\$ 20.69	\$ 21.69	\$ 22.77	\$ 23.94	\$ 25.12
13E	Administrative Specialist IV Program Assistant III Video and Photography Technici	NEW NEW 0639	\$39,179.71	\$41,109.45	\$43,173.26	\$45,292.83	\$47,564.51	\$49,966.11	\$52,423.96
14N	Technical Specialist II Volunteer Coordinator I	59 0058	\$ 19.68	\$ 20.69	\$ 21.69	\$ 22.77	\$ 23.94	\$ 25.12	\$ 26.36
14E	Assistant Management Analyst Assistant Public Affairs Specialist Education Coordinator II Associate Visual Communication Records and Information Analyst	0333 0338 0060 NEW 0056	\$41,109.45	\$43,173.26	\$45,292.83	\$47,564.51	\$49,966.11	\$52,423.96	\$55,032.90
15N	Latex Operations Specialist	0063	\$ 20.69	\$ 21.69	\$ 22.77	\$ 23.94	\$ 25.12	\$ 26.36	\$ 27.68
15E	Accountant II Systems Administrator I Systems Analyst I	NEW 0062 0063	\$43,173.26	\$45,292.83	\$47,564.51	\$49,966.11	\$52,423.96	\$55,032.90	\$57,803.39
16N	Landfill and Environmental Speci	0064	\$ 21.69	\$ 22.77	\$ 23.94	\$ 25.12	\$ 26.36	\$ 27.68	\$ 29.06

Exhibit "A"

Pay Range	Class Name	Job Code Number	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
	Hazardous Waste Specialist	0332							
16E	Accountant III	0039	\$45,292.83	\$47,564.51	\$49,966.11	\$52,423.96	\$55,032.90	\$57,803.39	\$60,651.48
	Volunteer Coordinator II	0065							
	Assistant Engineer	0306							
	Assistant GIS Specialist	NEW							
	Assistant Natural Resource Scier	NEW							
	Associate Management Analyst	0334							
	Associate Public Affairs Specialis	0339							
	Assistant Regional Planner	0354							
	Assistant Solid Waste Planner	0343							
	Assistant Transportation Modeler	NEW							
	Assistant Transportation Planner	0348							
	Senior Visual Communication De	NEW							
17E	Systems Administrator II	0067	\$47,564.51	\$49,966.11	\$52,423.96	\$55,032.90	\$57,803.39	\$60,651.48	\$63,682.03
	Systems Analyst II	0066							
18E	Associate Engineer	0307	\$49,966.11	\$52,423.96	\$55,032.90	\$57,803.39	\$60,651.48	\$63,682.03	\$66,842.54
	Senior Management Analyst	0335							
	Associate GIS Specialist	NEW							
	Associate Natural Resource Scie	NEW							
	Associate Regional Planner	0355							
	Associate Solid Waste Planner	0344							
	Associate Transportation Modele	NEW							
	Associate Transportation Planner	0349							
	Property Management Specialist	NEW							
19E	Investment Coordinator	NEW	\$52,423.96	\$55,032.90	\$57,803.39	\$60,651.48	\$63,682.03	\$66,842.54	\$70,185.32
	Senior Public Affairs Specialist	0340							
20E	Construction Coordinator	0476	\$55,032.90	\$57,803.39	\$60,651.48	\$63,682.03	\$66,842.54	\$70,185.32	\$73,657.84
	Real Estate Negotiator	0365							
	Systems Administrator III	0070							
	Systems Analyst III	0069							
	Webmaster	0068							
21E	Senior Engineer	0308	\$57,803.39	\$60,651.48	\$63,682.03	\$66,842.54	\$70,185.32	\$73,657.84	\$77,333.13
	Senior GIS Specialist	NEW							
	Senior Natural Resource Scientis	NEW							
	Senior Regional Planner	0356							
	Senior Solid Waste Planner	0345							
	Senior Transportation Modeler	NEW							
	Senior Transportation Planner	0350							
22E	Principal GIS Specialist	NEW	\$60,651.48	\$63,682.03	\$66,842.54	\$70,185.32	\$73,657.84	\$77,333.13	\$81,183.84
	Principal Natural Resource Scien	NEW							
	Principal Regional Planner	0357							
	Principal Solid Waste Planner	0346							
	Principal Transportation Modeler	NEW							
	Principal Transportation Planner	0351							
	Systems Administrator IV	0072							
	Systems Analyst IV	0071							
	Transportation Engineer	0077							

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 07-3873, FOR THE PURPOSE OF RATIFYING THE 2007-2011 COLLECTIVE BARGAINING AGREEMENT BETWEEN AFSCME LOCAL 3580 AND METRO.

Date: October 25, 2007

Prepared by: Kevin B. Dull

BACKGROUND

This resolution is submitted to ratify the tentative agreement between AFSCME 3580 and Metro for the period July 1, 2007 through June 30, 2011. Total membership in AFSCME 3580 is 275 employees. Under this four-year agreement the following key economic work conditions have been agreed to:

I. Wages - Cost-of-Living Adjustments:

- a. Upon ratification 3%
- b. July 1, 2008 1.5% - 2.95% (based on CPI)
- c. July 1, 2009 1.5% - 2.95% (based on CPI)
- d. July 1, 2010 1.5% - 2.95% (based on CPI)

II. Health insurance - Employer contribution caps of:

- a. Metro increased the cap by 5% this year to \$763.47
- b. Metro will increase the caps by 10% each year
 - i. July 1, 2008 - \$839
 - ii. July 1, 2009 - \$923
 - iii. July 1, 2010 - \$1016
- c. If health insurance costs increase by more than 10% in any given year, (according to each insurance plan) of this agreement, the amount over 10% increase shall be paid equally by the employer and the employee.

ANALYSIS/INFORMATION

- 1. **Known Opposition:** none
- 2. **Legal Antecedents:** Previously ratified AFSCME 3580 collective bargaining agreements.
- 3. **Anticipated Effects:** Metro operations will continue uninterrupted.
- 4. **Budget Impacts:** For the current year beginning July 1, 2007, the wages increase and the health insurance cap for medical costs is accounted for in the 2007-08 budget passed by Council.

RECOMMENDED ACTION

The Chief Operating Officer recommends approval of the resolution.