



Metro
600 NE Grand Ave.
Portland, OR 97232-2736

Council meeting agenda

Thursday, February 8, 2024

10:30 AM

[https://www.youtube.com/watch?](https://www.youtube.com/watch?v=7TIQ1nVin0o)

[v=7TIQ1nVin0o,](https://www.youtube.com/watch?v=7TIQ1nVin0o)

<https://zoom.us/j/615079992> Webinar ID:

615 079 992 or 888-475-4499 (toll free)

This meeting will be held electronically. You can join the meeting on your computer or other device by using this link: <https://www.youtube.com/watch?v=7TIQ1nVin0o>

1. Call to Order and Roll Call

2. Public Communication

Public comment may be submitted in writing. It will also be heard in person and by electronic communication (video conference or telephone). Written comments should be submitted electronically by emailing legislativecoordinator@oregonmetro.gov. Written comments received by 4:00 p.m. the day before the meeting will be provided to the council prior to the meeting. Testimony on non-agenda items will be taken at the beginning of the meeting. Testimony on agenda items generally will take place during that item, after staff presents, but also may be taken at the beginning of the meeting.

Those wishing to testify orally are encouraged to sign up in advance by either: (a) contacting the legislative coordinator by phone at 503-813-7591 and providing your name and the agenda item on which you wish to testify; or (b) registering by email by sending your name and the agenda item on which you wish to testify to legislativecoordinator@oregonmetro.gov. Those wishing to testify in person should fill out a blue card found in the back of the Council Chamber.

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3. Consent Agenda

- 3.1 Resolution No. 24-5380 For the Purpose of Adding or Amending Eight Projects to the MTIP to Meet Federal Delivery Requirements

[RES 24-5380](#)

Attachments: [Resolution 24-5380](#)

[Exhibit A](#)

[Staff Report](#)

4. Ordinances (First Reading and Public Hearing)

- 4.1 Ordinance No. 24-1506 For the Purpose of Annexing to [ORD 24-1506](#)
the Metro District Approximately 2.02 Acres Located in
Wilsonville at the Northwest Corner of SW Frog Pond Lane
and SW Stafford Road

Presenter(s): Glen Hamburg (he/him), Associate Regional Planner, Metro

Attachments: [Ordinance No. 24-1506](#)
[Exhibit A](#)
[Staff Report](#)
[Attachment 1](#)

- 4.2 Ordinance No. 24-1507 For the Purpose of Annexing to [ORD 24-1507](#)
the Metro District Approximately 5.39 Acres Located in
Wilsonville on the South Side of SW Frog Pond Lane, as
well as a Portion of the SW Frog Pond Lane Right-Of-Way,
West of SW Stafford Road

Presenter(s): Glen Hamburg (he/him), Associate Regional Planner, Metro

Attachments: [Ordinance No. 24-1507](#)
[Exhibit A](#)
[Staff Report](#)
[Attachment 1](#)

Public Hearing for Ordinance No. 24-1506 and Ordinance No. 24-1507

- 5. Chief Operating Officer Communication**
- 6. Councilor Communication**
- 7. Adjourn**

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ការគោរពសិទ្ធិពលរដ្ឋរបស់ ។ សំរាប់ព័ត៌មានអំពីកម្មវិធីសិទ្ធិពលរដ្ឋរបស់ Metro ឬដើម្បីទទួលបានការប្តឹងរើសអើងសូមចូលទស្សនាគេហទំព័រ www.oregonmetro.gov/civilrights។ បើលោកអ្នកត្រូវការអ្នកបកប្រែភាសានៅពេលអង្គប្រជុំសាធារណៈ សូមទូរស័ព្ទមកលេខ 503-797-1700 (ម៉ោង 8 ព្រឹកដល់ម៉ោង 5 ល្ងាច ថ្ងៃធ្វើការ) ប្រាំពីរថ្ងៃ មុនថ្ងៃប្រជុំដើម្បីអាចឱ្យគេសម្រួលតាមសំណើរបស់លោកអ្នក ។

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**Resolution No. 24-5380 For the Purpose of Adding or Amending
Eight Projects to the MTIP to Meet Federal Delivery
Requirements**
Consent Agenda

Metro Council Meeting
Thursday, February 8, 2024

BEFORE THE METRO COUNCIL

**FOR THE PURPOSE OF ADDING OR
AMENDING SEVEN PROJECTS TO THE
MTIP TO MEET FEDERAL DELIVERY
REQUIREMENTS**

) RESOLUTION NO. 24-5380
)
) Introduced by: Chief Operating
) Officer Marissa Madrigal in
) concurrence with Council President
) Lynn Peterson

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

WHEREAS, the U.S. Department of Transportation requires federal funding for transportation projects located in a metropolitan area to be programmed in an MTIP; and

WHEREAS, in July 2023, the Joint Policy Advisory Committee on Transportation (JPACT) and the Metro Council approved Resolution No. 20-5335 to adopt the 2024-27 MTIP; and

WHEREAS, the 2024-27 MTIP includes Metro approved RTP and federal performance-based programming requirements and demonstrates compliance and further progress towards achieving the RTP and federal performance targets; and

WHEREAS, pursuant to the U.S. Department of Transportation's MTIP amendment submission rules, JPACT and the Metro Council must approve any subsequent amendments to the MTIP to add new projects or substantially modify existing projects; and

WHEREAS, an updated project review by the Oregon Department of Environmental Quality has determined that a Congestion Mitigation Air Quality improvement funded project awarded to the Beaverton School District to purchase and install electric vehicle chargers for their buses will not move forward and needs to be canceled; and

WHEREAS, Metro's federal Carbon Reduction Program awarded funding of \$6 million to the new 82nd Ave Bus Rapid Transit Project Development planning activity in support of TriMet's efforts to secure a Small Starts grant to construct the project; and

WHEREAS, ODOT's OR47/US30 ADA Curb and Ramps upgrade project has experienced unexpected construction phase cost increases and now requires approximately \$3.88 million to address added Utility Relocation and Construction phase costs; and

WHEREAS, TriMet is updating their FTA Section 5310 elderly and disabled persons program service estimates and adding local overmatching funds to better reflect their total program funding commitments; and

WHEREAS, ODOT and West Linn are completing a required rescoping action to the OR43 Willamette Dr at Marylhurst Dr upgrade project due to budget limitations which will now focus only on needed signal and pedestrian improvements at the intersection; and

WHEREAS, completing the MTIP programming actions will enable subsequent required federal approval steps to occur without delay for the new and amended projects; and

WHEREAS, the programming updates to the seven projects in the January 2024 Formal MTIP Amendment to the 2024-27 MTIP are stated in Exhibit A to this resolution; and

WHEREAS, on January 5, 2024, Metro's Transportation Policy and Alternatives Committee recommended that JPACT approve this resolution; and

WHEREAS, on January 18, 2024, JPACT approved and recommended the Metro Council adopt this resolution; now therefore

BE IT RESOLVED that the Metro Council adopts this resolution to add or amend the eight projects within Exhibit A to complete the required programming updates to the 2024-27 Metropolitan Transportation Improvement Program.

ADOPTED by the Metro Council this 8th day of February, 2024.

Lynn Peterson, Council President

Approved as to Form:

Carrie MacLaren, Metro Attorney

Exhibit A to Resolution 24-5380
January FFY 2024 Formal/Full MTIP Amendment Summary
Formal Amendment #: JA24-04-JAN

The January Federal Fiscal Year 2024 Formal MTIP Amendment adds or amends seven projects for various reasons to meet federal transportation delivery requirements. A summary of the changes includes the following:

- **Beaverton School District Electric Chargers:** The formal amendment cancels the project and removes from the MTIP.
- **Key 23589 - New Metro 82nd Ave Bus Rapid Transit (BRT) Project Development:** The formal amendment adds the new Metro led 82nd Ave BRT project development planning effort to assist TriMet as they move forward to secure an FTA Small Starts grant to fund the BRT project. TriMet also will be adding a similar project development project in support of the 82nd Ave BRT (expected in February) that will complete environmental and preliminary design actions. The Metro funded portion is from the new Carbon Reduction Program (CRP) allocation.
- **Key 23239:** Initially, the project grouping bucket provided \$5 million of Metro awarded Carbon funds and \$1 million of federal STBG (from Key 23229) for the new 82nd Ave BRT Project Development planning project. However due to a potential eligibility conflict with another Carbon funded project, the STBG is being swapped with the Carbon funds. The final adjustment will occur later via an administrative action. The added \$1 million of Carbon funds will be swapped with the Climate Smart Implementation project grouping bucket. This adjustment will occur administratively. As a result, a total of \$6 million of Metro awarded Carbon funds are now committed to the 82nd Ave BRT Project Development project.
- **Key 23229:** Initially \$1 million of federal STBG was split off from this project grouping bucket and committed to the new 82nd Ave BRT Project Development project. However, subsequent to TPAC approval for Key 23589 with the STBG funds, potential eligibility issues have arisen with another Metro Carbon funded project. As a result, the \$1 million of STBG on Key 23589 is being swapped with the Carbon funds on the other project to eliminate the potential eligibility conflict. The 82nd Ave BRT Project Development project in Key 23589 remains with a total of \$6 million of federal funds (all Carbon now) being programmed in the Preliminary Engineering (PE) phase. There is no change in project scope to Key 23589.
- **Standard Formal Amendment Updates (e.g. Cost increases, scope and limit changes, name and description changes, etc.):**
 - Key 22435 – ODOT - OR47/OR8/US30 Curb Ramps: Cost increase.
 - Keys 22185 and 23188 – TriMet – Formula 5310 programs: Update FTA estimates and add overmatch.
 - Key 20329 – West Linn - OR43: Willamette Dr at Marylhurst Dr (West Linn): Adjust project name and description for scope change impacts.

The Exhibit A Tables starting on the next page to Resolution 24-5380 (or MTIP Worksheets) provide the additional details about the changes and programming actions for the included projects.

2024-2027 Metropolitan Transportation Improvement Program
Exhibit A to Resolution 24-5380

January FFY 2024 Formal Transition Amendment Bundle Contents
 Amendment Type: Formal/Full
 Amendment #: JA24-04-JAN
 Total Number of Projects: 7

Key Number & MTIP ID	Lead Agency	Project Name	Project Description	Amendment Action
Category: Project Cancelations:				
(#1) ODOT Key # 23462 MTIP ID 71394	Beaverton School District	Beaverton School District EV Chargers	Purchase and install electric wall mount chargers.	CANCEL PROJECT: The formal MTIP amendment cancels Key 23462 from the 2024-27 MTIP. DEQ has determined the project will not proceed forward and has requested ODOT to cancel the project.
Category: 82nd Ave Bus Rapid Transit (BRT) Project Development Related				
(#2) ODOT Key # NEW - TBD MTIP ID TBD	Metro	82nd Ave Bus Rapid Transit Project Development: Sunnyside-PDX	Complete project development activities in support of the planned new 82nd Ave BRT including preliminary design, addressing NEPA requirements, development of FTA rating materials and other activities needed to assist TriMet obtain a Small Starts grant.	ADD NEW PROJECT: The formal amendment adds the new project to the 2024-27 MTIP which will support the completion of various project development activities as TriMet moves forward to secure a Small Starts grant for the project as well.
(#3) ODOT Key # 23239 MTIP ID 71331	Metro	Carbon Reduction Program Reserve	Funding to focus on transportation activities which reduce the emissions of carbon and greenhouse gases from transportation sources.	SPLIT PROJECT: The formal amendment splits \$6 million of CRP funds (plus match) and transfers them to the new Metro 82 nd Ave BRT project.

<p>(#4) ODOT Key # 23229 MTIP ID 71304</p>	<p>Metro</p>	<p>CANCELED ACTION Transit Corridor Development (FFY 2026)</p>	<p>Metro UPWP RFFA Step 1 funds to study and evaluate the development of future transit transportation corridors in the Metro region</p>	<p><u>SPLIT PROJECT</u> Split \$1 million of STBG-U (and match) and transfer it to the new Metro BRT Project Development study. January 18, 2024 Update: Due to a potential eligibility conflict with another Metro Carbon funded project, the STBG that was to be applied to the 82nd Ave BRT Project Development project will now be swapped with Carbon funds and applied to the other project. The swap will occur administratively as a separate action. As a result, the planned commitment of STBG to the 82nd Ave BRT Project Development project will not occur. No amendment action within the January 2024 Formal MTIP Amendment bundle is required. Key 23229 is dropped and removed from the formal amendment.</p>
<p>Remaining Standard Project Amendments (e.g. cost increases, scope, limit changes, etc.)</p>				
<p>(#4) ODOT Key # 22435 MTIP ID 71257</p>	<p>ODOT</p>	<p>OR47/OR8/US30 Curb Ramps</p>	<p>Construct to American Disabilities Act (ADA) standards, curbs and ramps at multiple locations along OR47, OR8, and US30 to reduce mobility barriers and make state highways more accessible to disabled persons</p>	<p><u>COST INCREASE:</u> Add a small Utility Relocation (UR) phase and increase construction to address the revised construction phase estimate</p>
<p>(#5) ODOT Key # 22185 MTIP ID 71214</p>	<p>TriMet</p>	<p>Enhanced Seniors Mobility/Individuals w/Disabilities (2024) 5310</p>	<p>Supports mobility management activities, purchase of services, operating, and preventative maintenance on vehicles for services focused on the elderly and persons with disabilities within the Portland Urbanized Area</p>	<p><u>ADD FUNDS:</u> Update FTA based 5310 formula fund annual estimates and add overmatch to the project in FFY 2024</p>

<p>(#6) ODOT Key # 23188 MTIP ID 71317</p>	<p>TriMet</p>	<p>Enhanced Seniors Mobility/ Individuals w/Disabilities (2025)</p>	<p>Supports mobility management activities, purchase of services, operating, and preventative maintenance on vehicles for services focused on the elderly and persons with disabilities within the Portland Urbanized Area in FFY 2025</p>	<p>ADD FUNDS: Update FTA based 5310 formula fund annual estimates and add overmatch to the project in FFY 2025</p>
<p>(#7) ODOT Key # 20329 MTIP ID 70882</p>	<p>West Linn</p>	<p>OR43: Marylhurst Dr- Hidden Springs Rd (West Linn) OR43: Willamette Dr at Marylhurst Dr (West Linn)</p>	<p>Construct a new cycle track and sidewalk along OR-43 from Cedar Oaks to Hidden Springs Rd. Install a new traffic signal at OR43 and Hidden Springs Rd. Construct a new protected signalized intersection at OR43/Marylhurst that provides separation for vehicles, pedestrians, and bicyclists and improves safety for all roadway users.</p>	<p>SCOPE CHANGE: The formal amendment revises the project scope to primarily be located at the Marylhurst Dr intersection and will be limited to intersection safety improvements plus upgrades to the traffic signal. Revise project limits and scope based on adjusted cost estimates. Change project name and description as a result.</p>

Proposed Amendment Review and Approval Steps:

- Wednesday, January 3, 2024: Post amendment & begin 30-day notification/comment period.
- Friday, January 5, 2024: TPAC meeting (Required Metro amendment notification)
- Thursday, January 18, 2024: JPACT meeting.
- Friday, February 2, 2024: End 30-day Public Comment period.
- Thursday, February 8, 2024: Final approval from Metro Council anticipated.
- Early March 2024: Estimated final USDOT amendment approvals occur.



Metro
 2024-27 Metropolitan Transportation Improvement Program (MTIP)
 PROJECT AMENDMENT DETAIL WORKSHEET

MTIP Formal Amendment
CANCEL PROJECT
 Cancel and remove the project
 from the MTIP

Project #1

Project Details Summary							
ODOT Key #	23462	RFFA ID:	N/A	RTP ID:	N/A	RTP Approval Date:	11/30/2023
MTIP ID:	71394	CDS ID:	N/A	Bridge #:	N/A	FTA Flex & Conversion Code	No
MTIP Amendment ID:		JA24-04-JAN		STIP Amendment ID:		24-27-0575	

Summary of Amendment Changes Occurring:
 The formal amendment cancels and removes the project from the 2024-27 MTIP. DEQ awarded the CMAQ funds to the Beaverton School District to support the procurement of EV chargers for their buses. However, the will not now move forward and DEQ has authorized ODOT to cancel the project.

Project Name:	Beaverton School District EV Chargers						
Lead Agency:	Beaverton School District	Applicant:	Beaverton School District	Administrator:	DEQ		
Certified Agency Delivery:	No	Non-Certified Agency Delivery:	No	Delivery as Direct Recipient:	Yes		

Short Description:
 Purchase and install electric wall mount chargers.

MTIP Detailed Description (Internal Metro use only):
 In the Beaverton School District in Washington County, add 22 electric charging stations to the existing 8 charge stations at its Transportation Service Center (TSC) in Beaverton (DEQ CMAQ award, EMRED - VOC: 0.108, NOX: 2.585, CO: 1.114, CO2: 100,786, PM10: 0.107, PM2.5: 0.027).

STIP Description: Purchase and install electric wall mount chargers for electric vehicles (EV).

Project Classification Details			
Project Type	Category	Features	System Investment Type
Other	System Management & Operations	Other	Other
ODOT Work Type:	CMAQ		

Phase Funding and Programming

Fund Type	Fund Code	Year	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation (UR)	Construction (Cons)	Other	Total
Federal Funds									
CMAQ	Y400	2023		—			\$ 70,312		\$ -
CMAQ	Y400	2023						\$ 98,795	\$ -
									\$ -
Federal Totals:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Funds									
Fund Type	Fund Code	Year	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
									\$ -
									\$ -
State Totals:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Funds									
Fund Type	Fund Code	Year	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
Other	OTH0	2024		\$ 62,791					\$ -
Local	Match	2023					\$ 8,048		\$ -
Other	OTH0	2023					\$ 358,212		\$ -
Local	Match	2023						\$ 11,308	\$ -
									\$ -
Local Totals:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Phase Totals			Planning	PE	ROW	UR	Cons	Other	Total
Existing Programming Totals:			\$ -	\$ 62,791	\$ -	\$ -	\$ 436,572	\$ 110,103	\$ 609,466
Amended Programming Totals			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Estimated Project Cost									\$ -
Total Cost in Year of Expenditure:									\$ -

Programming Summary	Yes/No	Reason if short Programmed					
Is the project short programmed?	No	The project is not short programmed					
Programming Adjustments Details	Planning	PE	ROW	UR	Cons	Other	Totals
Phase Programming Change:	\$ -	\$ (62,791)	\$ -	\$ -	\$ (436,572)	\$ (110,103)	\$ (609,466)
Phase Change Percent:	0.0%	-100.0%	0.0%	0.0%	-100.0%	-100.0%	-100.0%
Amended Phase Matching Funds:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amended Phase Matching Percent:	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Phase Programming Summary Totals

Fund Category	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Phase Composition Percentages

Fund Type	Planning	PE	ROW	UR	Cons	Other	Total
Federal	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
State	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Local	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Phase Programming Percentage

Fund Category	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
Federal	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
State	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Local	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Project Phase Obligation History							
Item	Planning	PE	ROW	UR	Cons	Other	Federal
Total Funds Obligated							Aid ID
Federal Funds Obligated:							N/A
EA Number:							FHWA or FTA
Initial Obligation Date:							N/A
EA End Date:							FMIS or TRAMS
Known Expenditures:							N/A
						Estimated Project Completion Date:	Not Applicable
Completion Date Notes:							
Are federal funds being flex transferred to FTA?		No		If yes, expected FTA conversion code:		N/A	
Notes: Expenditure Authorization (EA) information pertains primarily to projects under ODOT Local Delivery oversight.							

Fiscal Constraint Consistency Review
1. What is the source of funding? DEQ awarded CMAQ.
2. Does the amendment include changes or updates to the project funding? Yes. The awarded DEQ CMAQ is being removed from the MTIP.
3. Was proof-of-funding documentation provided to verify the funding change? Yes.
4. Did the funding change require OTC, ODOT Director, or ODOT program manager approval? ODOT review and DEQ approval to cancel the project.
5. Has the fiscal constraint requirement been properly demonstrated and satisfied as part of the MTIP amendment? Yes.

Project Location References					
On State Highway	Yes/No	Route	MP Begin	MP End	Length
	No	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Cross Streets	Route or Arterial		Cross Street		Cross Street
	Not Applicable		Not Applicable		Not Applicable

Summary of MTIP Programming and Last Formal/Full Amendment or Administrative Modification							
1st Year Programmed	2023	Years Active	1	Project Status	0	No activity.	
Total Prior Amendments	2	Last Amendment	Administrative	Date of Last Amendment	August 2023	Last MTIP Amend Num	AM23-24-AUG3
Last Amendment Action	PHASE SLIP: Slip PE phase to FFY 2024						

Anticipated Required Performance Measurements Monitoring							
Metro RTP Performance Measurements	Congestion Mitigation	Climate Change Reduction	Economic Prosperity	Equity	Mobility Improvement	Safety	Notes
	Not Applicable	—————→					

RTP Air Quality Conformity and Transportation Modeling Designations	
Is this a capacity enhancing or non-capacity enhancing project?	Non-capacity enhancing project
Is the project exempt from a conformity determination per 40 CFR 93.126, Table 2 or 40 CFR 93.127, Table 3?	Yes, per Table 2, Mass Transit
Exemption Reference:	Reconstruction or renovation of transit buildings and structures (e.g., rail or bus buildings, storage and maintenance facilities, stations, terminals, and ancillary structures).
Was an air analysis required as part of RTP inclusion?	No. The project is not located on any of the Metro transportation networks. The project is not capacity enhancing and removing it does not impact the transportation demand modeling network.
If capacity enhancing, was transportation modeling analysis completed as part of RTP inclusion?	No. Not applicable. The project is not capacity enhancing
RTP Constrained Project ID and Name:	Not Applicable
RTP Project Description:	Not Applicable

Project Location in the Metro Transportation Network		
Yes/No	Network	Designation
No	Motor Vehicle	Not Applicable. Planning project grouping bucket (PGB) ↓
No	Transit	
No	Freight	
No	Bicycle	
No	Pedestrian	

National Highway System and Functional Classification Designations

System	Y/N	Route	Designation
NHS Project	No	Not Applicable	Not Applicable
Functional Classification	No	Not Applicable	Not Applicable
Federal Aid Eligible Facility	No	Not Applicable	Not Applicable

Additional RTP Consistency Check Areas

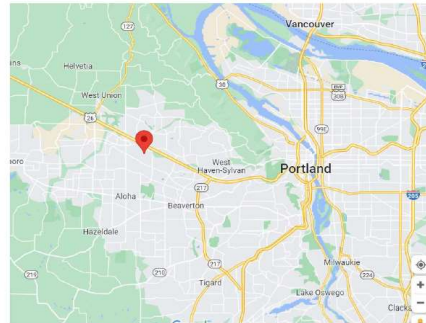
1. Is the project designated as a Transportation Control Measure? **No.**
2. Is the project identified on the Congestion Management Process (CMP) plan? **No.**
3. Is the project included as part of the approved: UPWP? **No.**
- 3a. If yes, is an amendment required to the UPWP? **No.**
- 3b. Can the project MTIP amendment proceed before the UPWP amendment? **Yes.**
- 3c. What is the UPWP category (Master Agreement, Metro funded stand-alone, Non-Metro funded Regionally Significant)? **Not applicable.**
4. Applicable RTP Goal: **None.**
5. Does the project require a special performance assessment evaluation as part of the MTIP amendment? **No. The project is not capacity enhancing nor does it exceed \$100 million in total project cost.**

Public Notification/Opportunity to Comment Consistency Requirement

1. Is a 30-day/opportunity to comment period required as part of the amendment? **Yes.**
2. What are the start and end dates for the comment period? **Estimated to be January 3, 2024 to February 2, 2024**
3. Was the comment period completed consistent with the Metro Public Participation Plan? **Yes.**
4. Was the comment period included on the Metro website allowing email submissions as comments? **Yes.**
5. Did the project amendment result in a significant number of comments? **Not expected.**
6. Did the comments require a comment log and submission plus review by Metro Communications staff and to Council Office? **Not expected.**
7. Added notes: The decision to cancel ad remove the project was made by DEQ, fund awarding agency.

Fund Codes References

Local	General Local funds committed by the lead agency that normally cover the minimum match requirement to the federal funds
CMAQ	Congestion Mitigation Air Quality (CMAQ) funds. CMAQ funds are a federal funding source (FHWA based) that provide a flexible funding source to State and local governments for transportation projects and programs to help meet the requirements of the Clean Air Act. Funding is available to reduce congestion and improve air quality for areas that do not meet the National Ambient Air Quality Standards for ozone, carbon monoxide, or particulate matter (nonattainment areas) and for former nonattainment areas that are now in compliance (maintenance areas). The funds are normally apportioned to the eligible states and then potentially sub-allocated to MPOs or other eligible agencies based on a formula allocation.
Other	Additional local funds committed by the lead agency above and beyond the minimum match requirement to the federal funds to cover the costs of the project phase.



Project Location Map



Fund Codes										
Phase	Fund Code	Description	Percent of Phase	Total Amount	Federal Percent	Federal Amount	State Percent	State Amount	Local Percent	Local Amount
PE	OTH0	OTHER THAN STATE OR	0.00%	0.00	0.00%	0.00	0.00%	0.00	100.00%	0.00
	PE Totals			0.00%	0.00	0.00	0.00%	0.00		0.00
CN	OTH0	OTHER THAN STATE OR	0.00%	0.00	0.00%	0.00	0.00%	0.00	100.00%	0.00
	Y400	CMAQ congestion mitigation air quality IJA	0.00%	0.00	89.73%	0.00	0.00%	0.00	10.27%	0.00
CN Totals			0.00%	0.00	0.00	0.00%	0.00		0.00	
OT	Y400	CMAQ congestion mitigation air quality IJA	0.00%	0.00	89.73%	0.00	0.00%	0.00	10.27%	0.00
	OT Totals			0.00%	0.00	0.00	0.00%	0.00		0.00
Grand Totals					0.00	0.00		0.00		0.00



Metro
2024-27 Metropolitan Transportation Improvement Program (MTIP)
PROJECT AMENDMENT DETAIL WORKSHEET

MTIP Formal Amendment
ADD NEW PROJECT
 Add the new Metro awarded CRP
 project development project

Project #2

Project Details Summary							
ODOT Key #	23589	RFFA ID:	N/A	RTP ID:	12029	RTP Approval Date:	11/30/2023
MTIP ID:	New-TBD	CDS ID:	N/A	Bridge #:	N/A	FTA Flex & Conversion Code	Yes, 5307
MTIP Amendment ID:		JA24-04-JAN		STIP Amendment ID:		TBD	

Summary of Amendment Changes Occurring:
 The formal amendment adds the new Metro Carbon Reduction Program (CRP) award to the MTIP in support of the planned new 82nd Ave Bus Rapid Transit (BRT) project. The project development activities will complete pre-NEPA and design activities and continue through the completion of NEPA and final design in support TriMet's effort to obtain a FTA Small Starts grant. Metro's funding includes a \$5 million CRP award and a \$1 million UPWP Next Corridor study grant award. TriMet will submit a separate project development project similar Metro's project as part of the February 2024 Formal Amendment bundle in support of their effort to secure the Small Starts grant. The split programming approach is necessary and has been approved by FTA. The estimated total funding to complete PE/project development to then move forward into construction is \$30 million. The RTP's estimated total project cost to complete the project is \$300 million.

Project Name:	82nd Ave Bus Rapid Transit Project Development: PDX-Sunnyside						
Lead Agency:	Metro	Applicant:	Metro		Administrator:	FTA	
Certified Agency Delivery:	Yes	Non-Certified Agency Delivery:	No		Delivery as Direct Recipient:	Yes	

Short Description:
 Complete project development activities in support of the planned new 82nd Ave BRT including preliminary design, addressing NEPA requirements, development of FTA rating materials and other activities needed to assist TriMet obtain a Small Starts grant

MTIP Detailed Description (Internal Metro use only):
 In Portland proposed on 82nd Ave from Sunnyside Ave in the south and then north to Airport Way/PDX, complete project development activities in support of the new 82nd Ave BRT including preliminary design, addressing NEPA requirements, development of FTA rating materials and other activities needed to support TriMet's effort to obtain a Small Starts grant for the project.

STIP Description: TBD

Project Classification Details			
Project Type	Category	Features	System Investment Type
Transit	Transit Capital	Capital Bus Rapid Transit	Capital Improvement
ODOT Work Type:	TBD		

Phase Funding and Programming									
Fund Type	Fund Code	Year	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation (UR)	Construction (Cons)	Other	Total
Federal Funds									
Carbon	Y601	2024		\$ 6,000,000					\$ 6,000,000
									\$ -
Federal Totals:			\$ -	\$ 6,000,000	\$ -	\$ -	\$ -	\$ -	\$ 6,000,000

Note: Metro has awarded a total \$6 million of federal funds in support of the 82nd Ave BRT Project Development project. Initially \$5 million of Metro Carbon funds and \$1 million of Metro Surface Block Grant (STBG-U) funds were awarded to the project. However, subsequent to the TPAC meeting, an eligibility conflict has emerged with another Metro awarded CRP funded project. To avoid potential conflicts, the STBG on this project is being swapped with \$1 million of Carbon funds from the Climate SMART Implementation project. The net result is the 82nd Ave BRT Project Development project remains with \$6 million of federal funds.

State Funds									
Fund Type	Fund Code	Year	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
									\$ -
									\$ -
State Totals:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Local Funds									
Fund Type	Fund Code	Year	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
Local	Match	2024		\$ 686,727					\$ 686,727
									\$ -
Local Totals:			\$ -	\$ 686,727	\$ -	\$ -	\$ -	\$ -	\$ 686,727

Phase Totals	Planning	PE	ROW	UR	Cons	Other	Total
Existing Programming Totals:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amended Programming Totals	\$ -	\$ 6,686,727	\$ -	\$ -	\$ -	\$ -	\$ 6,686,727
Total Estimated Project Cost							\$ 300,000,000
Total Cost in Year of Expenditure:							\$ 300,000,000
Notes: The Estimated total Project cost and YOY cost reflect the total estimated constructed project cost as identified in the RTP for ID 12029.							

Programming Summary	Yes/No	Reason if short Programmed					
Is the project short programmed?	Yes	The project is only programming PE related project development (NEPA & project design) activities for now.					
Programming Adjustments Details	Planning	PE	ROW	UR	Cons	Other	Totals
Phase Programming Change:	\$ -	\$ 6,686,727	\$ -	\$ -	\$ -	\$ -	\$ 6,686,727
Phase Change Percent:	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Amended Phase Matching Funds:	\$ -	\$ 686,727	\$ -	\$ -	\$ -	\$ -	\$ 686,727
Amended Phase Matching Percent:	N/A	10.27%	N/A	N/A	N/A	N/A	10.27%

Phase Programming Summary Totals							
Fund Category	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
Federal	\$ -	\$ 6,000,000	\$ -	\$ -	\$ -	\$ -	\$ 6,000,000
State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local	\$ -	\$ 686,727	\$ -	\$ -	\$ -	\$ -	\$ 686,727
Total	\$ -	\$ 6,686,727	\$ -	\$ -	\$ -	\$ -	\$ 6,686,727

Phase Composition Percentages							
Fund Type	Planning	PE	ROW	UR	Cons	Other	Total
Federal	0.0%	89.73%	0.0%	0.0%	0.0%	0.0%	89.7%
State	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Local	0.00%	10.27%	0.0%	0.0%	0.0%	0.0%	10.27%
Total	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%

Phase Programming Percentage							
Fund Category	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
Federal	0.0%	89.73%	0.0%	0.0%	0.0%	0.0%	89.7%
State	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Local	0.0%	10.27%	0.0%	0.0%	0.0%	0.0%	10.27%
Total	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%

Project Phase Obligation History							
Item	Planning	PE	ROW	UR	Cons	Other	Federal
Total Funds Obligated							Aid ID
Federal Funds Obligated:							Not Applicable
EA Number:		Not Applicable					FHWA or FTA
Initial Obligation Date:							FTA
EA End Date:		Not Applicable					FMIS or TrAMS
Known Expenditures:							TrAMS
Estimated Project Completion Date:							12/30/2026
Completion Date Notes: The completion date is for the project development planning study effort only							
Are federal funds being flex transferred to FTA?		YES		If yes, expected FTA conversion code:		5307	
Notes: Expenditure Authorization (EA) information pertains primarily to projects under ODOT Local Delivery oversight. This project will be under FTA oversight.							

Fiscal Constraint Consistency Review
1. What is the source of funding? Metro allocated CRP awarded to the project and prior approved UPWP Transit Corridor Development funds.
2. Does the amendment include changes or updates to the project funding? Yes. This is a new project being added to the MTP. The CRP awarded funds are from a ODOT allocation to Metro which Metro Council awarded to the project on 6-15-2023.
3. Was proof-of-funding documentation provided to verify the funding change? Yes, via Council agenda item awarding the funds.
4. Did the funding change require OTC, ODOT Director, or ODOT program manager approval? No OTC or ODOT approval was required. Metro Council approval for the CRP funds was required.
5. Has the fiscal constraint requirement been properly demonstrated and satisfied as part of the MTIP amendment? Yes.

Project Location References

On State Highway	Yes/No	Route	MP Begin	MP End	Length
	No	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Cross Streets	Route or Arterial		Cross Street		Cross Street
	82nd Ave		SE Powell Blvd		NE Airport Way

Note: Routes or arterials with multiple site improvement locations shown as an aggregate total.

Summary of MTIP Programming and Last Formal/Full Amendment or Administrative Modification

1st Year Programmed	2024	Years Active	0	Project Status	T22	Programming actions in progress or programmed in current MTIP	
Total Prior Amendments	0	Last Amendment	None	Date of Last Amendment	Not Applicable	Last MTIP Amend Num	Not Applicable
Last Amendment Action	Not. Not Applicable						

Anticipated Required Performance Measurements Monitoring

Metro RTP Performance Measurements	Congestion Mitigation	Climate Change Reduction	Economic Prosperity	Equity	Mobility Improvement	Safety	Notes Equity Focus Areas: The project limits cross over several EFAs. Most are "yes". Overall People of Color (POC), Limited English (LE), and Limited Income(LI) = Yes
	X	X		X	X	X	
ODOT (federal) Performance Measurements							
Mobility	Passenger Rail Ridership		Walkways/Bikeways		Traffic Congestion		Transit Rides
					X		X
Preservation	Pavement Condition		Bridge Condition		Public Transit Vehicle Condition		
Safety	Fatalities/Injuries Reduction						
Stewardship	Construction Projects On-Time		Construction Projects On-Budget		Disadvantage Business Enterprise Utilization		ODOT Customer Service
							X

RTP Air Quality Conformity and Transportation Modeling Designations

Is this a capacity enhancing or non-capacity enhancing project?	The project development portion is considered a planning effort and is not capacity enhancing. The full BRT project is considered capacity enhancing and requires transportation demand modeling analysis.
Is the project exempt from a conformity determination per 40 CFR 93.126, Table 2 or 40 CFR 93.127, Table 3?	The project development portion (this project) is exempt for a conformity determination. Exemption reference is 40 CFR 93.126, Table 2, Other
Exemption Reference:	Other - Planning and technical studies.
Was an air analysis required as part of RTP inclusion?	Yes, the full constructed project requires transportation demand modeling analysis. The project development portion (this project) does not require modeling analysis.
If capacity enhancing, was transportation modeling analysis completed as part of RTP inclusion?	Yes, the full constructed project has completed transportation demand modeling analysis as part of the new 2023 RTP base don the LPA.
RTP Constrained Project ID and Name:	ID#: 12029 - HCT: 82nd Ave Transit Project
RTP Project Description:	Contingent on federal, state and local funding commitments, the 82nd Ave Transit Project will improve travel between Clackamas Town Center and important destinations in NE Portland with easier, faster and more reliable bus service as well as necessary safety and accessibility improvements, paving and signals.

Project Location in the Metro Transportation Network

Yes/No	Network	Designation
Yes	Motor Vehicle	Proposed LPA on 82nd Ave in the project limits is designated as a Major Arterial.
Yes	Transit	Proposed LPA on 82nd Ave in the project limits is designated as a Frequent Bus area.
Yes	Freight	Generally no designation. However, a small portion for 82nd Ave near the airport is designated as a Regional Intermodal Connector.
Yes	Bicycle	In some portions on 82nd Ave in the projects, the arterial is designated as a Regional Bikeway
Yes	Pedestrian	For most of the project limits, 82nd Ave is designated as a Pedestrian Parkway. Near the airport, the designation changes to be a Regional Pedestrian Corridor.

National Highway System and Functional Classification Designations			
System	Y/N	Route	Designation
NHS Project	Yes	82nd Ave	MAP 21 NHS Principal Arterials and near the airport, the designation changes to be a Intermodal Connector
Functional Classification	Yes	82nd Ave	Urban Other Principal Arterial
Federal Aid Eligible Facility	Yes	82nd Ave	FHWA Functional Classification Code: 3 (Other Principal Arterial)

Additional RTP Consistency Check Areas
1. Is the project designated as a Transportation Control Measure? No.
2. Is the project identified on the Congestion Management Process (CMP) plan? Yes
3. Is the project included as part of the approved: UPWP? Yes.
3a. If yes, is an amendment required to the UPWP? The SFY 2025 UPWP is being updated to include the project.
3b. Can the project MTIP amendment proceed before the UPWP amendment? Yes.
3c. What is the UPWP category (Master Agreement, Metro funded stand-alone, Non-Metro funded Regionally Significant)? Metro Funded Stand-Alone project.
4. Applicable RTP Goals: <u>Goal #11 - Transparency and Accountability:</u> Objective 11.2 Performance-Based Planning – Make transportation investment decisions using a performance-based planning approach that is aligned with the RTP goals and supported by meaningful public engagement, multimodal data and analysis. <u>Goal #9 - Equitable Transportation:</u> Objective 9.1 Transportation Equity – Eliminate disparities related to access, safety, affordability and health outcomes experienced by people of color and other historically marginalized communities. <u>Goal #3 - Transportation Choices:</u> Objective 3.3 Access to Transit – Increase household and job access to current and planned frequent transit service.
5. Does the project require a special performance assessment evaluation as part of the MTIP amendment? No and Yes. The planning project portion (this project) is not subject to the special performance assessment requirement. The full project once funded will be subject to a special performance assessment evaluation as it exceeds \$100 million in total project cost and is capacity enhancing.

Public Notification/Opportunity to Comment Consistency Requirement

1. Is a 30-day/opportunity to comment period required as part of the amendment? **Yes.**
2. What are the start and end dates for the comment period? **Estimated to be January 3, 2024 to February 2, 2024**
3. Was the comment period completed consistent with the Metro Public Participation Plan? **Yes.**
4. Was the comment period included on the Metro website allowing email submissions as comments? **Yes.**
5. Did the project amendment result in a significant number of comments? **Some comments are expected.**
6. Did the comments require a comment log and submission plus review by Metro Communications staff and to Council Office? **Yes. For this specific project amendment, Metro may receive a sufficient number of comments that may require a comment log.**
7. Added notes: The amendment public comment process will be expanded a little to compensate for the holidays. The comment period will be completed prior to the proposed Metro Council approval date of February 8, 2024. If a significant number of comments (positive or negative) are received, then the project amendment may be pulled from the proposed February Council approval date and push out to a later date if required.

Fund Codes References

Local	General Local funds committed by the lead agency that normally cover the minimum match requirement to the federal funds
STBG	Surface Transportation Block Grant funds. A federal funding source (FHWA based) appropriated to the State DOT. The Surface Transportation Block Grant Program (STBG) promotes flexibility in State and local transportation decisions and provides flexible funding to best address State and local transportation needs.
STBG-U	STBG funds that ODOT suballocates to Metro for use of eligible projects in urban areas



Council meeting agenda

Thursday, June 15, 2023 10:30 AM Metro Regional Center, Council Chamber,
<https://www.youtube.com/live/vSo1bJifjSI?feature=share>,
<https://zoom.us/j/615079992> Webinar ID:
 615 079 992 or 888-475-4499 (toll free)

**Exhibit A to Staff Report of Resolution 23-5337
 Project Allocation List and Project Descriptions**

TPAC Recommended Investment Package	
Tualatin Valley Highway Bus Rapid Transit	\$5,000,000
82nd Avenue Bus Rapid Transit	\$5,000,000
Line 33 McLoughlin Transit Signal Priority	\$4,000,000
Climate Smart Implementation Program	\$1,800,000
Transportation System Management & Operations	\$3,000,000
Subtotal:	\$18,800,000

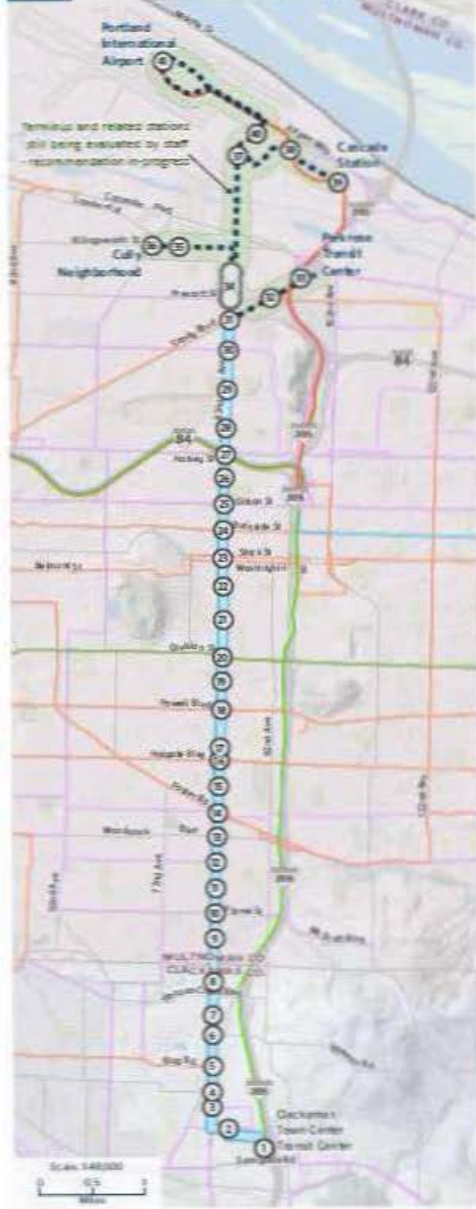


Agenda June 15, 2023

- 5.1 Resolution No. 23-5337, For the Purpose of Distributing \$18.8 Million of Carbon Reduction Program Funds for the Years 2022-2026, Pending Inclusion in the 2024-2027 MTIP. [RES 23-5337](#)
- Presenter(s): Ted Leybold (he/him), Metro
 Grace Cho, Metro
- Attachments: [Resolution No. 23-5337](#)
[Exhibit A](#)
[Exhibit B](#)
[Staff Report](#)
[Attachment 1](#)

January 18, 2024 Update:
 \$5 million of Metro Carbon funds have been approved to the 82nd Ave BRT Project Development project along with \$1 million of UPWP STBG Transit Corridor Development federal funds. The federal total is \$6 million awarded. Due to possible eligibility issues for the Climate SMART project, \$1 million of the \$1.8 million of Carbon funds are being swapped with the STBG on this project. This increases the total CRP funds for the 82nd Ave BRT project to \$6 million.

82nd Avenue Transit Project: Discussion Draft Locally Preferred Alternative



Elements of Locally Preferred Alternative (in progress)*

- Bus rapid transit route (north of Sandy Blvd)
- Proposed termini including (terminus 10a)
- General station locations
- Station location areas still being defined

Transit Network

- Green MAX line
- Red MAX line
- Blue MAX line
- Blue-green rail MAX line
- FAZ frequent express service line
- Frequent service bus line
- Other bus lines
- Transit center

*To be recommended by Steering Committee

Map Key	Proposed General Station Locations
1	Cockeysville Town Center Transit Center
2	Cockeysville Town Center
3	NE Cassady Ave & SE 82nd Ave
4	South of SE Sawyer Dr (White) & SE 82nd Ave
5	SE King St & SE 82nd Ave
6	SE City St & SE 82nd Ave
7	SE Washington St & SE 82nd Ave
8	SE Lundy St & SE 82nd Ave
9	SE Olympia Springs Blvd & SE 82nd Ave
10	SE Floral St & SE 82nd Ave
11	SE Sylvia & SE 82nd Ave
12	SE Drake St & SE 82nd Ave
13	SE Woodstock St & SE 82nd Ave
14	SE Foster St & SE 82nd Ave
15	SE Magnolia St & SE 82nd Ave
16	SE Maple St & SE 82nd Ave
17	SE Franklin St & SE 82nd Ave
18	SE Woodland St & SE 82nd Ave
19	SE Oakton St & SE 82nd Ave
20	SE 84th St & SE 82nd Ave
21	SE Taylor St & SE 82nd Ave
22	SE Bank St (SE Washington St & SE 82nd Ave)
23	E Burnside St & NE 82nd Ave
24	NE Green St & NE 82nd Ave
25	NE Holaday St & NE 82nd Ave
26	144th & NE 82nd Ave
27	NE Tibbets St & NE 82nd Ave
28	McLendon High School & NE 82nd Ave
29	NE Franklin St & NE 82nd Ave
30	NE Sandy Blvd & NE 82nd Ave
31	NE Franklin St & NE Sandy Blvd
32	Parkrose Transit Center
33	NE Franklin St & NE 82nd Ave
34	NE 72nd Ave & NE Lombard St
35	NE City Blvd & NE Alderwood St
36	NE Ackerman St & NE 82nd Ave
37	Woodland Ave MAX
38	Cascadia MAX Station
39	NE Air Cargo St & NE 82nd Ave (Parkrose, Woodland)
40	PLR 7th Street



Metro
2024-27 Metropolitan Transportation Improvement Program (MTIP)
PROJECT AMENDMENT DETAIL WORKSHEET

MTIP Formal Amendment
SPLIT PROJECT
 Split and transfer \$5 million CRP to
 the 82nd Ave BRT project

Project #3

Project Details Summary

ODOT Key #	23239	RFFA ID:	50440	RTP ID:	11103	RTP Approval Date:	11/30/2023
MTIP ID:	71331	CDS ID:	N/A	Bridge #:	N/A	FTA Flex & Conversion Code	Yes, 5307
MTIP Amendment ID:		JA24-04-JAN		STIP Amendment ID:		TBD	

Summary of Amendment Changes Occurring:
 The formal amendment splits \$5 million of Carbon funds (plus match) and transfers them to the new Metro 82nd Ave Bus Rapid Transit project. Metro is using awarded Carbon Reduction Program (CRP) funds to support the project. The project development activities will complete pre-design and pre-NEPA actions in support TriMet's effort to obtain a FTA Small Starts grant. Metro's funding includes a \$5 million CRP award and a \$1 million UPWP Next Corridor study grant award. TriMet will be submitting a separate similar project for then to complete project development activities in support of their effort to secure the Small Starts grant as well. The split programming approach is necessary and has been approved by FTA.

Project Name:	Carbon Reduction Program Reserve						
Lead Agency:	Metro	Applicant:	Metro		Administrator:	FTA	
Certified Agency Delivery:	Yes	Non-Certified Agency Delivery:	N/A		Delivery as Direct Recipient:	N/A	

Short Description:
 Funding to focus on transportation activities which reduce the emissions of carbon and greenhouse gases from transportation sources.

MTIP Detailed Description (Internal Metro use only):
 Created by the Bipartisan Infrastructure Law, a new funding program created to focus on transportation activities which reduces the emissions of carbon and greenhouse gases from transportation sources. Federal rules and guidance outlines state and metropolitan planning organization requirements for allocating and spending dollars, in addition to defining overarching eligible activities for funds. The Metro allocation of funding for the Carbon Reduction Program is still to be determined but will be guided by the region's Climate Smart Strategy.

STIP Description: Funding to focus on transportation activities to reduce the emissions of carbon and greenhouse gases from transportation sources.

Project Classification Details			
Project Type	Category	Features	System Investment Type
Other	Other	Other	Other
ODOT Work Type:	OP-Carbon		

Phase Funding and Programming

Fund Type	Fund Code	Year	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation (UR)	Construction (Cons)	Other	Total
Federal Funds									
Carbon	Y601	2027	-	-				\$ 17,039,213	\$ -
Carbon	Y601	2027						\$ 11,039,213	\$ 11,039,213
									\$ -
Federal Totals:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,039,213	\$ 11,039,213

State Funds

Fund Type	Fund Code	Year	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
									\$ -
									\$ -
State Totals:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Local Funds

Fund Type	Fund Code	Year	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
Local (Carbon)	Match	2027						\$ 1,950,214	\$ -
Local (Carbon)	Match	2027						\$ 1,263,487	\$ 1,263,487
									\$ -
Local Totals:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,263,487	\$ 1,263,487

Phase Totals	Planning	PE	ROW	UR	Cons	Other	Total
Existing Programming Totals:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,989,427	\$ 18,989,427
Amended Programming Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,302,700	\$ 12,302,700
Total Estimated Project Cost							\$ 13,416,040
Total Cost in Year of Expenditure:							\$ 13,416,040

Programming Summary	Yes/No	Reason if short Programmed					
Is the project short programmed?	No	The project is a PGB bucket supporting specific carbon reduction projects. The project is not short programmed.					
Programming Adjustments Details	Planning	PE	ROW	UR	Cons	Other	Totals
Phase Programming Change:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (6,686,727)	\$ (6,686,727)
Phase Change Percent:	0.0%	0.0%	0.0%	0.0%	0.0%	-35.2%	-35.2%
Amended Phase Matching Funds:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,263,487	\$ 1,263,487
Amended Phase Matching Percent:	N/A	N/A	N/A	N/A	N/A	10.27%	10.27%

Phase Programming Summary Totals

Fund Category	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,039,213	\$ 11,039,213
State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,263,487	\$ 1,263,487
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,302,700	\$ 12,302,700

Phase Composition Percentages

Fund Type	Planning	PE	ROW	UR	Cons	Other	Total
Federal	0.0%	0.0%	0.0%	0.0%	0.0%	89.73%	89.7%
State	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Local	0.0%	0.0%	0.0%	0.0%	0.0%	10.27%	10.27%
Total	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%

Phase Programming Percentage							
Fund Category	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
Federal	0.0%	0.0%	0.0%	0.0%	0.0%	89.73%	89.7%
State	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Local	0.0%	0.0%	0.0%	0.0%	0.0%	10.27%	10.27%
Total	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%

Project Phase Obligation History							
Item	Planning	PE	ROW	UR	Cons	Other	Federal
Total Funds Obligated							Aid ID
Federal Funds Obligated:							
EA Number:							FHWA or FTA
Initial Obligation Date:							N/A
EA End Date:							FMIS or TrAMS
Known Expenditures:							N/A
						Estimated Project Completion Date:	12/31/2027
Completion Date Notes: The completion date is for the project development planning study effort only							
Are federal funds being flex transferred to FTA?		YES		If yes, expected FTA conversion code:		5307	
Notes: Expenditure Authorization (EA) information pertains primarily to projects under ODOT Local Delivery oversight. This project will be under FTA oversight.							

Fiscal Constraint Consistency Review
1. What is the source of funding? Metro allocated Carbon Reduction Program (CRP) Funds
2. Does the amendment include changes or updates to the project funding? Yes. The formal amendment splits off \$5 million of CRP funds and reprograms them to the new Metro 82nd Ave BRT project.
3. Was proof-of-funding documentation provided to verify the funding change? Yes, via Council agenda item awarding the funds.
4. Did the funding change require OTC, ODOT Director, or ODOT program manager approval? No OTC or ODOT approval was required. Metro Council approval for the CRP funds was required.
5. Has the fiscal constraint requirement been properly demonstrated and satisfied as part of the MTIP amendment? Yes.

Project Location References

On State Highway	Yes/No	Route	MP Begin	MP End	Length
	No	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Cross Streets	Route or Arterial		Cross Street		Cross Street
	Not Applicable		Not Applicable		Not Applicable

Note: Key 23239 is a non specific project grouping bucket (PGB) supporting Carbon Reduction Program projects which once approved are split off as separate stand-alone projects in the MTIP.

Summary of MTIP Programming and Last Formal/Full Amendment or Administrative Modification

1st Year Programmed	2027	Years Active	0	Project Status	Active	Programming actions in progress or programmed in current MTIP	
Total Prior Amendments	1	Last Amendment	Administrative	Date of Last Amendment	December 2023	Last MTIP Amend Num	AM24-04-DEC2
Last Amendment Action	Split \$1.8 million off the PGB to support the Metro Climate Smart Implementation Program						

Anticipated Required Performance Measurements Monitoring

Metro RTP Performance Measurements	Congestion Mitigation	Climate Change Reduction	Economic Prosperity	Equity	Mobility Improvement	Safety	Notes
		X					Other performance measure goals may apply depending on specific projects the funds are committed

RTP Air Quality Conformity and Transportation Modeling Designations

Is this a capacity enhancing or non-capacity enhancing project?	The project development portion is considered a planning effort and is not capacity enhancing. The full BRT project is considered capacity enhancing and requires transportation demand modeling analysis.
Is the project exempt from a conformity determination per 40 CFR 93.126, Table 2 or 40 CFR 93.127, Table 3?	The project development portion (this project) is exempt for a conformity determination. Exemption reference is 40 CFR 93.126, Table 2, Other
Exemption Reference:	Other - Planning and technical studies.

Was an air analysis required as part of RTP inclusion?	Yes, the full constructed project requires transportation demand modeling analysis. The project development portion (this project) does not require modeling analysis.
If capacity enhancing, was transportation modeling analysis completed as part of RTP inclusion?	Yes, the full constructed project has completed transportation demand modeling analysis as part of the new 2023 RTP base don the LPA.
RTP Constrained Project ID and Name:	ID#: 11103 - Regional MPO Activities for 2023-2030
RTP Project Description:	Transportation planning, programming, monitoring and federal reporting that Metro must conduct in order to remain certified as an metropolitan planning organization (MPO) by the federal government for the region and be eligible to receive federal transportation funding dollars.

Project Location in the Metro Transportation Network		
Yes/No	Network	Designation
Yes	Motor Vehicle	Proposed LPA on 82nd Ave in the project limits is designated as a Major Arterial.
Yes	Transit	Proposed LPA on 82nd Ave in the project limits is designated as a Frequent Bus area.
Yes	Freight	Generally no designation. However, a small portion for 82nd Ave near the airport is designated as a Regional Intermodal Connector.
Yes	Bicycle	In some portions on 82nd Ave in the projects, the arterial is designated as a Regional Bikeway
Yes	Pedestrian	For most of the project limits, 82nd Ave is designated as a Pedestrian Parkway. Near the airport, the designation changes to be a Regional Pedestrian Corridor.

National Highway System and Functional Classification Designations			
System	Y/N	Route	Designation
NHS Project	Yes	82nd Ave	MAP 21 NHS Principal Arterials and near the airport, the designation changes to be a Intermodal Connector
Functional Classification	Yes	82nd Ave	Urban Other Principal Arterial
Federal Aid Eligible Facility	Yes	82nd Ave	FHWA Functional Classification Code: 3 (Other Principal Arterial)

Additional RTP Consistency Check Areas
1. Is the project designated as a Transportation Control Measure? No.
2. Is the project identified on the Congestion Management Process (CMP) plan? No
3. Is the project included as part of the approved: UPWP? No
3a. If yes, is an amendment required to the UPWP? No
3b. Can the project MTIP amendment proceed before the UPWP amendment? Yes.
3c. What is the UPWP category (Master Agreement, Metro funded stand-alone, Non-Metro funded Regionally Significant)? Not applicable for the generic PGB.
4. Applicable RTP Goals: <u>Goal #11 - Transparency and Accountability:</u> Objective 11.2 Performance-Based Planning – Make transportation investment decisions using a performance-based planning approach that is aligned with the RTP goals and supported by meaningful public engagement, multimodal data and analysis. <u>Goal #9 - Equitable Transportation:</u> Objective 9.1 Transportation Equity – Eliminate disparities related to access, safety, affordability and health outcomes experienced by people of color and other historically marginalized communities. <u>Goal #3 - Transportation Choices:</u> Objective 3.3 Access to Transit – Increase household and job access to current and planned frequent transit service.
5. Does the project require a special performance assessment evaluation as part of the MTIP amendment? No and Yes. The planning project portion (this project) is not subject to the special performance assessment requirement. The full project once funded will be subject to a special performance assessment evaluation as it exceeds \$100 million in total project cost and is capacity enhancing.

Public Notification/Opportunity to Comment Consistency Requirement

1. Is a 30-day/opportunity to comment period required as part of the amendment? **Yes.**
2. What are the start and end dates for the comment period? **Estimated to be January 3, 2024 to February 2, 2024**
3. Was the comment period completed consistent with the Metro Public Participation Plan? **Yes.**
4. Was the comment period included on the Metro website allowing email submissions as comments? **Yes.**
5. Did the project amendment result in a significant number of comments? **Some comments are expected.**
6. Did the comments require a comment log and submission plus review by Metro Communications staff and to Council Office? **Yes. For this specific project amendment, Metro may receive a sufficient number of comments that may require a comment log.**
7. Added notes: The amendment public comment process will be expanded a little to compensate for the holidays. The comment period will be completed prior to the proposed Metro Council approval date of February 8, 2024. If a significant number of comments (positive or negative) are received, then the project amendment may be pulled from the proposed February Council approval date and push out to a later date if required.

Fund Codes References

Local	General Local funds committed by the lead agency that normally cover the minimum match requirement to the federal funds
STBG	Surface Transportation Block Grant funds. A federal funding source (FHWA based) appropriated to the State DOT. The Surface Transportation Block Grant Program (STBG) promotes flexibility in State and local transportation decisions and provides flexible funding to best address State and local transportation needs.
STBG-U	STBG funds that ODOT suballocates to Metro for use of eligible projects in urban areas



Council meeting agenda

Thursday, June 15, 2023 10:30 AM Metro Regional Center, Council Chamber,
<https://www.youtube.com/live/vSo1bJifjSI?feature=share>,
<https://zoom.us/j/615079992> Webinar ID:
 615 079 992 or 888-475-4499 (toll free)

**Exhibit A to Staff Report of Resolution 23-5337
 Project Allocation List and Project Descriptions**

TPAC Recommended Investment Package	
Tualatin Valley Highway Bus Rapid Transit	\$5,000,000
82nd Avenue Bus Rapid Transit	\$5,000,000
Line 33 McLoughlin Transit Signal Priority	\$4,000,000
Climate Smart Implementation Program	\$1,800,000
Transportation System Management & Operations	\$3,000,000
Subtotal:	\$18,800,000

il meeting Agenda June 15, 2023

- 5.1 Resolution No. 23-5337, For the Purpose of Distributing \$18.8 Million of Carbon Reduction Program Funds for the Years 2022-2026, Pending Inclusion in the 2024-2027 MTIP.
 Presenter(s): Ted Leybold (he/him), Metro
 Grace Cho, Metro
 Attachments: [Resolution No. 23-5337](#)
[Exhibit A](#)
[Exhibit B](#)
[Staff Report](#)
[Attachment 1](#)

Original Programming for Key 23239

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ODOT Key: 23239 | MTIP ID: 71331

Carbon Reduction Program (Bucket) - Cycle 2024-29

Current Programming

phase	year	fund type	federal amount	minimum local match	other amount	total	hold from mtip
Other (explain)	2027		\$18,839,213	\$2,156,232		\$20,995,445	<input type="checkbox"/>
	2027	Carbon Reduction - Urban	\$18,839,213	\$2,156,232		\$20,995,445	
Totals >>			\$18,839,213	\$2,156,232	\$0	\$20,995,445	

Reduction made via December 2024 #2 Admin Mod splitting \$1.8 million of STBG from the PGB.

Phase Funding and Programming										
Fund Type	Fund Code	Year	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation (UR)	Construction (Cons)	Other	Total	
Federal Funds										
Carbon	Y601	2027						\$ 18,839,213	\$ -	
Carbon	Y601	2027						\$ 17,039,213	\$ 17,039,213	
								\$ -	\$ -	
Federal Totals:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,039,213	\$ 17,039,213	
Note: HSIP in PE and Construction is 100% federal										
State Funds										
Fund Type	Fund Code	Year	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total	
									\$ -	
									\$ -	
State Totals:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Funds										
Fund Type	Fund Code	Year	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total	
Local	Match	2027						\$ 2,156,232	\$ -	
Local	Match	2027						\$ 1,950,214	\$ 1,950,214	
								\$ -	\$ -	
Local Totals:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Phase Totals			Planning	PE	ROW	UR	Cons	Other	Total	
Existing Programming Totals:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,995,445	\$ 20,995,445	
Amended Programming Totals			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,989,427	\$ 18,989,427	
			Total Estimated Project Cost						\$ 18,989,427	
			Total Cost in Year of Expenditure:						\$ 18,989,427	

After the December #2 Admin Mod the revised Carbon funds for 23239 is \$17,039,213. \$5 million for the new 82nd Ave BRT planning study project is split through the formal amendment resulting in a revised Carbon amount of \$12,039,213 and required local match.



Metro
 2024-27 Metropolitan Transportation Improvement Program (MTIP)
 PROJECT AMENDMENT DETAIL WORKSHEET

MTIP Formal Amendment
COST INCREASE
 Create a small UR phase and
 increase Construction

Project #4

Project Details Summary

ODOT Key #	22435	RFFA ID:	N/A	RTP ID:	12095	RTP Approval Date:	11/30/2023
MTIP ID:	71257	CDS ID:	N/A	Bridge #:	N/A	FTA Flex & Conversion Code	No
MTIP Amendment ID:		JA24-04-JAN	STIP Amendment ID:		24-27-0586		

Summary of Amendment Changes Occurring:

The formal amendment adds a Utility Relocation phase and adds funds to the construction phase. . The changes are above the thresholds for administrative modifications. The net cost change is 26.6% which is above the 20% threshold for administrative cost changes to MTIP projects. The project requires the addition of a Utility phase (UR) to cover utility reimbursements and an increase in Construction phase (CN) to cover additional and increased project costs. The project will construct approximately 250 curb ramps along OR47, OR8, and US 30 in Forest Grove, Gaston, Vernonia, and Ranier. Construction cost bids are higher due to: 1) an abundance of work and firms experiencing resource and staffing limitations, 2) design and delivery are being outsourced with increases in temporary traffic features, 3) more locations than projected were found to require 3D modeling, 4) more signal and utility relocations, and 5) extensive earthwork to get slopes within allowable limits.

Project Name:	OR47/OR8/US30 Curb Ramps						
Lead Agency:	ODOT	Applicant:	ODOT	Administrator:	ODOT		
Certified Agency Delivery:	N/A	Non-Certified Agency Delivery:	N/A	Delivery as Direct Recipient:	N/A		

Short Description:

Construct to American Disabilities Act (ADA) standards, curbs and ramps at multiple locations along OR47, OR8, and US30 to reduce mobility barriers and make state highways more accessible to disabled persons

MTIP Detailed Description (Internal Metro use only):

At approximately 22 locations on OR47, OR8, and US30, construct to ADA standards curbs and ramps as part of the ODOT/AOCIL settlement to help reduce mobility barriers and make state highways more accessible to disable persons (RTP ID: 12095), (PGB = Yes, Safety & Ops) (OTC approval: March 2021, Item G), (Exempt 40 CFR93.126, Table 2, Air Quality - Bicycle and Pedestrian Improvements)

STIP Description:

Construct curb ramps to meet compliance with the Americans with Disabilities Act (ADA) standards.

Project Classification Details			
Project Type	Category	Features	System Investment Type
Active Transportation Complete Streets	Active Trans - Pedestrian	Sidewalks - Reconstruction	Capital Improvement
ODOT Work Type:	ADAP		

Phase Funding and Programming

Fund Type	Fund Code	Year	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation (UR)	Construction (Cons)	Other	Total
Federal Funds									
State STBG	Z24E Y240	2022		\$ 3,768,660					\$ -
State STBG	Z24E Y240	2023			\$ 1,356,718				\$ 1,356,718
AC-STBGS	ACPO	2024				\$ 26,919			\$ 26,919
State STBG	Y240	2024					\$ 7,944,848		\$ 7,944,848
AC-STBGS	ACPO	2024					\$ 3,455,011		\$ 3,455,011
Federal Totals:			\$ -	\$ 3,768,660	\$ 1,356,718	\$ 26,919	\$ 11,399,859	\$ -	\$ 12,783,496

Note: The estimated AC conversion code is State STBG

State Funds

Fund Type	Fund Code	Year	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
State	Match	2022		\$ 431,340					\$ 431,340
State	Match	2023			\$ 155,282				\$ 155,282
State (AC)	Match	2024				\$ 3,081			\$ 3,081
State	Match	2024					\$ 909,323		\$ 909,323
State (AC)	Match	2024					\$ 395,441		\$ 395,441
State Totals:			\$ -	\$ 431,340	\$ 155,282	\$ 3,081	\$ 1,304,764	\$ -	\$ 1,894,467

Local Funds									
Fund Type	Fund Code	Year	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
									\$ -
									\$ -
Local Totals:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Phase Totals	Planning	PE	ROW	UR	Cons	Other	Total
Existing Programming Totals:	\$ -	\$ 4,200,000	\$ 1,512,000	\$ -	\$ 8,854,171	\$ -	\$ 14,566,171
Amended Programming Totals	\$ -	\$ 4,200,000	\$ 1,512,000	\$ 30,000	\$ 12,704,623	\$ -	\$ 18,446,623
Total Estimated Project Cost							\$ 18,446,623
Total Cost in Year of Expenditure:							\$ 18,446,623

Programming Summary	Yes/No	Reason if short Programmed					
Is the project short programmed?	No	The project is not short programmed					
Programming Adjustments Details	Planning	PE	ROW	UR	Cons	Other	Totals
Phase Programming Change:	\$ -	\$ -	\$ -	\$ 30,000	\$ 3,850,452	\$ -	\$ 3,880,452
Phase Change Percent:	0.0%	0.0%	0.0%	100.0%	43.5%	0.0%	26.6%
Amended Phase Matching Funds:	\$ -	\$ 431,340	\$ 155,282	\$ 3,081	\$ 1,304,764	\$ -	\$ 1,894,467
Amended Phase Matching Percent:	N/A	10.27%	10.27%	10.27%	10.27%	N/A	10.27%

Phase Programming Summary Totals							
Fund Category	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
Federal	\$ -	\$ 3,768,660	\$ 1,356,718	\$ 26,919	\$ 11,399,859	\$ -	\$ 16,552,156
State	\$ -	\$ 431,340	\$ 155,282	\$ 3,081	\$ 1,304,764	\$ -	\$ 1,894,467
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ 4,200,000	\$ 1,512,000	\$ 30,000	\$ 12,704,623	\$ -	\$ 18,446,623

Phase Composition Percentages							
Fund Type	Planning	PE	ROW	UR	Cons	Other	Total
Federal	0.0%	89.7%	89.7%	89.7%	89.7%	0.0%	89.7%
State	0.0%	10.27%	10.27%	10.27%	10.27%	0.0%	10.27%
Local	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	0.0%	100.0%	100.0%	100.0%	100.0%	0.0%	100.0%

Phase Programming Percentage							
Fund Category	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
Federal	0.0%	20.43%	7.35%	0.15%	61.80%	0.0%	89.73%
State	0.0%	2.34%	0.8%	0.02%	7.07%	0.0%	10.27%
Local	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	0.0%	22.8%	8.20%	0.16%	68.87%	0.0%	100.0%

Project Phase Obligation History							
Item	Planning	PE	ROW	UR	Cons	Other	Federal
Total Funds Obligated		\$ 4,200,000	\$ 1,512,000				Aid ID
Federal Funds Obligated:		\$ 3,768,660	\$ 1,356,718				SA00(466)
EA Number:		PE003364	R9870000				FHWA or FTA
Initial Obligation Date:		12/22/2021	5/22/2023				FHWA
EA End Date:		N/A	N/A				FMIS or TRAMS
Known Expenditures:		N/A	N/A				FMIS

						Estimated Project Completion Date:	12/31/2027
Completion Date Notes:							

Are federal funds being flex transferred to FTA?	Yes/No	If yes, expected FTA conversion code:	N/A
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Notes: Expenditure Authorization (EA) information pertains primarily to projects under ODOT Local Delivery oversight.

Fiscal Constraint Consistency Review

1. What is the source of funding? **ODOT managed funds.**
2. Does the amendment include changes or updates to the project funding? **Yes. An UR is added along with an increase to the Construction phase.**
3. Was proof-of-funding documentation provided to verify the funding change? **Yes, per STIP Impacts Worksheet**
4. Did the funding change require OTC, ODOT Director, or ODOT program manager approval? **ODOT Director approval was required.**
5. Has the fiscal constraint requirement been properly demonstrated and satisfied as part of the MTIP amendment? **Yes.**

Project Location References

On State Highway	Yes/No	Route	MP Begin	MP End	Length
	Yes	OR47	17.88	20.29	2.41
	Yes	OR47	19.44	25.27	5.83
	Yes	OR47	60.87	62.77	1.9
	Yes	OR47	88.68	90.59	1.91
	Yes	OR47	88.53	88.53	0
	Yes	US30	46.66	48.4	1.74

Cross Streets	Route or Arterial	Cross Street	Cross Street
No	Not Applicable	Not Applicable	Not Applicable

Note: Routes or arterials with multiple site improvement locations shown as an aggregate total.

Summary of MTIP Programming and Last Formal/Full Amendment or Administrative Modification

1st Year Programmed	2022	Years Active	3	Project Status	5	(RW) Right-of Way activities initiated including R/W acquisition and/or utilities relocation.	
Total Prior Amendments	5	Last Amendment	Formal	Date of Last Amendment	October 2023	Last MTIP Amend Num	OC23-02-OCT
Last Amendment Action	COST INCREASE: Add OTC approved funding to address a construction phase funding shortfall due to inflationary cost impacts						

Anticipated Required Performance Measurements Monitoring

Metro RTP Performance Measurements	Congestion Mitigation	Climate Change Reduction	Economic Prosperity	Equity	Mobility Improvement	Safety	Notes
				X		X	The small portion in the Metro MPA boundary on OR47 at OR8 and north is in an EFA: POC = Yes, LEP = Yes. LI = Yes

RTP Air Quality Conformity and Transportation Modeling Designations

Is this a capacity enhancing or non-capacity enhancing project?	Non-capacity enhancing project
Is the project exempt from a conformity determination per 40 CFR 93.126, Table 2 or 40 CFR 93.127, Table 3?	Yes. The project is exempt per 40 CFR 93.126, Table 2, Other
Exemption Reference:	Other - Bicycle and Pedestrian Facilities
Was an air analysis required as part of RTP inclusion?	No. Not Applicable

If capacity enhancing, was transportation modeling analysis completed as part of RTP inclusion?	No. Not applicable. The project is not capacity enhancing
RTP Constrained Project ID and Name:	ID# 12095 - Safety & Operations Projects: 2023-2030
RTP Project Description:	Projects to improve safety and/or operational efficiencies such as pedestrian crossings, speed feedback signs, transit priority technology at signals on arterial roads, railroad crossing repairs, slide and rock fall protections, illumination, signals and signal operations systems, sidewalks, bicycle lanes, and other improvements that do not add motor vehicle capacity.

Project Location in the Metro Transportation Network		
Yes/No	Network	Designation
Yes	Motor Vehicle	OR47 in the project limits is identified as a Throughway
Yes	Transit	A small portion on OR47 in the project limits is designated as a Regional Bus route
Yes	Freight	OR47 in the project limits is identified as a Main Roadway Route
Yes	Bicycle	OR47 in the project limits is identified as a Bicycle Parkway
Yes	Pedestrian	OR47 in the project limits is identified as a Pedestrian Parkway

National Highway System and Functional Classification Designations			
System	Y/N	Route	Designation
NHS Project	Yes	OR47	Map-21 Principal Arterial
Functional Classification	Yes	OR47	Urban Other Principal Arterial
Federal Aid Eligible Facility	Yes	OR47	3 = Other Principal Arterial

Note: The US30 location is outside of the Metro MP A boundary area.

Additional RTP Consistency Check Areas
1. Is the project designated as a Transportation Control Measure? No.
2. Is the project identified on the Congestion Management Process (CMP) plan? Yes, on OR47 in the project limits.
3. Is the project included as part of the approved: UPWP? Not Applicable.
3a. If yes, is an amendment required to the UPWP? No.
3b. Can the project MTIP amendment proceed before the UPWP amendment? Yes.
3c. What is the UPWP category (Master Agreement, Metro funded stand-alone, Non-Metro funded Regionally Significant)? Not applicable.

4. Applicable RTP Goals:

Goal # 5 - Safety and Security:

Objective 5.1 Transportation Safety – Eliminate fatal and severe injury crashes for all modes of travel, data and analysis.

Goal #9: Equitable Transportation:

Objective 9.1 Transportation Equity – Eliminate disparities related to access, safety, affordability and health outcomes experienced by people of color and other historically marginalized communities.

5. Does the project require a special performance assessment evaluation as part of the MTIP amendment? **No. The project is not capacity enhancing nor does it exceed \$100 million in total project cost.**

Public Notification/Opportunity to Comment Consistency Requirement

1. Is a 30-day/opportunity to comment period required as part of the amendment? **Yes.**

2. What are the start and end dates for the comment period? **Estimated to be January 3, 2024 to February 2, 2024**

3. Was the comment period completed consistent with the Metro Public Participation Plan? **Yes.**

4. Was the comment period included on the Metro website allowing email submissions as comments? **Yes.**

5. Did the project amendment result in a significant number of comments? **Not expected.**

6. Did the comments require a comment log and submission plus review by Metro Communications staff and to Council Office? **Not expected.**

7. Added notes:

Fund Codes References

Advance Construction ADVCON (AC funds)	A funding placeholder tool. This fund management tool allows agencies to incur costs on a project and submit the full or partial amount later for Federal reimbursement if the project is approved for funding. Advance construction can be used to fund emergency relief efforts and for any project listed in the STIP, including surface transportation, interstate, bridge, and safety projects. The use of Advance Construction is normally only by the state DOT to help leverage their funding resources and keep projects on their respective delivery schedules.
AC-STBGS	This is the later projected federal conversion code for the advance constructions being programmed now. AC-STBGS means that the advance construction funds will be converted into State STBG funds
STBG	Surface Transportation Block Grant funds. A federal funding source (FHWA based) appropriated to the State DOT. The Surface Transportation Block Grant Program (STBG) promotes flexibility in State and local transportation decisions and provides flexible funding to best address State and local transportation needs.
State STBG	Appropriated STBG that remains under ODOT's management and commitment to eligible projects.
State	General state funds committed to the project to cover the required minimum federal match to the federal funds.

Fund Codes										
Phase	Fund Code	Description	Percent of Phase	Total Amount	Federal Percent	Federal Amount	State Percent	State Amount	Local Percent	Local Amount
PE	Y240	Surface Transportation Block Grant (STBG) - Flex IIIA	47.74%	2,005,228.00	89.73%	1,799,291.08	10.27%	205,936.92	0.00%	0.00
	Z24E	Surface transportation block grants - flex FAST ext	52.26%	2,194,772.00	89.73%	1,969,368.92	10.27%	225,403.08	0.00%	0.00
	PE Totals			100.00%	4,200,000.00		3,768,660.00		431,340.00	
RW	Y240	Surface Transportation Block Grant (STBG) - Flex IIIA	32.66%	493,797.38	89.73%	443,084.39	10.27%	50,712.99	0.00%	0.00
	Z240	SURFACE TRANSP BLOCK GRTS-FLEX	67.34%	1,018,202.62	89.73%	913,633.21	10.27%	104,569.41	0.00%	0.00
	RW Totals			100.00%	1,512,000.00		1,356,717.60		155,282.40	
UR	ACPO	ADVANCE CONSTRUCT PR	100.00%	30,000.00	89.73%	26,919.00	10.27%	3,081.00	0.00%	0.00
	UR Totals			100.00%	30,000.00		26,919.00		3,081.00	
CN	ACPO	ADVANCE CONSTRUCT PR	30.31%	3,850,452.00	89.73%	3,455,010.58	10.27%	395,441.42	0.00%	0.00
	Y240	Surface Transportation Block Grant (STBG) - Flex IIIA	69.69%	8,854,171.00	89.73%	7,944,847.64	10.27%	909,323.36	0.00%	0.00
	CN Totals			100.00%	12,704,623.00		11,399,858.22		1,304,764.78	
Grand Totals					18,446,623.00		16,552,154.82		1,894,468.18	0.00

STIP PROJECT VICINITY

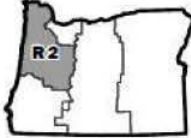
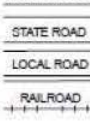
K22434 US101 CURB RAMPS (LINCOLN CITY/LINCOLN COUNTY)

K22435 OR47/OR8/US30 CURB RAMPS

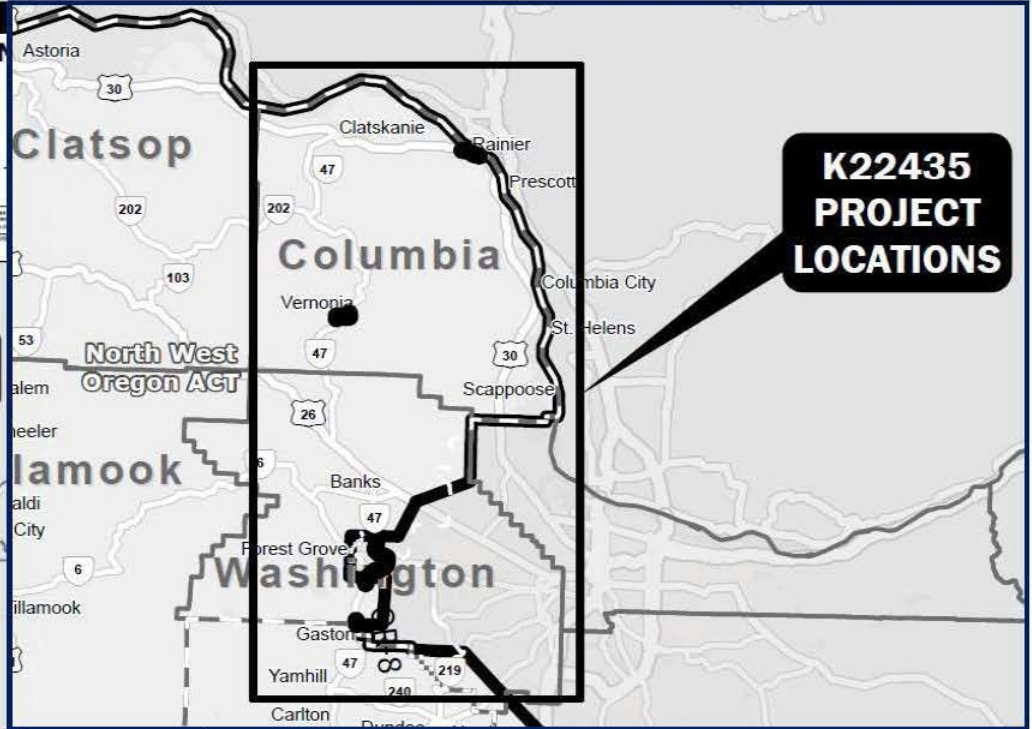
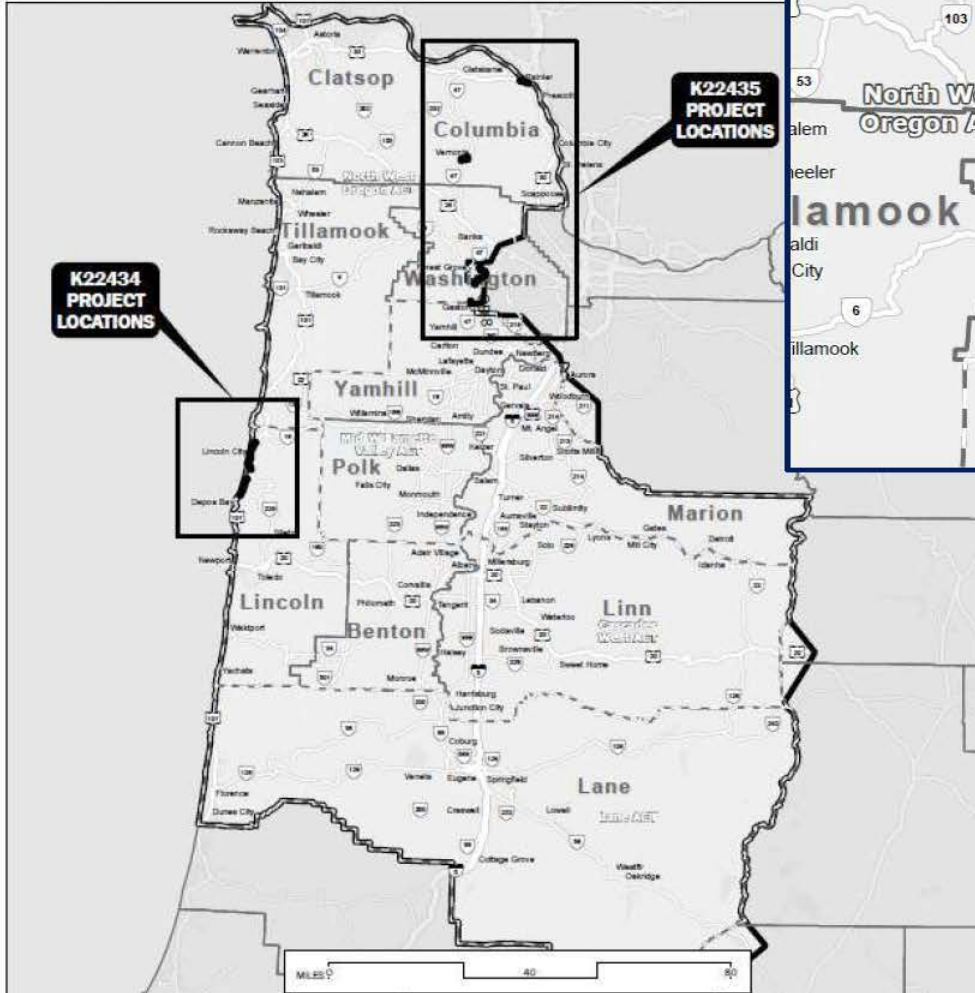
PROJECT LOCATION



INTERSTATE



Revised to reflect additional project locations. Users of this product should verify the information contained herein.





Metro
 2024-27 Metropolitan Transportation Improvement Program (MTIP)
 PROJECT AMENDMENT DETAIL WORKSHEET

MTIP Formal Amendment
ADD FUNDS
 Revise 5310 UZA estimates & add
 overmatch

Project #5

Project Details Summary							
ODOT Key #	22185	RFFA ID:	N/A	RTP ID:	11334 12096	RTP Approval Date:	11/30/2023
MTIP ID:	71214	CDS ID:	N/A	Bridge #:	N/A	FTA Flex & Conversion Code	No
MTIP Amendment ID:		JA24-04-JAN		STIP Amendment ID:		TBD	

Summary of Amendment Changes Occurring:
 The formal amendment modifies the estimate 5310 formula apportionments and adds local overmatch to the project. The net result is a cost increase of 49% which is above the 20% threshold for administrative changes involving cost changes.

Project Name:	Enhanced Seniors Mobility/Individuals w/Disabilities (2024) 5310						
Lead Agency:	TriMet	Applicant:	TriMet	Administrator:	FTA		
Certified Agency Delivery:	No	Non-Certified Agency Delivery:	No	Delivery as Direct Recipient:	Yes		

Short Description:
 Supports mobility management activities, purchase of services, operating, and preventative maintenance on vehicles for services focused on the elderly and persons with disabilities within the Portland Urbanized Area

MTIP Detailed Description (Internal Metro use only):
 Section 5310 funding supports elderly and persons with disability services (capital and operating expenses). Funds mobility management activities, purchase of services, operating, and preventive maintenance on vehicles for services focused on the elderly and persons with disabilities within the Portland Urbanized Area. Funds will be passed through to Ride Connection and used for TriMet’s LIFT Paratransit services.

STIP Description: Supports mobility management activities, purchase of services, operating, and preventative maintenance on vehicles for services focused on the elderly and persons with disabilities within the Portland urbanized area.

Project Classification Details			
Project Type	Category	Features	System Investment Type
Transit	Transit Operations		Other
ODOT Work Type:	Transit		

Phase Funding and Programming

Fund Type	Fund Code	Year	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation (UR)	Construction (Cons)	Other (Transit)	Total
Federal Funds									
5310 (50/505)	5310	2024						\$ 298,331	\$ 298,331
5310 (80/20)	5310	2024						\$ 1,782,846	\$ -
5310 (80/20)	5310	2024						\$ 1,806,718	\$ 1,806,718
Federal Totals:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,105,049	\$ 2,105,049

State Funds

Fund Type	Fund Code	Year	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
State Totals:									
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Local Funds

Fund Type	Fund Code	Year	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
Local (50/50)	Match	2024						\$ 298,331	\$ 298,331
Local (80/20)	Match	2024						\$ 445,712	\$ -
Local (80/20)	Match	2024						\$ 451,680	\$ 451,680
Other	OTH0	2024						\$ 1,355,039	\$ 1,355,039
Local Totals:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,105,050	\$ 2,105,050

Phase Totals	Planning	PE	ROW	UR	Cons	Other	Total
Existing Programming Totals:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,825,220	\$ 2,825,220
Amended Programming Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,210,099	\$ 4,210,099
Total Estimated Project Cost							\$ 4,210,099
Total Cost in Year of Expenditure:							\$ 4,210,099

Programming Summary	Yes/No	Reason if short Programmed					
Is the project short programmed?	No	The project is not short programmed					
Programming Adjustments Details	Planning	PE	ROW	UR	Cons	Other	Totals
Phase Programming Change:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,384,879	\$ 1,384,879
Phase Change Percent:	0.0%	0.0%	0.0%	0.0%	0.0%	49.0%	49.0%
Amended Matching Funds (20%):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 451,680	\$ 451,680
Amended Matching Funds (50%):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 298,331	\$ 298,331
Amended Match Percent (20%):	0.0%	0.0%	0.0%	0.0%	0.0%	20.0%	
Amended Match Percent (50%):	0.0%	0.0%	0.0%	0.0%	0.0%	50.0%	
Net Match % w/out Overmatch:	N/A	N/A	N/A	N/A	N/A		26.3%
Net Match % w/ Overmatch:	N/A	N/A	N/A	N/A	N/A		50.0%

Phase Programming Summary Totals

Fund Category	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,105,049	\$ 2,105,049
State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,105,050	\$ 2,105,050
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,210,099	\$ 4,210,099

Phase Composition Percentages

Fund Type	Planning	PE	ROW	UR	Cons	Other	Total
Federal	0.0%	0.0%	0.0%	0.0%	0.0%	50.0%	50.0%
State	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Local	0.0%	0.0%	0.0%	0.0%	0.0%	50.0%	50.0%
Total	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%

Phase Programming Percentage

Fund Category	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
Federal	0.0%	0.0%	0.0%	0.0%	0.0%	50.0%	50.0%
State	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Local	0.0%	0.0%	0.0%	0.0%	0.0%	50.0%	50.0%
Total	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%

Project Phase Obligation History							
Item	Planning	PE	ROW	UR	Cons	Other	Federal
Total Funds Obligated							Aid ID
Federal Funds Obligated:							N/A
EA Number:							FHWA or FTA
Initial Obligation Date:							FTA
EA End Date:							FMIS or TRAMS
Known Expenditures:							TrAMS
					Estimated Project Completion Date:		12/31/2025
Completion Date Notes:							
Are federal funds being flex transferred to FTA?		No		If yes, expected FTA conversion code:		N/A	
Notes: Expenditure Authorization (EA) information pertains primarily to projects under ODOT Local Delivery oversight.							

Fiscal Constraint Consistency Review
1. What is the source of funding? FTA Urbanized Zone Apportionment
2. Does the amendment include changes or updates to the project funding? Yes, minor updates to the federal formal estimates are occurring along with adding project overmatch
3. Was proof-of-funding documentation provided to verify the funding change? Yes, via TriMet Finance Department review and approvals.
4. Did the funding change require OTC, ODOT Director, or ODOT program manager approval? Approval to make changes from the TriMet Finance Department after a review of the formula apportionment estimates for FFY 2024.
5. Has the fiscal constraint requirement been properly demonstrated and satisfied as part of the MTIP amendment? Yes

Project Location References					
On State Highway	Yes/No	Route	MP Begin	MP End	Length
	No	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Cross Streets	Route or Arterial		Cross Street		Cross Street
	Not Applicable		Not Applicable		Not Applicable
Note: Routes or arterials with multiple site improvement locations shown as an aggregate total.					

Summary of MTIP Programming and Last Formal/Full Amendment or Administrative Modification						
1st Year Programmed	2024	Years Active	1	Project Status	T22	Programming actions in progress or programmed in current MTIP
Total Prior Amendments	1	Last Amendment	Administrative	Date of Last Amendment	May 2022	Last MTIP Amend Num AM22-11-FEB1
Last Amendment Action	DESCRIPTION UPDATE: The administrative modification updates the project name and short description to better align with the Program of Projects (POP) and project description to be used in the TrAMS grant					

Anticipated Required Performance Measurements Monitoring							
Metro RTP Performance Measurements	Congestion Mitigation	Climate Change Reduction	Economic Prosperity	Equity	Mobility Improvement	Safety	Notes
				X	X	X	Equity qualifies under the generic definition that the 5310 program serves seniors and disabled persons with barriers to transportation

RTP Air Quality Conformity and Transportation Modeling Designations	
Is this a capacity enhancing or non-capacity enhancing project?	Non-capacity enhancing project
Is the project exempt from a conformity determination per 40 CFR 93.126, Table 2 or 40 CFR 93.127, Table 3?	Yes. The project is exempt per 40 CFR 93.126, Table 2
Exemption Reference:	Mass Transit - Operating assistance to transit agencies.
Was an air analysis required as part of RTP inclusion?	No. Not Applicable
If capacity enhancing, was transportation modeling analysis completed as part of RTP inclusion?	No. Not applicable. The project is not capacity enhancing
RTP Constrained Project ID and Name:	ID# 12096 - TriMet Operations: Phase 1
RTP Project Description:	Operations of transit services, such as drivers, security, facilities and rolling stock.

Project Location in the Metro Transportation Network		
Yes/No	Network	Designation
No	Motor Vehicle	Not Applicable. 5310 is a region-wide program across the TriMet 3-county service area ↓
No	Transit	
No	Freight	
No	Bicycle	
No	Pedestrian	

National Highway System and Functional Classification Designations			
System	Y/N	Route	Designation
NHS Project	No	Not Applicable	Not Applicable
Functional Classification	No	Not Applicable	Not Applicable
Federal Aid Eligible Facility	N/A	Not Applicable	Not Applicable

Additional RTP Consistency Check Areas
1. Is the project designated as a Transportation Control Measure? No.
2. Is the project identified on the Congestion Management Process (CMP) plan? No.
3. Is the project included as part of the approved: UPWP? No. Not Applicable
3a. If yes, is an amendment required to the UPWP? No.
3b. Can the project MTIP amendment proceed before the UPWP amendment? Yes.
3c. What is the UPWP category (Master Agreement, Metro funded stand-alone, Non-Metro funded Regionally Significant)? Not applicable.
4. Applicable RTP Goals: <u>Goal #3 - Transportation Choices:</u> Objective 3.3 Access to Transit – Increase household and job access to current and planned frequent transit service. <u>Goal #9 - Equitable Transportation:</u> Objective 9.2 Barrier Free Transportation – Eliminate barriers that people of color, low income people, youth, <u>older adults, people with disabilities</u> and other historically marginalized communities face to meeting their travel needs.
5. Does the project require a special performance assessment evaluation as part of the MTIP amendment? No. The project is not capacity enhancing nor does it exceed \$100 million in total project cost.

Public Notification/Opportunity to Comment Consistency Requirement

1. Is a 30-day/opportunity to comment period required as part of the amendment? **Yes.**
2. What are the start and end dates for the comment period? **Estimated to be January 3, 2024 to February 2, 2024**
3. Was the comment period completed consistent with the Metro Public Participation Plan? **Yes.**
4. Was the comment period included on the Metro website allowing email submissions as comments? **Yes.**
5. Did the project amendment result in a significant number of comments? **Not expected.**
6. Did the comments require a comment log and submission plus review by Metro Communications staff and to Council Office? **Not expected.**
7. Added notes:

Fund Codes References

Local	General Local funds committed by the lead agency that normally cover the minimum match requirement to the federal funds
Other	Added local funds committed to the project phase above and beyond the required minimum match to the federal funds. Also referred to as "overmatch" funding.
5310	Federal (FTA based) transit funds. The 5310 program (49 U.S.C. 5310) provides formula funding to states and designated recipients to meet the transportation needs of older adults and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs

[home](#) | [admin](#) | [RTP](#) | [RFFA](#) | [MTIP](#) | [FUND](#) |

[details](#) | [costs](#) | [programming](#) | [map](#) | [amendments](#) | [obligations](#) | [earmarks](#) | [comments](#)

ODOT Key: 22185 | MTIP ID: 71214

Enhanced Seniors Mobility/Individuals w/Disabilities (2024) 5310 - Cycle 2024-29

Current Programming

phase	year	fund type	federal amount	minimum local match	other amount	total	hold from mtip
Transit	2024		\$2,081,177	\$744,043		\$2,825,220	<input type="checkbox"/>
	2014	5310 (50/50)	\$298,331	\$298,331		\$596,662	
	2014	5310 (80/20)	\$1,782,846	\$445,712		\$2,228,558	
Totals >>			\$2,081,177	\$744,043	\$0	\$2,825,220	

Project Details					Programming History		Programming Changes					
ODOT Key	MTIP ID Number	Lead Agency	Project Name	Project Short Description in MTIP	Current Programmed Year	Federal Fund Type	Current Federal Amount (Pre UZA adjustment)	Revised Federal Amount	Local Amount	Local Overmatch	Total	SLIP Project Phase?
FTA 5310 Funds							Current Federal	Revised Federal	Match	Overmatch	Total	Slip Phase?
22185	71213	TriMet	Enhanced Seniors Mobility/Individuals w/Disabilities (2024) 5310	Supports mobility management activities purchase of services operating and preventative maintenance on vehicles for services focused on the elderly and persons with disabilities within the Portland Urbanized Area	2024	5310	\$ 1,782,846	\$ 1,806,718	\$ 451,679.50	\$ 1,355,039	\$ 3,613,437	No
					2024	5310	\$ 298,331	\$ 298,331	\$ 298,331	\$ -	\$ 596,662	No
					Totals:		\$ 2,081,177	\$ 2,105,049	\$ 750,011	\$ 1,355,039	\$ 4,210,099	



Metro
 2024-27 Metropolitan Transportation Improvement Program (MTIP)
 PROJECT AMENDMENT DETAIL WORKSHEET

MTIP Formal Amendment
ADD FUNDS
 Revise 5310 UZA estimates & add
 overmatch

Project #6

Project Details Summary							
ODOT Key #	23188	RFFA ID:	N/A	RTP ID:	12096	RTP Approval Date:	11/30/2023
MTIP ID:	71317	CDS ID:	N/A	Bridge #:	N/A	FTA Flex & Conversion Code	No
MTIP Amendment ID:		JA24-04-JAN		STIP Amendment ID:		TBD	

Summary of Amendment Changes Occurring:
 The formal amendment modifies the estimate 5310 formula apportionments and adds local overmatch to the project. The net result is a cost increase of 50% which is above the 20% threshold for administrative changes involving cost changes.

Project Name:	Enhanced Seniors Mobility/ Individuals w/Disabilities (2025)						
Lead Agency:	TriMet	Applicant:	TriMet	Administrator:	FTA		
Certified Agency Delivery:	No	Non-Certified Agency Delivery:	No	Delivery as Direct Recipient:	Yes		

Short Description:
 Supports mobility management activities, purchase of services, operating, and preventative maintenance on vehicles for services focused on the elderly and persons with disabilities within the Portland Urbanized Area in FFY 2025

MTIP Detailed Description (Internal Metro use only):
 Section 5310 funding supports elderly and persons with disability services (capital and operating expenses). Funds mobility management activities, purchase of services, operating, and preventive maintenance on vehicles for services focused on the elderly and persons with disabilities within the Portland Urbanized Area. Funds will be passed through to Ride Connection and used for TriMet’s LIFT Paratransit services (5310 FFY 2025 allocation via UZA apportionment)

STIP Description: Supports mobility management activities purchase of services operating and preventative maintenance on vehicles for services focused on the elderly and persons with disabilities within the Portland urbanized area in federal fiscal year 2025.

Project Classification Details			
Project Type	Category	Features	System Investment Type
Transit	Transit Operations		Other
ODOT Work Type:	Transit		

Phase Funding and Programming

Fund Type	Fund Code	Year	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation (UR)	Construction (Cons)	Other (Transit)	Total
Federal Funds									
5310 (50/505)	5310	2025						\$ 307,281	\$ 307,281
5310 (80/20)	5310	2025						\$ 1,836,331	\$ -
5310 (80/20)	5310	2025						\$ 1,881,970	\$ 1,881,970
Federal Totals:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,189,251	\$ 2,189,251

State Funds

Fund Type	Fund Code	Year	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
State Totals:									
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Local Funds

Fund Type	Fund Code	Year	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
Local (50/50)	Match	2025						\$ 307,281	\$ 307,281
Local (80/20)	Match	2025						\$ 459,083	\$ -
Local (80/20)	Match	2025						\$ 470,493	\$ 470,493
Other	OTH0	2025						\$ 1,411,478	\$ 1,411,478
Local Totals:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,189,252	\$ 2,189,252

Phase Totals	Planning	PE	ROW	UR	Cons	Other	Total
Existing Programming Totals:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,909,976	\$ 2,909,976
Amended Programming Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,378,503	\$ 4,378,503
Total Estimated Project Cost							\$ 4,378,503
Total Cost in Year of Expenditure:							\$ 4,378,503

Programming Summary	Yes/No	Reason if short Programmed					
Is the project short programmed?	No	The project is not short programmed					
Programming Adjustments Details	Planning	PE	ROW	UR	Cons	Other	Totals
Phase Programming Change:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,468,527	\$ 1,468,527
Phase Change Percent:	0.0%	0.0%	0.0%	0.0%	0.0%	50.5%	50.5%
Amended Matching Funds (20%):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 470,493	\$ 470,493
Amended Matching Funds (50%):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 307,281	\$ 307,281
Amended Match Percent (20%):	0.0%	0.0%	0.0%	0.0%	0.0%	20.0%	
Amended Match Percent (50%):	0.0%	0.0%	0.0%	0.0%	0.0%	50.0%	
Net Match % w/out Overmatch:	N/A	N/A	N/A	N/A	N/A		26.2%
Net Match % w/ Overmatch:	N/A	N/A	N/A	N/A	N/A		50.0%

Phase Programming Summary Totals

Fund Category	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,189,251	\$ 2,189,251
State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,189,252	\$ 2,189,252
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,378,503	\$ 4,378,503

Phase Composition Percentages

Fund Type	Planning	PE	ROW	UR	Cons	Other	Total
Federal	0.0%	0.0%	0.0%	0.0%	0.0%	50.0%	50.0%
State	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Local	0.0%	0.0%	0.0%	0.0%	0.0%	50.0%	50.0%
Total	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%

Phase Programming Percentage

Fund Category	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
Federal	0.0%	0.0%	0.0%	0.0%	0.0%	50.0%	50.0%
State	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Local	0.0%	0.0%	0.0%	0.0%	0.0%	50.0%	50.0%
Total	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%

Project Phase Obligation History							
Item	Planning	PE	ROW	UR	Cons	Other	Federal
Total Funds Obligated							Aid ID
Federal Funds Obligated:							N/A
EA Number:							FHWA or FTA
Initial Obligation Date:							FTA
EA End Date:							FMIS or TRAMS
Known Expenditures:							TrAMS
						Estimated Project Completion Date:	12/31/2025
Completion Date Notes:							
Are federal funds being flex transferred to FTA?		No		If yes, expected FTA conversion code:		N/A	
Notes: Expenditure Authorization (EA) information pertains primarily to projects under ODOT Local Delivery oversight.							

Fiscal Constraint Consistency Review
1. What is the source of funding? FTA Urbanized Zone Apportionment
2. Does the amendment include changes or updates to the project funding? Yes, minor updates to the federal formal estimates are occurring along with adding project overmatch
3. Was proof-of-funding documentation provided to verify the funding change? Yes, via TriMet Finance Department review and approvals.
4. Did the funding change require OTC, ODOT Director, or ODOT program manager approval? Approval to make changes from the TriMet Finance Department after a review of the formula apportionment estimates for FFY 2025.
5. Has the fiscal constraint requirement been properly demonstrated and satisfied as part of the MTIP amendment? Yes

Project Location References					
On State Highway	Yes/No	Route	MP Begin	MP End	Length
	No	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Cross Streets	Route or Arterial		Cross Street		Cross Street
	Not Applicable		Not Applicable		Not Applicable
Note: Routes or arterials with multiple site improvement locations shown as an aggregate total.					

Summary of MTIP Programming and Last Formal/Full Amendment or Administrative Modification						
1st Year Programmed	2025	Years Active	0	Project Status	T22	Programming actions in progress or programmed in current MTIP
Total Prior Amendments	0	Last Amendment	Not Applicable	Date of Last Amendment	None	Last MTIP Amend Num Not Applicable
Last Amendment Action	Not Applicable					

Anticipated Required Performance Measurements Monitoring							
Metro RTP Performance Measurements	Congestion Mitigation	Climate Change Reduction	Economic Prosperity	Equity	Mobility Improvement	Safety	Notes
				X	X	X	Equity qualifies under the generic definition that the 5310 program serves seniors and disabled persons with barriers to transportation

RTP Air Quality Conformity and Transportation Modeling Designations	
Is this a capacity enhancing or non-capacity enhancing project?	Non-capacity enhancing project
Is the project exempt from a conformity determination per 40 CFR 93.126, Table 2 or 40 CFR 93.127, Table 3?	Yes. The project is exempt per 40 CFR 93.126, Table 2
Exemption Reference:	Mass Transit - Operating assistance to transit agencies.
Was an air analysis required as part of RTP inclusion?	No. Not Applicable
If capacity enhancing, was transportation modeling analysis completed as part of RTP inclusion?	No. Not applicable. The project is not capacity enhancing
RTP Constrained Project ID and Name:	ID# 12096 - TriMet Operations: Phase 1
RTP Project Description:	Operations of transit services, such as drivers, security, facilities and rolling stock.

Project Location in the Metro Transportation Network		
Yes/No	Network	Designation
No	Motor Vehicle	Not Applicable. 5310 is a region-wide program across the TriMet 3-county service area ↓
No	Transit	
No	Freight	
No	Bicycle	
No	Pedestrian	

National Highway System and Functional Classification Designations			
System	Y/N	Route	Designation
NHS Project	No	Not Applicable	Not Applicable
Functional Classification	No	Not Applicable	Not Applicable
Federal Aid Eligible Facility	N/A	Not Applicable	Not Applicable

Additional RTP Consistency Check Areas
1. Is the project designated as a Transportation Control Measure? No.
2. Is the project identified on the Congestion Management Process (CMP) plan? No.
3. Is the project included as part of the approved: UPWP? No. Not Applicable
3a. If yes, is an amendment required to the UPWP? No.
3b. Can the project MTIP amendment proceed before the UPWP amendment? Yes.
3c. What is the UPWP category (Master Agreement, Metro funded stand-alone, Non-Metro funded Regionally Significant)? Not applicable.
4. Applicable RTP Goals: <u>Goal #3 - Transportation Choices:</u> Objective 3.3 Access to Transit – Increase household and job access to current and planned frequent transit service. <u>Goal #9 - Equitable Transportation:</u> Objective 9.2 Barrier Free Transportation – Eliminate barriers that people of color, low income people, youth, <u>older adults, people with disabilities</u> and other historically marginalized communities face to meeting their travel needs.
5. Does the project require a special performance assessment evaluation as part of the MTIP amendment? No. The project is not capacity enhancing nor does it exceed \$100 million in total project cost.

Public Notification/Opportunity to Comment Consistency Requirement

1. Is a 30-day/opportunity to comment period required as part of the amendment? **Yes.**
2. What are the start and end dates for the comment period? **Estimated to be January 3, 2024 to February 2, 2024**
3. Was the comment period completed consistent with the Metro Public Participation Plan? **Yes.**
4. Was the comment period included on the Metro website allowing email submissions as comments? **Yes.**
5. Did the project amendment result in a significant number of comments? **Not expected.**
6. Did the comments require a comment log and submission plus review by Metro Communications staff and to Council Office? **Not expected.**
7. Added notes:

Fund Codes References

Local	General Local funds committed by the lead agency that normally cover the minimum match requirement to the federal funds
Other	Added local funds committed to the project phase above and beyond the required minimum match to the federal funds. Also referred to as "overmatch" funding.
5310	Federal (FTA based) transit funds. The 5310 program (49 U.S.C. 5310) provides formula funding to states and designated recipients to meet the transportation needs of older adults and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs



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ODOT Key: 23188 | MTIP ID: 71317

Enhanced Seniors Mobility/ Individuals w/Disabilities (2025) - Cycle 2024-29

Current Programming

phase	year	fund type	federal amount	minimum local match	other amount	total	hold from mtip
Transit	2025		\$2,143,612	\$766,364		\$2,909,976	<input type="checkbox"/>
	2014	5310 (50/50)	\$307,281	\$307,281		\$614,562	
	2014	5310 (80/20)	\$1,836,331	\$459,083		\$2,295,414	
Totals >>			\$2,143,612	\$766,364	\$0	\$2,909,976	

Project Details					Programming History		Programming Changes					SLIP Project Phase?
ODOT Key	MTIP ID Number	Lead Agency	Project Name	Project Short Description in MTIP	Current Programmed Year	Federal Fund Type	Current Federal Amount (Pre UZA adjustment)	Revised Federal Amount	Local Amount	Local Overmatch	Total	
23188	71317	TriMet	Enhanced Seniors Mobility/ Individuals w/Disabilities (2025)	Supports mobility management activities purchase of services operating and preventative maintenance on vehicles for services focused on the elderly and persons with disabilities within the Portland Urbanized Area in FFY 2025	2025	5310 (80/20)	\$ 1,836,331	\$ 1,881,970	470,493	\$ 1,411,478	\$ 3,763,941	No
					2025	5310 (50/50)	\$ 307,281	\$ 307,281	\$ 307,281	\$ -	\$ 614,562	No
					Totals:		\$ 2,143,612	\$ 2,189,251	\$ 777,774	\$ 1,411,478	\$ 4,378,503	



Metro
 2024-27 Metropolitan Transportation Improvement Program (MTIP)
 PROJECT AMENDMENT DETAIL WORKSHEET

MTIP Formal Amendment
SCOPE CHANGE
 Revise project name and description for scope update

Project #7

Project Details Summary							
ODOT Key #	20329	RFFA ID:	50285	RTP ID:	10127 (2018) 11746	RTP Approval Date:	11/30/2023
MTIP ID:	70882	CDS ID:	N/A	Bridge #:	N/A	FTA Flex & Conversion Code	No
MTIP Amendment ID:		JA24-04-JAN	STIP Amendment ID:		24-27-0592		

Summary of Amendment Changes Occurring: The formal amendment revises the project scope to primarily be located at the Marylhurst Dr intersection and be limited to intersection safety improvements and an upgrades traffic signal. The planned scope between Hidden Springs and Cedar Oak is no longer feasible due to adjacent projects not being completed as planned. Additionally, construction estimates for this section exceeded the available budget. A reduction in scope is necessary in order to deliver the remaining scope of the project, which will consist of upgrades to the Marylhurst/OR43 intersection. The intersection will be rebuilt as a protected intersection with a new traffic signal, new ADA ramps, and new bike facilities. As a result, PE requires additional funds to complete the scope adjustment. The ROW phase decreases allowing funds to be shifted from ROW to PE.

Project Name:	OR43: Marylhurst Dr - Hidden Springs Rd (West Linn) OR43: Willamette Dr at Marylhurst Dr (West Linn)						
Lead Agency:	West Linn	Applicant:	West Linn	Administrator:	ODOT		
Certified Agency Delivery:	No	Non-Certified Agency Delivery:	Yes	Delivery as Direct Recipient:	No		

Short Description:
 Construct a new cycle track and sidewalk along OR-43 from Cedar Oaks to Hidden Springs Rd. Install a new traffic signal at OR43 and Hidden Springs Rd.
 Construct a new protected signalized intersection at OR43/Marylhurst that provides separation for vehicles, pedestrians, and bicyclists and improves safety for all roadway users.

MTIP Detailed Description (Internal Metro use only):

~~Construct a new cycle track and sidewalk along OR-43 from Cedar Oaks to Hidden Springs Rd. Install a new traffic signal at OR43 and Hidden Springs Rd connecting to the new extension of Old River Rd to be constructed by the City of West Linn at OR43 and Marylhurst Drive. (RFFA 2019-21 award cycle)~~

In West Linn on OR43 (Willamette Dr) at Marylhurst Dr (MP 8.35 to MP 8.5), construct a new protected signalized intersection at OR43/Marylhurst that provides separation for vehicles, pedestrians, and bicyclists and improves safety for all roadway users. (RFFA 2019-21 award cycle)

STIP Description:

Construct a new protected signalized intersection at OR43/Marylhurst that provides separation for vehicles, pedestrians, and bicyclists and improves safety for all roadway users.

Project Classification Details			
Project Type	Category	Features	System Investment Type
Highway	Highway - Motor Vehicle	System Management and Operations	System Management and Operations
	Highway - Bike	Protected Parallel Facility	
	Highway - Pedestrian	Protected Parallel Facility	
ODOT Work Type:	BikePed		

Phase Funding and Programming									
Fund Type	Fund Code	Year	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation (UR)	Construction (Cons)	Other	Total
Federal Funds									
CMAQ	Z400 Z40E	2018		\$ 290,414					\$ -
TA-U	Z301	2018		\$ 805,304					\$ -
TA-U	Z301	2018		\$ 865,465					\$ 865,465
STBG-U	Y230	2018		\$ 116,649					\$ 116,649
State TA	Z300	2021			\$ 294,696				\$ -
TA-U	Z301	2021			\$ 234,535				\$ 234,535
CMAQ	Z400	2021			\$ 116,649				\$ -
CMAQ	Y400	2024				\$ 22,145			\$ 22,145
CMAQ	Y400	2024					\$ 2,570,792		\$ 2,570,792
Federal Totals:			\$ -	\$ 1,272,528	\$ 234,535	\$ 22,145	\$ 2,570,792	\$ -	\$ 3,809,586

Notes:

1. PE CMAQ was obligated under two different fund codes: Z400 (\$245,549) and Z40E (\$44,865)
2. ROW CMAQ is shifted to PE and changed to be STBG as a follow-on obligation and need to increase the PE phase.

State Funds									
Fund Type	Fund Code	Year	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
									\$ -
									\$ -
State Totals:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Funds									
Fund Type	Fund Code	Year	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
Local (CMAQ)	Match	2018		\$ 33,239					\$ 33,239
Local (TA)	Match	2018		\$ 92,171					\$ -
Local (TA)	Match	2018		\$ 99,056					\$ 99,056
Other	OTH0	2018		\$ 987,075					\$ -
Other	OTH0	2018		\$ 1,284,808					\$ 1,284,808
Local (STBG)	Match	2018		\$ 13,351					\$ 13,351
Local (StTA)	Match	2021			\$ 33,729				\$ -
Local (TA-U)	Match	2021			\$ 26,844				\$ 26,844
Local (CMAQ)	Match	2021			\$ 13,351				\$ -
Other	OTH0	2021			\$ 386,354				\$ -
Other	OTH0	2021			\$ 88,621				\$ 88,621
Local (CMAQ)	Match	2024				\$ 2,535			\$ 2,535
Other	OTH0	2024				\$ 25,320			\$ 25,320
Local (CMAQ)	Match	2024					\$ 294,239		\$ 294,239
Other	Oth0	2024					\$ 1,070,190		\$ 1,070,190
Local Totals:			\$ -	\$ 1,430,454	\$ 115,465	\$ 27,855	\$ 1,364,429	\$ -	\$ 2,938,203
Phase Totals			Planning	PE	ROW	UR	Cons	Other	Total
Existing Programming Totals:			\$ -	\$ 2,208,203	\$ 844,779	\$ 50,000	\$ 3,935,221	\$ -	\$ 7,038,203
Amended Programming Totals			\$ -	\$ 2,702,982	\$ 350,000	\$ 50,000	\$ 3,935,221	\$ -	\$ 7,038,203
Total Estimated Project Cost									\$ 7,038,203
Total Cost in Year of Expenditure:									\$ 7,038,203

Programming Summary	Yes/No	Reason if short Programmed					
Is the project short programmed?	No	The project is not short programmed					
Programming Adjustments Details	Planning	PE	ROW	UR	Cons	Other	Totals
Phase Programming Change:	\$ -	\$ 494,779	\$ (494,779)	\$ -	\$ -	\$ -	\$ (0)
Phase Change Percent:	0.0%	22.4%	-58.6%	0.0%	0.0%	0.0%	0.0%
Amended Phase Matching Funds:	\$ -	\$ 145,646	\$ 26,844	\$ 2,535	\$ 294,239	\$ -	\$ 469,264
Amended Phase Matching Percent:	N/A	10.27%	10.27%	10.27%	10.27%	N/A	10.27%

Phase Programming Summary Totals

Fund Category	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
Federal	\$ -	\$ 1,272,528	\$ 234,535	\$ 22,145	\$ 2,570,792	\$ -	\$ 4,100,000
State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local	\$ -	\$ 1,430,454	\$ 115,465	\$ 27,855	\$ 1,364,429	\$ -	\$ 2,938,203
Total	\$ -	\$ 2,702,982	\$ 350,000	\$ 50,000	\$ 3,935,221	\$ -	\$ 7,038,203

Phase Composition Percentages

Fund Type	Planning	PE	ROW	UR	Cons	Other	Total
Federal	0.0%	47.08%	67.01%	44.3%	65.3%	0.0%	58.3%
State	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Local	0.0%	52.9%	32.99%	55.7%	34.7%	0.0%	41.7%
Total	0.0%	100.0%	100.0%	100.0%	100.0%	0.0%	100.0%

Phase Programming Percentage

Fund Category	Planning	Preliminary Engineering (PE)	Right of Way (ROW)	Utility Relocation	Construction	Other	Total
Federal	0.0%	18.1%	3.3%	0.3%	36.5%	0.0%	58.3%
State	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Local	0.0%	20.3%	1.6%	0.4%	19.4%	0.0%	41.7%
Total	0.0%	38.4%	5.0%	0.7%	55.9%	0.0%	100.0%

Project Phase Obligation History							
Item	Planning	PE	ROW	UR	Cons	Other	Federal
Total Funds Obligated		\$ 2,702,982	\$ 350,000				Aid ID
Federal Funds Obligated:		\$ 1,272,528	\$ 234,535				S003(016)
EA Number:		PE002950	R9699000				FHWA or FTA
Initial Obligation Date:		4/9/2018	8/31/2021				FHWA
EA End Date:		7/31/2024	1/31/2025				FMIS or TRAMS
Known Expenditures:		\$ 1,942,948	\$ 180,865				FMIS
						Estimated Project Completion Date:	12/31/2027
Completion Date Notes:							
Are federal funds being flex transferred to FTA?		No		If yes, expected FTA conversion code:		N/A	
Notes: Expenditure Authorization (EA) information pertains primarily to projects under ODOT Local Delivery oversight.							

Fiscal Constraint Consistency Review	
1. What is the source of funding?.	The project was awarded both Metro RFFA funds and ODOT STIP funds.
2. Does the amendment include changes or updates to the project funding?	No. The overall project funding remains unchanged.
3. Was proof-of-funding documentation provided to verify the funding change?	Yes, per discussions with ODOT authorizing the fund shifts.
4. Did the funding change require OTC, ODOT Director, or ODOT program manager approval?	ODOT & Metro manager level to complete the fund shifts.
5. Has the fiscal constraint requirement been properly demonstrated and satisfied as part of the MTIP amendment?	Yes.

Project Location References					
	Yes/No	Route	MP Begin	MP End	Length
On State Highway	Yes	OR43	8.35	9.00 8.50	0.65 0.15
Cross Streets		Route or Arterial	Cross Street	Cross Street	
		Willamette Dr	Marylhurst Dr intersection	(before and after intersection)	
Note: Routes or arterials with multiple site improvement locations shown as an aggregate total.					

Summary of MTIP Programming and Last Formal/Full Amendment or Administrative Modification						
1st Year Programmed	2018	Years Active	7	Project Status	5	(RW) Right-of Way activities initiated including R/W acquisition and/or utilities relocation.
Total Prior Amendments	10	Last Amendment	Administrative	Date of Last Amendment	July 2023	Last MTIP Amend Num AM23-21-JUL1
Last Amendment Action	Slip Other/UR phase with Metro CMAQ of \$22,145 and match from FFY 2023 to FFY 2024					

Anticipated Required Performance Measurements Monitoring							
Metro RTP Performance Measurements	Congestion Mitigation	Climate Change Reduction	Economic Prosperity	Equity	Mobility Improvement	Safety	Notes
					X	X	The project is located outside of the identified Equity Focus Areas

RTP Air Quality Conformity and Transportation Modeling Designations

Is this a capacity enhancing or non-capacity enhancing project?	Non-capacity enhancing project
Is the project exempt from a conformity determination per 40 CFR 93.126, Table 2 or 40 CFR 93.127, Table 3?	Yes, the project is exempt under two areas.
Exemption Reference:	The project is exempt under two areas: - 40 CFR 93.126 Table 2 - Air Quality: Bicycle and Pedestrian facilities. - 40 CFR 93.127, Table 3, Intersection Signalization Projects at Individual Intersections
Was an air analysis required as part of RTP inclusion?	No.
If capacity enhancing, was transportation modeling analysis completed as part of RTP inclusion?	No. Not Applicable.
RTP Constrained Project ID and Name:	2018 RTP: ID# 10127 - OR 43 Multimodal Improvements - Holly St. to Mary S. Young State Park 2023 TRTP: ID 11746 - OR 43 Multimodal Improvements - Arbor Dr. to Mary S. Young Park
RTP Project Description:	(11746): Construction of multimodal transportation improvements on OR 43 (N. West Linn city limits to Mary S. Young Park) in accordance with 2016 TSP and 2016 Highway 43 Concept Plan, optimizing traffic flow at major intersections and improving ped/bike safety. Note: RTP reference is updated based on the new approved 2023 RTP

Project Location in the Metro Transportation Network		
Yes/No	Network	Designation
Yes	Motor Vehicle	OR43 at Marylhurst Dr is designated as a Major Arterial
Yes	Transit	OR43 at Marylhurst Dr is designated as a Frequent Bus
No	Freight	OR43 at Marylhurst Dr has no designation in the Freight network
Yes	Bicycle	OR43 at Marylhurst Dr is designated as a Bicycle Parkway
Yes	Pedestrian	OR43 at Marylhurst Dr is designated as a Pedestrian Parkway.

National Highway System and Functional Classification Designations			
System	Y/N	Route	Designation
NHS Project	Yes	OR43	Other NHS Routes
Functional Classification	Yes	OR43	Other Principal Arterial
Federal Aid Eligible Facility	Yes	OR43	FHWA Functional Classification Code: 3 (Urban Other Principal Arterial)

Additional RTP Consistency Check Areas	
1.	Is the project designated as a Transportation Control Measure? No.
2.	Is the project identified on the Congestion Management Process (CMP) plan? No.
3.	Is the project included as part of the approved: UPWP? No. Not Applicable
3a.	If yes, is an amendment required to the UPWP? Not Applicable.
3b.	Can the project MTIP amendment proceed before the UPWP amendment? Yes.
3c.	What is the UPWP category (Master Agreement, Metro funded stand-alone, Non-Metro funded Regionally Significant)?
4.	Applicable RTP Goal: Goal #5: Transportation Safety: Objective 5.1 - Transportation Safety – Eliminate fatal and severe injury crashes for all modes of travel.
5.	Does the project require a special performance assessment evaluation as part of the MTIP amendment? No. The project is not capacity enhancing nor does it exceed \$100 million in total project cost.

Public Notification/Opportunity to Comment Consistency Requirement	
1.	Is a 30-day/opportunity to comment period required as part of the amendment? Yes.
2.	What are the start and end dates for the comment period? Estimated to be January 3, 2024 to February 2, 2024
3.	Was the comment period completed consistent with the Metro Public Participation Plan? Yes.
4.	Was the comment period included on the Metro website allowing email submissions as comments? Yes.
5.	Did the project amendment result in a significant number of comments? Not expected.
6.	Did the comments require a comment log and submission plus review by Metro Communications staff and to Council Office? Not expected.
7.	Added notes:

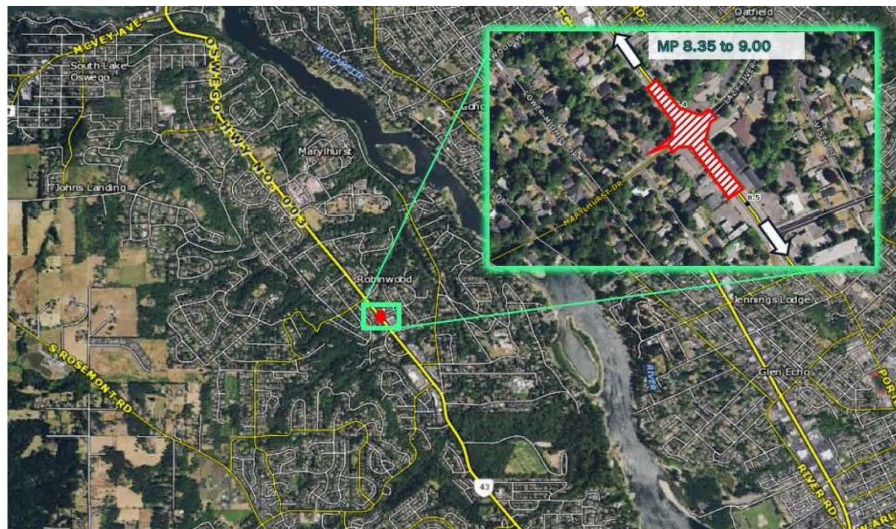
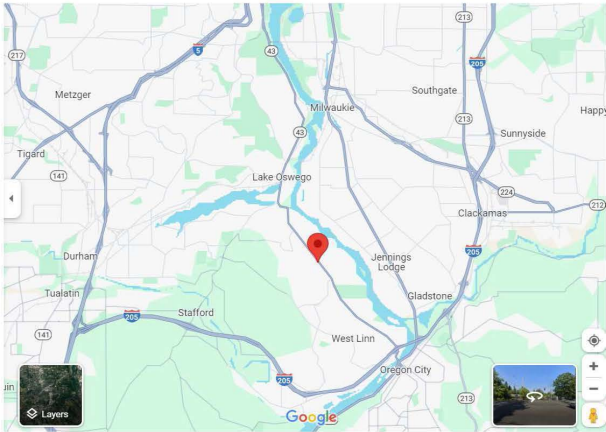
Fund Codes References

Local	General Local funds committed by the lead agency that normally cover the minimum match requirement to the federal funds
Other	Generally added local funds beyond the required minimum match to the federal funds that the lead agency commits to cover the phase costs. Also referred to as "Overmatch" funds.
CMAQ	Congestion Mitigation Air Quality (CMAQ) funds. CMAQ funds are a federal funding source (FHWA based) that provide a flexible funding source to State and local governments for transportation projects and programs to help meet the requirements of the Clean Air Act. Funding is available to reduce congestion and improve air quality for areas that do not meet the National Ambient Air Quality Standards for ozone, carbon monoxide, or particulate matter (nonattainment areas) and for former nonattainment areas that are now in compliance (maintenance areas). The funds are normally apportioned to the eligible states and then potentially sub-allocated to MPOs or other eligible agencies based on a formula allocation.
STBG	Surface Transportation Block Grant funds. A federal funding source (FHWA based) appropriated to the State DOT. The Surface Transportation Block Grant Program (STBG) promotes flexibility in State and local transportation decisions and provides flexible funding to best address State and local transportation needs.
State STBG	Appropriated STBG that remains under ODOT's management and commitment to eligible projects.
STBG-U	STBG funds that ODOT suballocates to Metro for use of eligible projects in urban areas
TA	Transportation Alternatives (TA) are a federal funding source (FHWA based). TA funds are set-aside from the Surface Transportation Block Grant (STBG) program. Eligible uses of the set-aside funds include all projects and activities that were previously eligible under the Transportation Alternatives Program under the Moving Ahead for Progress in the 21st Century Act (MAP-21). This encompasses a variety of smaller-scale transportation projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management, and environmental mitigation related to stormwater and habitat connectivity. TA funds are apportioned to the State DOT. A portion of the TA funds are then suballocated to the MPOs.
TA-S	TA funds that remain under ODOT's allocation and management.
TA-U	TA funds that are allocated to Metro and are generally used for eligible projects awarded federal funds through the Regional Flexible Fund Allocation (RFFA) funding call.

Project Name: **OR43: Willamette Dr at Marylhurst Dr (West Linn)** (DRAFT AMENDMENT DR)

Fund Codes

Phase	Fund Code	Description	Percent of Phase	Total Amount	Federal Percent	Federal Amount	State Percent	State Amount	Local Percent	Local Amount
PE	OTH0	OTHER THAN STATE OR	47.53%	1,284,807.76	0.00%	0.00	0.00%	0.00	100.00%	1,284,807.76
	Y230	STBG Urban - populations greater than 200,000 IJA	4.82%	130,000.00	89.73%	116,649.00	0.00%	0.00	10.27%	13,351.00
	Z301	TAP-U Over 200K Population	35.68%	964,521.19	89.73%	865,464.86	0.00%	0.00	10.27%	99,056.33
	Z400	CONGESTION MITIGATION FAST	10.12%	273,653.05	89.73%	245,548.88	0.00%	0.00	10.27%	28,104.17
	Z40E	Congestion mitigation FAST ext	1.85%	50,000.00	89.73%	44,865.00	0.00%	0.00	10.27%	5,135.00
	PE Totals			100.00%	2,702,982.00		1,272,527.74		0.00	
RW	OTH0	OTHER THAN STATE OR	25.32%	88,621.42	0.00%	0.00	0.00%	0.00	100.00%	88,621.42
	Z301	TAP-U Over 200K Population	74.68%	261,378.58	89.73%	234,535.00	0.00%	0.00	10.27%	26,843.58
	RW Totals			100.00%	350,000.00		234,535.00		0.00	
UR	OTH0	OTHER THAN STATE OR	50.64%	25,320.41	0.00%	0.00	0.00%	0.00	100.00%	25,320.41
	Y400	CMAQ congestion mitigation air quality IJA	49.36%	24,679.59	89.73%	22,145.00	0.00%	0.00	10.27%	2,534.59
UR Totals			100.00%	50,000.00		22,145.00		0.00		27,855.00
CN	OTH0	OTHER THAN STATE OR	27.20%	1,070,190.06	0.00%	0.00	0.00%	0.00	100.00%	1,070,190.06
	Y400	CMAQ congestion mitigation air quality IJA	72.80%	2,865,030.94	89.73%	2,570,792.26	0.00%	0.00	10.27%	294,238.68
	CN Totals			100.00%	3,935,221.00		2,570,792.26		0.00	
Grand Totals					7,038,203.00		4,100,000.00		0.00	2,938,203.00





Metro

600 NE Grand Ave.
Portland, OR 97232-2736

Memo

Date: January 19, 2024
To: Metro Council and Interested Parties
From: Ken Lobeck, Funding Programs Lead
Subject: January 2024 MTIP Formal Amendment & Resolution 24-5380 Approval Request

FORMAL MTIP AMENDMENT STAFF REPORT

Amendment Purpose Statement

FOR THE PURPOSE OF ADDING OR AMENDING SEVEN PROJECTS TO THE MTIP TO MEET FEDERAL DELIVERY REQUIREMENTS

BACKGROUND

What This Is - Amendment Summary:

The January 2024 Formal Metropolitan Transportation Improvement Program (MTIP) Formal/Full Amendment bundle adds or amends a total of seven projects.

What is the requested action?

JPACT approved Resolution 24-5380 on January 18, 2024, and now requests Metro Council provide the final approval to add and amend the seven projects to the 2024-27 MTIP.

A summary of the project changes occurring as part of the January 2024 Formal Amendment bundle

- **Key 23462. Beaverton School District EV Chargers project cancelation:**
Upon additional review of the project DEQ with the Beaverton School District, the Oregon Department of Environmental Quality (DEQ) has determined the Congestion Mitigation Air Quality (CMAQ) funded improvement project will not move forward and has requested ODOT cancel the project from the MTIP and STIP. The project proposed to add 22 electric charging stations to the existing 8 charge stations at its Transportation Service Center (TSC) in Beaverton. The CMAQ funds were awarded by DEQ to the Beaverton School District.
- **Key 23589 – NEW Metro 82nd Ave Bus Rapid Transit (BRT) Project Development project:**
 - Action: The formal amendment adds the new project development project to the MTIP and STIP. The project contains \$6 million of Metro approved Carbon Reduction Program (CRP) federal funds along with the required 10.27% minimum local match.

- The Carbon funds are being pulled from the Metro prior approved CRP Project Grouping Bucket (PGB) in Key 23239.
- The project development activities will complete pre-design, NEPA, and final design actions in support TriMet's effort to obtain an FTA Small Starts grant.
- TriMet will be submitting a similar project to complete design & NEPA activities in support of the 82nd Ave BRT project. The split project programming approach to complete the required project development activities has been reviewed and approved by FTA to proceed this way.
- **Key 23239, Metro Carbon Reduction Program Reserve and Key 23229, Metro Transit Corridor Development split project:**
 - Action: Split Project.
 - Split Carbon funds (\$6 million federal and STBG funds (\$1 million federal) are off the project grouping bucket and transfer them to support the new 82nd Ave BRT Project Development planning project in Key 23589.
 - January 18, 2024 added Note: A subsequent review of the Carbon funds by FHWA indicated there may be a possible eligibility issue with another Metro awarded Carbon funded project. To eliminate the conflict, the planned use of the \$1 million of STBG will be transferred and programmed to the project under the eligibility review. \$1 million of the Carbon funds from the eligibility project are being transferred to the new Metro 82nd Ave BRT Project Development project in Key 23589. This is a funding lateral move and does not reflect a scope, limits, description, or fiscal constraint change to the new 82nd Ave BRT Project Development project.
 - This is being done now to avoid an additional MTIP amendment later.
 - As a result, the January 2024 MTIP Formal Amendment bundle under Resolution 24-5380 is reduced from eight projects to seven projects. Key 23229 is removed from the amendment bundle.
 - The required 10.27% minimum local match is included.
- **Key 22435. ODOT - OR47/OR8/US30 Curb Ramps:**
 - Action: Cost Increase.
 - The project will construct curb ramps to ADA standards t various site locations at OR47 and US30. Most of the project is located outside of the Metropolitan Planning Boundary.
 - The project requires the addition of a Utility phase (UR) to cover utility reimbursements and an increase in Construction phase (CN) to cover additional and increased project costs.
 - The project will construct approximately 250 curb ramps along OR47, OR8, and US 30 in Forest Grove, Gaston, Vernonia, and Ranier.
 - The estimated construction phase costs have increased due to higher bids received. Per ODOT, the bids were higher than expected due to the following:
 - An abundance of work and firms are experiencing resource and staffing limitations impacting the submitted bids.
 - The design and delivery are being outsourced with increases in temporary traffic features.

- The project includes additional locations than were initially projected and found to require 3D modeling.
 - The project requires additional signal and utility relocations than estimated.
 - The project requires extensive earthwork to get slopes within allowable limits.
- **Key 22185 and 23188. TriMet - Enhanced Seniors Mobility/ Individuals w/Disabilities (2024 and 2025 appropriations):**
 - Action: Add Funds
 - Both projects belong to TriMet. They involve providing para-transit services to senior and to disable persons. The funding program is referred to as Section 5310.
 - A review of the FTA Urbanized Zone estimated appropriations indicated that the federal 5310 funds could be slightly increased.
 - TriMet is also adding local overmatching funds based on a total programming logic of 50% federal and 50% local funds supporting the 5310 services.
 - Adding the local overmatch results in a cost increase of 26.6%. This is above the 20% threshold for administrative cost increase and triggers the need for a formal amendment.
 - **Key 20329. West Linn - OR43: Willamette Dr at Marylhurst Dr (West Linn):**
 - Action: Scope Change
 - The formal amendment revises the project scope to primarily be located at the Marylhurst Dr intersection and be limited to intersection safety improvements and an upgrades traffic signal.
 - The planned scope between Hidden Springs and Cedar Oak is no longer feasible due to adjacent projects not being completed as planned.
 - Additionally, construction estimates for this section exceeded the available budget. A reduction in scope is necessary in order to deliver the remaining scope of the project, which will consist of upgrades to the Marylhurst/OR43 intersection.
 - The intersection will be rebuilt as a protected intersection with a new traffic signal, new ADA ramps, and new bike facilities.
 - As a result, PE requires additional funds to complete the scope adjustment. The ROW phase decreases allowing funds to be shifted from ROW to PE.

TPAC January 5 Meeting Summary:

TPAC members received their official MTIP formal amendment notification on January 5, 2024. Ken Lobeck provided an overview of the eight projects in the amendment bundle. He added that the minor programming technical change now would be needed to the 82nd Ave BRT project. The change will move the approved funding from the Planning phase to the Preliminary Engineering (PE) phase. Initially, staff were under the impression that Metro's project development would follow the logic of FHWA's definition and proceed no further than 30% design and only complete pre-NEPA scope actions. However, subsequent

discussions revealed Metro's project will support TriMet all the way through the completion of NEPA and final design. Because of this, the fund programming should be reflected in the Preliminary Engineering phase and not be programmed in the Planning phase.

Karen Buehrig, Clackamas County TPAC Representative asked about the origin logic for the split federal funding of Carbon Reduction and Surface Transportation Block Grant (STBG) funds committed to the project. She also inquired if we would see the other CRP awarded projects come forward in future MTIP amendments, or if this one had a special requirement. Ken Lobeck and Ted Leybold, Metro Resource Development Department Manager explained that the \$5 million of federal CRP funds was from the Metro prior approved Carbon Reduction Program funding call. The \$5 million is being split from the existing project grouping bucket that contains the \$18 plus million allocated to Metro. Additionally, as part of the IJA legislation Metro received added STBG which a portion was approved Council to support Unified Planning Work Program (UPWP) Transit Corridor Development planning needs. A total of \$2.5million was committed to this area. Out of this commitment, \$1 million of STBG is being split off the Transit Corridor bucket to support the 82nd Ave BRT Project Development project.

With no further discussion, TPAC unanimously voted to provide their approval recommendation to JPACT to approve Resolution 24-5380 containing the eight new and amended projects.

JPACT January 18, 2024 Meeting Summary:

The January 2024 MTIP Formal Amendment bundle under Resolution 24-5380 was included as a consent item on the Consent Calendar. JPACT unanimously passed the Consent Calendar without discussion.

Added Note: As mentioned under the summary for Keys 23589 and 23239, and 23229, an eligibility issue has arisen concerning the use of federal Carbon funds in supporting planning actions. The eligibility issue specifically applies the Metro awarded Climate Smart Implementation project that received \$1.8 million of awarded Carbon funds under Resolution 23-5337. The \$1.8 million of Carbon funds have been programmed in a separate project grouping bucket that is intended to support various eligible Climate Smart Implementation strategy development planning activities. These activities normally will be included into the annual Unified Planning Work Program (UPWP).

The Carbon Reduction Program (CRP) is a new approved funding program authorized from the Infrastructure Investment Act/Bipartisan Infrastructure Law (IIJA/BIL). The CRP is similar in structure to the Congestion Management Air Quality (CMAQ) improvement program. Like CMAQ, CRP projects must demonstrate specific carbon footprint reduction improvements. The purpose of the Carbon Reduction Program (CRP) is to reduce transportation emissions through the development of State carbon reduction strategies and by funding projects designed to reduce transportation emissions. In the April 21, 2022 FHWA memo entitled: Carbon Reduction Program (CRP) Implementation Guidance, FHWA

outlines the various eligibility requirements for use of the funds. The memo includes numerous eligible project types and categories. It also indicates support for the development of carbon reduction strategies. However, the memo does not further qualify the eligibility parameters. Therefore, Metro’s understanding of the eligibility guidelines was that planning activities that directly support the development and implementation of carbon reduction strategies were eligible. Apparently FHWA does not agree with this assessment and has stated planning activities are not eligible. To avoid any further complications with the Climate Smart Implementation program, the formal amendment includes a fund swap to replace the Carbon funds for STBG.

As a result of this action, \$1 million of Carbon funds initially programmed for the Climate Smart Implementation program will be swapped for the \$1 million of STBG committed to the new Metro 82nd Ave BRT Project Development. The remaining Carbon funds in the Climate Smart project grouping bucket will be swapped out for STBG later as well through a separate administrative action. The swap increases the 82nd Ave BRT Project Development project to \$6 million of Carbon funds and removes the STBG funds. There is no change in the total project cost or project scope as a result.

Key 23239 contains the STBG planned to support the new 82nd Ave BRT Project Development. The fund swap results in the removal of Key 23239 from the January 2024 MTIP Formal Amendment bundle. The total number of projects in the January 2024 MTIP Formal Amendment bundle under Resolution 24-5380 decreases from eight to seven.

**Exhibit A to Staff Report of Resolution 23-5337
Project Allocation List and Project Descriptions**

TPAC Recommended Investment Package	
Tualatin Valley Highway Bus Rapid Transit	\$5,000,000
82 nd Avenue Bus Rapid Transit	\$5,000,000
Line 33 McLoughlin Transit Signal Priority	\$4,000,000
Climate Smart Implementation Program	\$1,800,000
Transportation System Management & Operations	\$3,000,000
Subtotal:	\$18,800,000

METRO REQUIRED PROJECT AMENDMENT REVIEWS

In accordance with 23 CFR 450.316-328, Metro is responsible for reviewing and ensuring MTIP amendments comply with all federal programming requirements. Each project and their requested changes are evaluated against multiple MTIP programming review factors that originate from 23 CFR 450.316-328. They primarily are designed to ensure the MTIP is fiscally constrained, consistent with the approved RTP, and provides transparency in their updates, changes, and/or implementation. The programming factors include ensuring that the project amendments:

- Are eligible and required to be programmed in the MTIP.
- Properly demonstrate and fiscal constraint as a result of the required changes.

- Pass the RTP consistency review which requires a confirmation that the project(s) are identified in the current approved constrained RTP either as a stand- alone project or in an approved project grouping bucket.
- Are consistent with RTP project costs when compared with programming amounts in the MTIP.
- If a capacity enhancing project, the project is identified in the approved Metro modeling network and has completed required air conformity analysis and transportation demand modeling.
- Supports RTP goals and strategies consistency: Meets one or more goals or strategies identified in the current RTP.
- Contains applicable project scope elements that can be applied to Metro’s performance requirements.
- Verified to be part of the Metro’s annual Unified Planning Work Program (UPWP) for planning projects that may not be specifically identified in the RTP.
- Verified that the project location is part of the Metro regional transportation network, and is considered regionally significant, or required to be programmed in the MTIP per USDOT direction.
- Verified that the project and lead agency are eligible to receive, obligate, and expend federal funds.
- Does not violate supplemental directive guidance from FHWA/FTA’s approved Amendment Matrix.
- Reviewed and evaluated to determine if Performance Measurements will or will not apply.
- Successfully complete the required 30-day Public Notification/Opportunity to Comment period.
- Meets other MPO responsibility actions including project monitoring, fund obligations, and expenditure of allocated funds in a timely fashion.

APPROVAL STEPS AND TIMING

Metro’s approval process for formal amendment includes multiple steps. The required approvals for the January FFY 2024 MTIP Formal amendment (JA24-04-JAN) will include the following:

<u>Action</u>	<u>Target Date</u>
• TPAC Agenda mail-out.....	December 29, 2023
• Initiate the required 30-day public notification process.....	January 3, 2024
• TPAC notification and approval recommendation.....	January 5, 2024
• J PACT approval and recommendation to Council.....	January 18, 2024
• Completion of public notification process.....	February 2, 2023
• Metro Council approval.....	February 8, 2024

Notes:

- * The above dates are estimates. JPACT and Council meeting dates could change.
- ** If any notable comments are received during the public comment period requiring follow-on discussions, they will be addressed by JPACT.

USDOT Approval Steps (The below timeline is an estimation only):

<u>Action</u>	<u>Target Date</u>
• Final amendment package submission to ODOT & USDOT.....	February 13 ,2024
• USDOT clarification and final amendment approval.....	Early March 2024

ANALYSIS/INFORMATION

1. **Known Opposition:** None known at this time.
2. **Legal Antecedents:**
 - a. Amends the 2024-27 Metropolitan Transportation Improvement Program adopted by Metro Council Resolution 20-5335 on July 20, 2023 (FOR THE PURPOSE OF ADOPTING THE 2024-2027 METROPOLITAN TRANSPORTATION IMPROVEMENT PROGRAM FOR THE PORTLAND METROPOLITAN AREA)
 - b. Oregon Governor approval of the 2021-24 MTIP on September 13, 2023.
 - c. 2024-2027 Statewide Transportation Improvement Program (STIP) Approval and 2024 Federal Planning Finding on September 25, 2023.
3. **Anticipated Effects:** Enables the projects to obligate and expend awarded federal funds or obtain the next required federal approval step as part of the federal transportation delivery process.
4. **Metro Budget Impacts:** A follow-on budget change impact will occur as follows:
 - a. Required amendment changes to Keys 23462, 22435, 22185, 23188, and 20329 consist of non-Metro funding do not impact the Metro budget.
 - b. The addition of the new Metro 82nd Ave BRT Project Development study has an impact to the budget as follows:
 - i. The commitment to the budget of \$6 million of allocated and Metro approved Carbon Reduction Program (CRP) funds from Key 23239.
 - ii. The commitment of Carbon and STBG funds will also require a minimum match requirement of 10.27% of Metro local funds. This will equal a local commitment to the project of \$686,454.

RECOMMENDED ACTION:

JPACT approved Resolution 24-5380 on January 18, 2024 and now requests Metro Council provide the final approval to add and amend the seven projects to the 2024-27 MTIP.

No Attachments.

**Ordinance No. 24-1506 For the Purpose of Annexing to
the Metro District Approximately 2.02 Acres Located in
Wilsonville at the Northwest Corner of SW Frog Pond
Lane and SW Stafford Road**
Ordinances

Metro Council Meeting
Thursday, February 8, 2024

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ANNEXING TO THE) ORDINANCE NO. 24-1506
METRO DISTRICT BOUNDARY)
APPROXIMATELY 2.02 ACRES LOCATED IN) Introduced by Chief Operating Officer
WILSONVILLE AT THE NW CORNER OF SW) Marissa Madrigal with the Concurrence of
FROG POND LN AND SW STAFFORD RD) Council President Lynn Peterson

WHEREAS, Petras Homes, LLC has submitted a complete application for annexation of 2.02 acres of Wilsonville (“the territory”) to the Metro District; and

WHEREAS, the Metro Council added the territory to the urban growth boundary (UGB) by Ordinance No. 02-969B adopted on December 5, 2002; and

WHEREAS, Title 11 (Planning for New Urban Areas) of the Urban Growth Management Functional Plan requires annexation to the district prior to application of land use regulations intended to allow urbanization of the territory; and

WHEREAS, Metro has received consent to the annexation from the owners of the land in the territory; and

WHEREAS, the proposed annexation complies with Metro Code 3.09.070; and

WHEREAS, the Council held a public hearing on the proposed amendment on February 8, 2024; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The Metro District Boundary Map is hereby amended, as indicated in Exhibit A, attached and incorporated into this ordinance.
2. The proposed annexation meets the criteria in section 3.09.070 of the Metro Code, as demonstrated in the Staff Report dated January 22, 2024, attached and incorporated into this ordinance.

ADOPTED by the Metro Council this 8th day of February 2024.

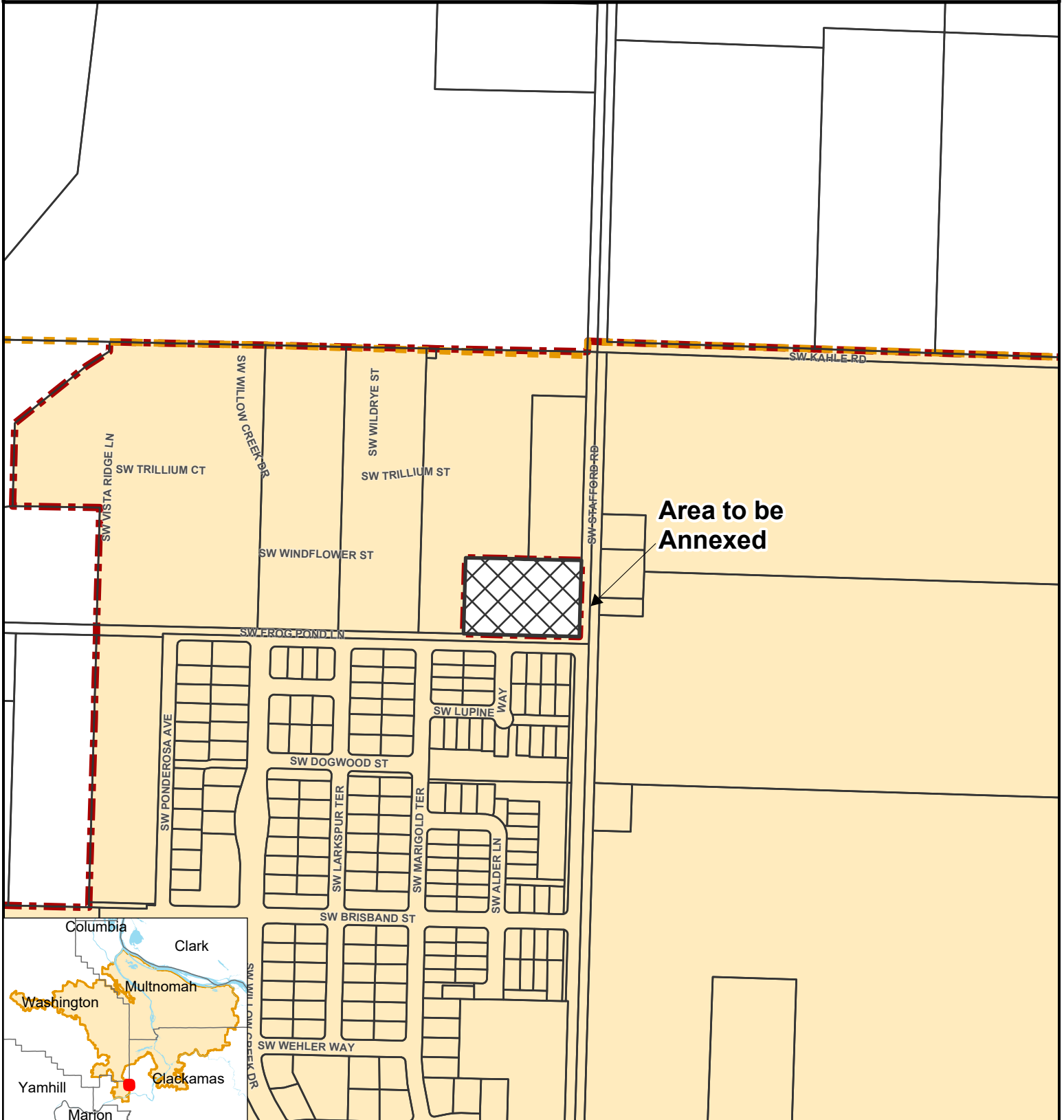
Lynn Peterson, Council President

Attest:




Approved as to form:

Connor Ayers, Recording Secretary

Carrie MacLaren, Metro Attorney



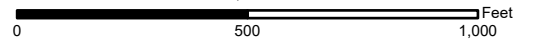
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 (503) 797-1742
<http://www.oregonmetro.gov/drc>

-  Taxlots
-  Urban growth boundary
-  Metro district boundary

Proposal No. AN0823



1:5,000



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STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 24-1506, FOR THE PURPOSE OF ANNEXING TO THE METRO BOUNDARY APPROXIMATELY 2.02 ACRES LOCATED IN WILSONVILLE AT THE NW CORNER OF SW FROG POND LN AND SW STAFFORD RD

Date: January 22, 2024
Department: Planning, Development & Research

Prepared by: Glen Hamburg
Associate Regional Planner

BACKGROUND

CASE: AN-0823, Annexation to Metro District Boundary

PETITIONER: Petras Homes, LLC
3673 SW Homesteader Rd, West Linn, OR 97068

PROPOSAL: The petitioner requests annexation of territory in Wilsonville to the Metro District Boundary.

LOCATION: The subject territory is a single tax lot located at the northwest corner of SW Frog Pond Ln and SW Stafford Rd, is approximately 2.02 acres in area, and can be seen in Attachment 1.

ZONING: The territory is zoned Residential Neighborhood (RN) by the City of Wilsonville.

The territory was added to the urban growth boundary (UGB) in 2002 and is part of the Frog Pond West Master Plan. The territory must be annexed into the Metro District for urbanization to occur.

APPLICABLE REVIEW CRITERIA

The criteria for an expedited annexation to the Metro District Boundary are contained in Metro Code (MC) Section 3.09.070.

3.09.070 Changes to Metro's Boundary

(E) The following criteria shall apply in lieu of the criteria set forth in subsection (d) of section 3.09.050. The Metro Council's final decision on a boundary change shall include findings and conclusions to demonstrate that:

- 1. The affected territory lies within the UGB;*

Staff Response:

The territory was brought into the UGB in 2002 through the Metro Council's adoption of Ordinance No. 02-969B. Therefore, the affected territory is within the UGB and the application meets the criteria of MC Subsection 3.09.070(E)(1).

2. *The territory is subject to measures that prevent urbanization until the territory is annexed to a city or to service districts that will provide necessary urban services; and*

Staff Response:

The subject territory was annexed to the City of Wilsonville by Ordinance No. 884 enacted by the Wilsonville City Council on January 4, 2024. Therefore, the application meets the criteria in MC Subsection 3.09.070(E)(2).

3. *The proposed change is consistent with any applicable cooperative or urban service agreements adopted pursuant to ORS Chapter 195 and any concept plan.*

Staff Response:

The subject territory is included in the Frog Pond West Master Plan (Master Plan) adopted by the Wilsonville City Council in 2017 for an area that is approximately one third of the area addressed in the Frog Pond Area Plan adopted in 2015. The Master Plan is a “supporting document” of the City’s adopted Comprehensive Plan. The Master Plan calls for urban residential development of the subject territory. Consistent with the Master Plan, the subject territory has a Comprehensive Plan Map designation and Zoning Map designation of Residential Neighborhood (RN). The proposed boundary change would allow for the prospective urban residential development of the subject territory. The subject territory is already within the UGB and the corporate limits of the City of Wilsonville; it is not in an urban reserve with a concept plan or in the land use jurisdiction of a county (i.e., Clackamas County), and urban services will be provided by the City of Wilsonville. The application meets the criteria in MC Subsection 3.09.070(E)(3).

ANALYSIS/INFORMATION

Known Opposition: There is no known opposition to this application.

Legal Antecedents: Metro Code 3.09.070 allows for annexation to the Metro District boundary.

Anticipated Effects: This amendment will add approximately 2.02 acres to the Metro District. The territory is currently within the UGB and approval of this request will allow for the urbanization of the territory to occur consistent with the Frog Pond West Master Plan.

Budget Impacts: The applicant was required to file an application fee to cover all costs of processing this annexation request. Therefore, there is no budget impact.

RECOMMENDED ACTION

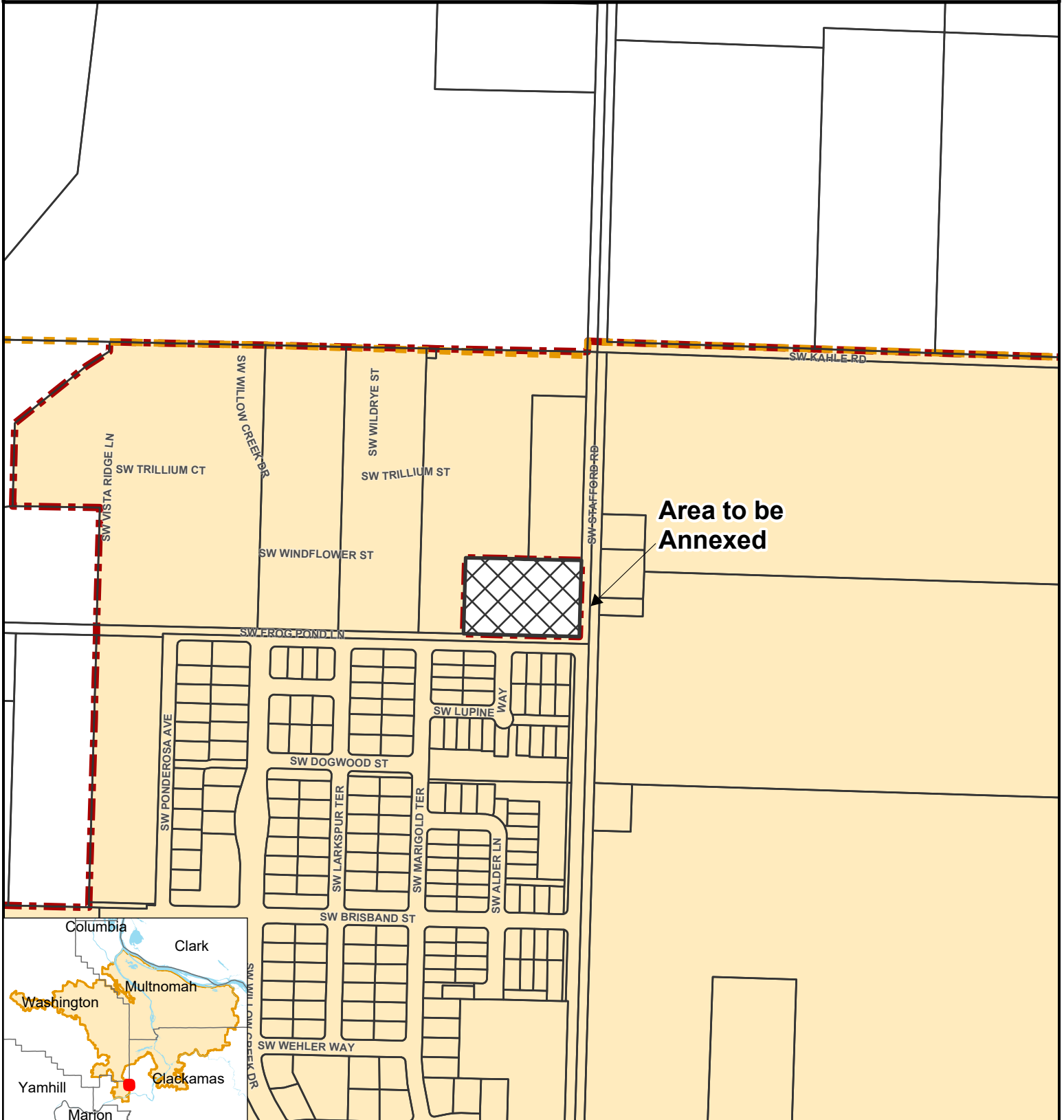
Staff recommends adoption of Ordinance No. 24-1506.

Proposal No. AN0823

3S1W12

Annexation to the Metro Service District




Clackamas County



Area to be Annexed



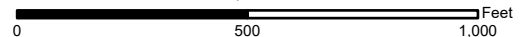
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-  Taxlots
-  Urban growth boundary
-  Metro district boundary

Proposal No. AN0823



1:5,000



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**Ordinance No. 24-1507 For the Purpose of Annexing to
the Metro District Approximately 5.39 Acres Located in
Wilsonville on the South Side of SW Frog Pond Lane, as
well as a Portion of the SW Frog Pond Lane Right-Of-
Way, West of SW Stafford Road**
Ordinances

Metro Council Meeting
Thursday, February 8, 2024

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ANNEXING TO THE) ORDINANCE NO. 24-1507
METRO DISTRICT BOUNDARY)
APPROXIMATELY 5.39 ACRES LOCATED IN) Introduced by Chief Operating Officer
WILSONVILLE ON THE SOUTH SIDE OF SW) Marissa Madrigal with the Concurrence of
FROG POND LN AND A PORTION OF THE SW) Council President Lynn Peterson
FROG POND LN RIGHT-OF-WAY)

WHEREAS, Sullivan Homes, LLC has submitted a complete application for annexation of 5.39 acres of Wilsonville (“the territory”) to the Metro District; and

WHEREAS, the Metro Council added the territory to the urban growth boundary (UGB) by Ordinance No. 02-969B adopted on December 5, 2002; and

WHEREAS, Title 11 (Planning for New Urban Areas) of the Urban Growth Management Functional Plan requires annexation to the district prior to application of land use regulations intended to allow urbanization of the territory; and

WHEREAS, Metro has received consent to the annexation from the owners of the land in the territory; and

WHEREAS, the proposed annexation complies with Metro Code 3.09.070; and

WHEREAS, the Council held a public hearing on the proposed amendment on February 8, 2024; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

- 1. The Metro District Boundary Map is hereby amended, as indicated in Exhibit A, attached and incorporated into this ordinance.
- 2. The proposed annexation meets the criteria in section 3.09.070 of the Metro Code, as demonstrated in the Staff Report dated January 22, 2024, attached and incorporated into this ordinance.

ADOPTED by the Metro Council this 8th day of February 2024.

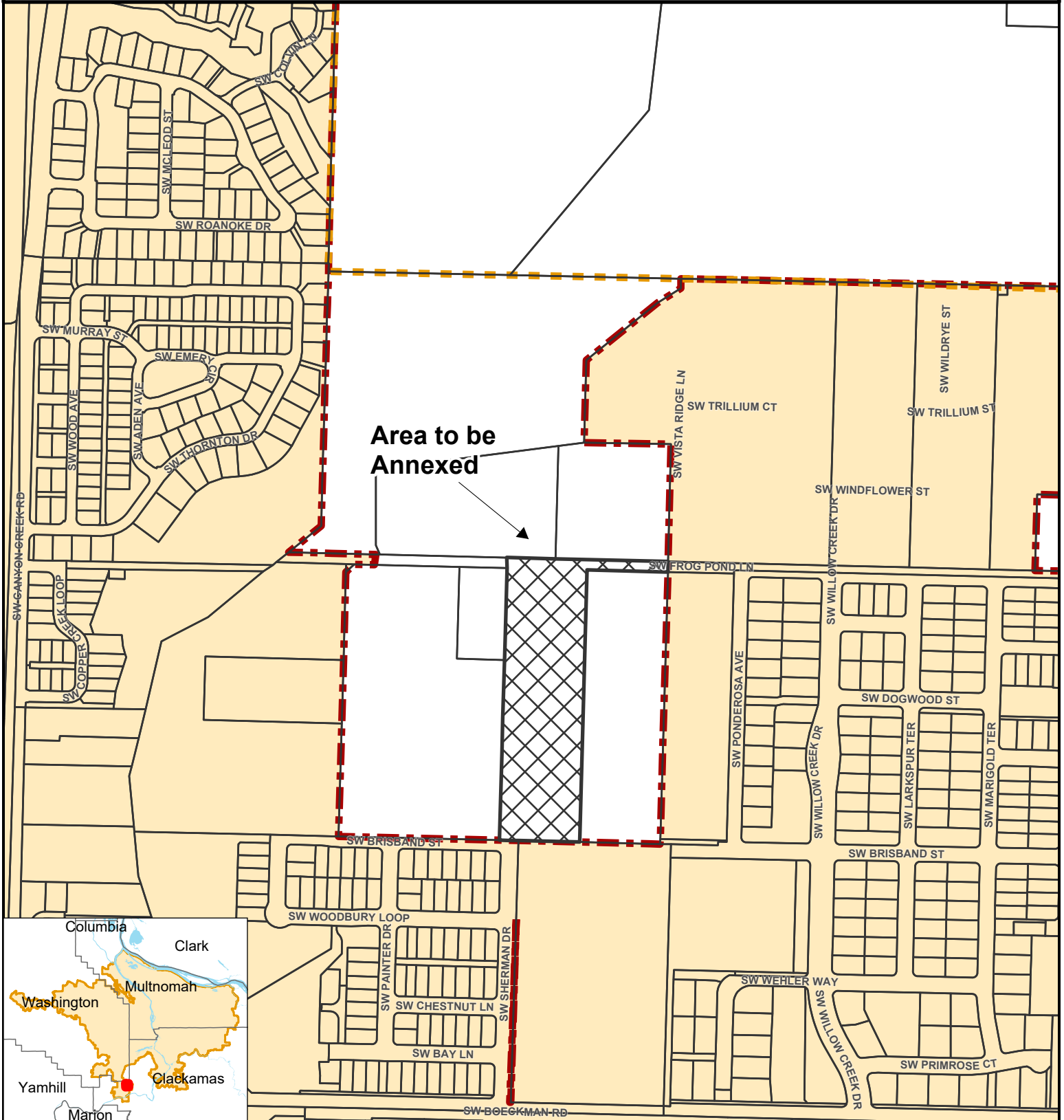
Lynn Peterson, Council President

Attest:

Approved as to form:

Connor Ayers, Recording Secretary




Carrie MacLaren, Metro Attorney



Area to be Annexed



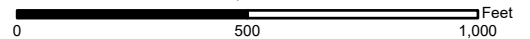
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-  Taxlots
-  Urban growth boundary
-  Metro district boundary

Proposal No. AN0923



1:5,000



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STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 24-1507, FOR THE PURPOSE OF ANNEXING TO THE METRO BOUNDARY APPROXIMATELY 5.39 ACRES LOCATED IN WILSONVILLE ON THE SOUTH SIDE OF SW FROG POND LN, AS WELL AS A PORTION OF THE SW FROG POND LN RIGHT-OF-WAY, WEST OF SW STAFFORD RD

Date: January 22, 2024
Department: Planning, Development & Research

Prepared by: Glen Hamburg
Associate Regional Planner

BACKGROUND

CASE: AN-0923, Annexation to Metro District Boundary

PETITIONER: Sullivan Homes, LLC
5832 Firestone Court, San Jose, CA 95138

PROPOSAL: The petitioner requests annexation of territory in Wilsonville to the Metro District Boundary.

LOCATION: The subject territory, totaling approximately 5.39 acres in area, includes two tax lots south of SW Frog Pond Ln and a portion of the SW Frog Pond Ln right-of-way, and can be seen in Attachment 1.

ZONING: The territory is zoned Residential Neighborhood (RN) by the City of Wilsonville.

The territory was added to the urban growth boundary (UGB) in 2002 and is part of the Frog Pond West Master Plan. The territory must be annexed into the Metro District for urbanization to occur.

APPLICABLE REVIEW CRITERIA

The criteria for an expedited annexation to the Metro District Boundary are contained in Metro Code (MC) Section 3.09.070.

3.09.070 Changes to Metro's Boundary

(E) The following criteria shall apply in lieu of the criteria set forth in subsection (d) of section 3.09.050. The Metro Council's final decision on a boundary change shall include findings and conclusions to demonstrate that:

- 1. The affected territory lies within the UGB;*

Staff Response:

The territory was brought into the UGB in 2002 through the Metro Council's adoption of Ordinance No. 02-969B. Therefore, the affected territory is within the UGB and the application meets the criteria of MC Subsection 3.09.070(E)(1).

2. *The territory is subject to measures that prevent urbanization until the territory is annexed to a city or to service districts that will provide necessary urban services; and*

Staff Response:

The subject territory is proposed for annexation to the City of Wilsonville in City File No. ANNX23-0001 and for urban re-zoning in City File No. ZONE23-001. Urbanization cannot occur until both of these files are approved by the City. Therefore, the application meets the criteria in MC Subsection 3.09.070(E)(2).

3. *The proposed change is consistent with any applicable cooperative or urban service agreements adopted pursuant to ORS Chapter 195 and any concept plan.*

Staff Response:

The subject territory is included in the Frog Pond West Master Plan (Master Plan) adopted by the Wilsonville City Council in 2017 for an area that is approximately one third of the area addressed in the Frog Pond Area Plan adopted in 2015. The Master Plan is a “supporting document” of the City’s adopted Comprehensive Plan. The Master Plan calls for urban residential development of the subject territory. Consistent with the Master Plan, the subject territory has a Comprehensive Plan Map designation and a pending Zoning Map designation of Residential Neighborhood (RN). The proposed Metro District Boundary change would allow for the prospective urban residential development of the subject territory. The subject territory is already within the UGB and is pending annexation to the corporate limits of the City of Wilsonville; it is not in an urban reserve with a concept plan or in the land use jurisdiction of a county (i.e., Clackamas County), and urban services will, if annexed as proposed to the City of Wilsonville, be provided by the City. The application meets the criteria in MC Subsection 3.09.070(E)(3).

ANALYSIS/INFORMATION

Known Opposition: There is no known opposition to this application.

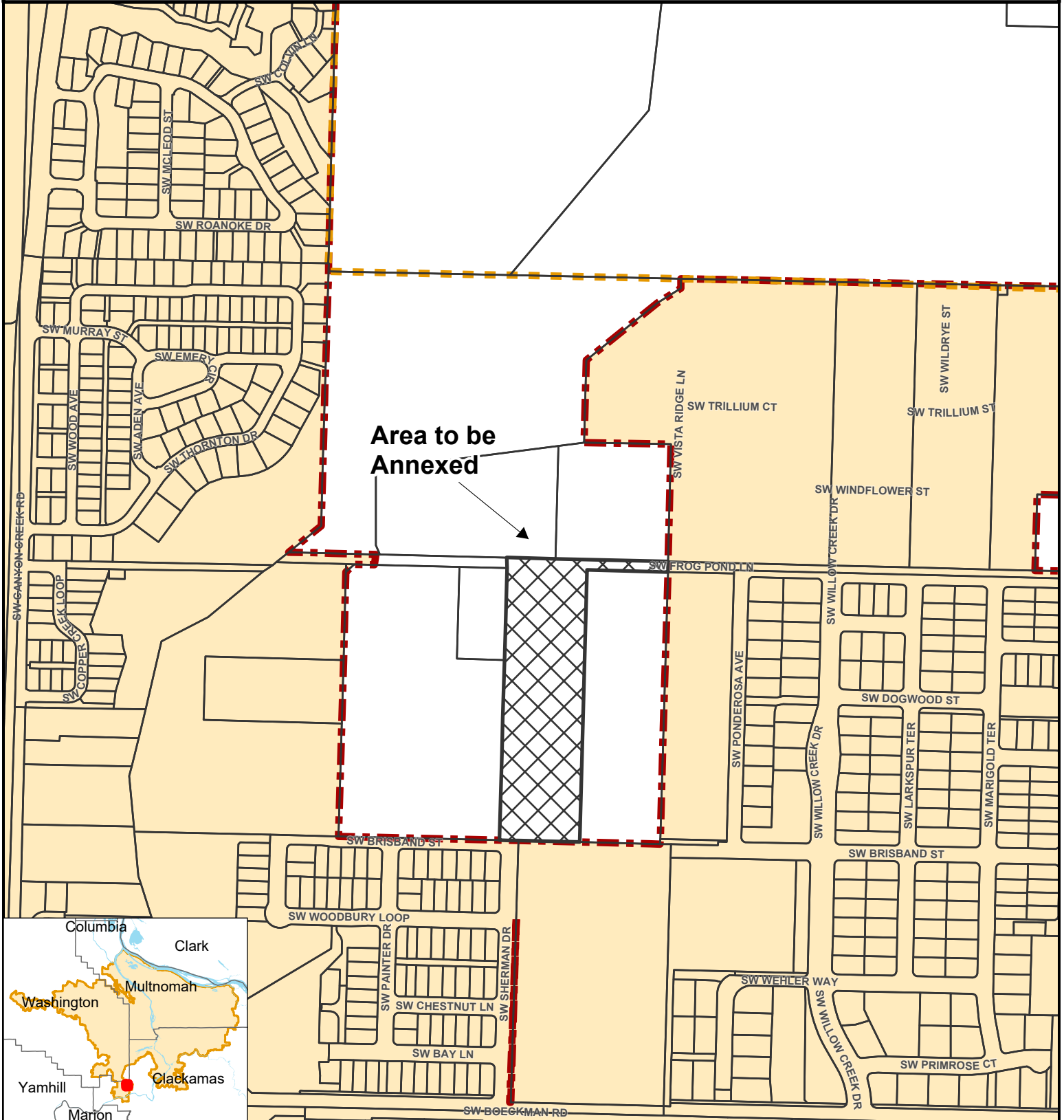
Legal Antecedents: Metro Code 3.09.070 allows for annexation to the Metro District boundary.

Anticipated Effects: This amendment will add approximately 5.39 acres to the Metro District. The territory is currently within the UGB and approval of this request will allow for the urbanization of the territory to occur consistent with the Frog Pond West Master Plan.

Budget Impacts: The applicant was required to file an application fee to cover all costs of processing this annexation request. Therefore, there is no budget impact.

RECOMMENDED ACTION




Staff recommends adoption of Ordinance No. 24-1507.



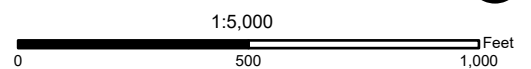
Area to be Annexed



Research Center
600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1742
<http://www.oregonmetro.gov/drc>

-  Taxlots
-  Urban growth boundary
-  Metro district boundary

Proposal No. AN0923



The information on this map was derived from digital databases on Metro's GIS. Care was taken in the creation of this map. Metro cannot accept any responsibility for errors, omissions, or positional accuracy. There are no warranties, expressed or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.

**Resolution No. 24-5388 For the Purpose of Ratifying
the Collective Bargaining Agreement with Laborer's
International Union of North America, Local 438**
Resolutions

Metro Council Meeting
Thursday, February 8, 2024

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF RATIFYING THE)	RESOLUTION NO. 24-5388
2023-2027 COLLECTIVE BARGAINING)	
AGREEMENT BETWEEN)	Introduced by Marissa Madrigal, Chief
LIUNA 483 AND METRO.)	Operating Officer, in concurrence with
)	Council President Lynn Peterson

WHEREAS, Metro’s designated representatives for labor relations have negotiated in good faith with LiUNA Local 483 (“the Union”); 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 8th day of February, 2024.

Lynn Peterson, Council President

Approved as to Form:

Carrie MacLaren, Metro Attorney

Exhibit A to Resolution 24-5388

Collective Bargaining Agreement

Between Metro and Laborers' International Union
of North America, Local 483

July 1, ~~2018-2023~~ – June 30, ~~2023~~2027

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LOCAL 483

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AGREEMENT between
METRO and the LABORERS' INTERNATIONAL UNION of NORTH AMERICA,
LOCAL NO. 483

THIS AGREEMENT, made and entered into by and between METRO, Portland, Oregon, its successors and assigns, hereinafter called the "Employer," and LABORERS' INTERNATIONAL UNION of NORTH AMERICA, LOCAL NO. 483, hereinafter called the "Union."

PREAMBLE:

The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, veteran status, political affiliation, disability for which a reasonable accommodation can be made, or any other status protected by law. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide job qualifications.

1. RECOGNITION:

1.1 The Employer recognizes the Union as the sole collective bargaining agent for all members of the Bargaining Unit, as identified in the wage schedules for LiUNA represented employees and employed by the Employer at the Oregon Zoo and Parks and Nature, excluding ~~Parks seasonal employees~~, confidential employees, supervisory employees including first line supervisors, administrative employees, ~~and~~ employees whose primary duties consist of security or guard functions.

1.2 No supervisor shall perform any of the work covered under this Agreement, except in cases of emergency. Emergency is defined as a situation beyond the control of the Employer, which the Employer could not anticipate, including but not limited to:

- (a) Unanticipated situations where Bargaining Unit employees were contacted, but were not available for work, or:
- (b) The Employer has made an unsuccessful attempt to contact Bargaining Unit employees at their current home number as listed with the Employer.

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

1.3 No first line supervisor shall perform the work covered under this Agreement except under the following circumstances:

1.3.1 In cases of emergency as defined in paragraph 1.2.

- 1.3.2 When the objective is to show, explain or train employees in the proper performance of their work assignments.
- 1.3.3 To reacquaint themselves with methods and routines, to maintain knowledge, skills and abilities, expertise or certification, or an understanding of the work provided, as long as the work done does not replace a regular employee of the Bargaining Unit.
- 1.4 Except as provided in this Article, work performed by classifications covered by this Agreement shall be performed at rates and conditions herein established. Any work, which is performed by bargaining unit employees shall not be contracted out until ~~Metro~~Employer indicates that the contracting out will result in reduced costs. When contracting out work is being considered, ~~Metro~~Employer shall withhold taking such action to provide the Union a reasonable opportunity for discussion of this matter, including alternative methods of performing the work. ~~Metro~~Employer will provide all available cost comparison data to the Union based on uniform specifications. However, except for union contractors, available cost comparisons must ~~include:~~include wage, health, welfare and pension costs equivalent to those contained in this agreement. The foregoing cost comparisons shall not apply to existing contracts and practices, including those that may be renewed. This does not, however, restrict the Employer from contracting out work previously subcontracted.
- 1.5 DEFINITIONS:
- 1.5.1 REGULAR EMPLOYEE:
Any employee who has completed the probationary period and works ~~40~~forty hours per week in a budget approved position, on a yearly basis in a job classification contained in the LIUNA Local 483 wage schedule.
- 1.5.2 REGULAR PART-TIME EMPLOYEE:
Any employee who has completed the probationary period and works in a budget approved position in which the scheduled hours of work are less than ~~40~~forty hours per week but at least more than ~~20~~twenty hours per week and who work in a job classification contained in the LIUNA Local 483 wage schedule, and such employment re-occurs each year.
- 1.5.3 VARIABLE HOUR EMPLOYEE:
Any non-regular status employee, whose period of employment will last no longer than 1040 hours in a fiscal year into a LIUNA variable hour position and ~~is—~~ ~~further~~is further defined in ~~Article 5~~Schedule B.
- 1.5.4 SEASONAL ~~EMPLOYEE~~PARK WORKERS:
~~Seasonal employees are employees hired in the~~ Seasonal Park Workers are a type of Variable Hour Employee and classification. ~~Seasonal employees~~ shall work no more than 1,200 hours in a fiscal year.

1.5.5

LIMITED DURATION EMPLOYEE:

An employee who is serving in a limited duration position as designated by management for a duration not less than three months. Employees hired into a limited duration position serve a probationary period and are governed under the same terms of the contract as regular status employees unless otherwise specified in this agreement. Limited duration positions must be for a defined period of time and must be tied to a specific project and/or temporary funding source.

Upon employment, all limited duration employees will be informed of the date at which their limited duration position is anticipated to end. Employees will be promptly informed when the ending date of their limited duration position is extended or if it will be ended prior to the anticipated end date. The Union will receive notice when a limited duration position is hired.

Employees newly hired into limited duration LiUNA positions shall not be entitled to any layoff or seniority rights under this agreement until they have been employed continuously for ~~three (3) years~~ one year in the limited duration position. At that time they will receive seniority back to their hire date in the classification they currently hold. If a regular LiUNA employee transitions to a limited duration position with a break in service of thirty ~~(30)~~ days or less, the employee shall have layoff and seniority rights to the employee's former regular status LiUNA classification based on the employee's seniority in that classification.

It is not the employer's intent to fill current regular status positions with limited duration positions. Limited duration employees shall not be used to replace and/or diminish wages, hours, or other conditions of employment of existing bargaining unit employees, or in a manner that circumvents the appropriate establishment of regular status positions.

~~1.5.6 PROBATIONARY PERIOD:~~

~~The first one hundred and eighty (180) calendar days of a person's appointment to a new or promotional position. This is a continuation of the recruitment/selection process during which an employee is required to demonstrate fitness for the position to which the employee is hired or promoted. The probationary period is for the Employer's internal screening process only and does not confer any form of tenure or other expectation of continued employment. Employees serving their initial probationary period have all rights outlined by this collective bargaining agreement, except where otherwise noted herein, and for access to grievance procedures. (See also Articles 17.2, 18.1, 18.3, and 25.3)~~

~~1.5.7 WORK UNIT:~~

~~For the purposes of this Agreement, Work Units are defined as follows:~~

<u>Oregon Zoo</u>	<u>Parks and Nature</u>
Admissions	Park Operations and Conservation
Animal Care	
Cash Office	
Litter Patrol	
Custodial	
Maintenance	
Horticulture	
Railroad	
Veterinary Services	
Animal Nutrition Center	
Warehouse	

2. MANAGEMENT RIGHTS:

The Employer shall have and retain sole responsibility for the management and operation of the Zoo and Parks direction and control of its work force, facilities, properties, programs and activities, except as expressly limited by the terms of this Agreement. These rights include but are not limited to the following, and shall be consistent with other provisions of this contract:

- (1) Determination of ~~Metro~~Employer'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~~Employer;
- (3) Determining the methods, means, number of personnel needed to carry out any department's mission;
- (4) Hiring and assigning or transferring employees within or between departments;
- (5) To promote, suspend, discipline or discharge;
- (6) To layoff or relieve employees due to lack of work or funds or for other legitimate reasons;
- (7) To make, publish and enforce rules and regulations including personnel rules and policies that do not violate any specific provision of this Agreement;
- (8) To introduce new or improved methods, equipment or facilities;
- (9) To complete performance evaluations of employees as required; and

(10) To classify, reclassify or merge positions as required.

Nothing in this clause is intended to supersede any right to negotiate mandatory subjects of collective bargaining as outlined in State or Federal law.

3. MAINTENANCE OF STANDARDS:

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

4. CLASSIFICATIONS:

4.1 All job classifications covered by this Agreement shall have a description of the duties and responsibilities made up by the Employer and available for inspection. Before classifying a newly created position or reclassifying or merging an existing position or positions, the Employer shall notify the Union and discuss the effect thereof.

4.2 Whenever the Employer creates a new classification which comes under the jurisdiction of the Union, or modifies the job duties of existing classifications, to trigger bargaining obligations under ORS 243.698, the Employer and the Union shall meet immediately to negotiate a wage scale as a result of such changes. Simultaneously, the Employer will implement a wage scale for a new or substantially revised classification which will remain in effect subject to negotiations between the Employer and the Union. If negotiations result in an increase to the wage scale, the increase shall be effective back to the date the new or revised classification was implemented. If agreement is not reached, final wage scale determination will be made by a three ~~(3)~~ person panel consisting of one ~~(1)~~ Employer selected representative; one ~~(1)~~ Union selected representative, and one ~~(1)~~ neutral party to be selected by mutual agreement between the Employer and the Union.

5. VARIABLE HOUR EMPLOYEES:

~~All provisions of the~~ Details of provisions of this collective bargaining agreement which apply to Variable Hour and Seasonal employees can be found in schedule B. except ~~Article 9 (Hours of Work — with the exception of article 9.4, 9.5, and 9.6, which still apply), Article 12 (Reporting Pay and Minimum Pay), Article 13 (Seniority), Article 14 (Vacancies), Article 16 (Reductions in Force), Article 17 (Vacation), Article 18 (Holidays), Article 19 (Health and Welfare), Article 22 (Other Leaves), and as stated otherwise in the collective bargaining agreement.~~

5.1 SCOPE OF VARIABLE HOUR EMPLOYMENT:

5.1.1 A variable hour employee shall be defined as an employee hired for the purpose of meeting emergency, non-recurring or ~~short term~~short-term workload needs, or to replace an employee during an approved leave period. Seasonal employees are employees hired in the Seasonal Park Worker classification.

5.1.2 Employees hired to fill variable hour positions shall be notified by the Employer, upon hiring, that the employee will be employed in the variable hour position for no more than 1040 hours per fiscal year. Seasonal employees shall work no more than 1,200 hours in a fiscal year.

5.1.3 It is not the Employer's intention to replace regular employees with variable hour or seasonal employees.

~~5.1.4 Variable hour and seasonal employees have the option of taking concerns on work related issues to their supervisor, other manager, or Human Resources to review and attempt resolution of issues. Variable hour and seasonal employees have the option of having a shop steward accompany them when taking work related concerns to management, or the shop steward may serve as proxy and bring the concern forward on behalf of the variable hour employee. Retaliation for bringing a concern forward or for participating in the investigation of a concern is prohibited.~~

~~Variable hour and seasonal employees with more than two (2) consecutive years of service since their most recent date of hire in a LiUNA represented position will not receive disciplinary action without just cause and may process their grievances under the full scope of the rights provided within Article 26. Consecutive years of service means continuous employment in which the employee has been scheduled and worked during the last twelve months.~~

~~5.1.5 Variable hour and seasonal employees with less than two (2) consecutive years of service since their most recent date of hire in a LiUNA represented position are at will. Consecutive years of service means continuous employment in which the employee has been scheduled and worked during the last twelve months. The Employer reserves the right to terminate these variable hour employees at any time and for any reason, including lack of work, with or without cause.~~

All documented discipline shall be signed by the appropriate manager and a copy given to the employee.

~~5.2 VARIABLE HOUR AND SEASONAL EMPLOYEE HEALTHCARE INCENTIVE:~~

~~Any variable hour or seasonal employee, who has been employed with Metro for more than 365 consecutive days in a LiUNA represented position, will be eligible for a temporary healthcare incentive of \$100 in any month they work 80 hours or more. Consecutive days of service means continuous employment in which the employee has been scheduled and worked during the last twelve months.~~

~~5.3 HOLIDAYS:~~

~~Notwithstanding any other provision of the Holiday Article 18, variable hour and seasonal employees shall be entitled to compensation for a holiday only if they work on the holiday. If a variable hour employee works on the holiday they will be compensated for hours worked at one and one half (1.5) time. The observed holidays are as follows:~~

~~New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.~~

~~5.4 FUNERAL LEAVE:~~

~~A variable hour or seasonal employee can request and will receive up to (8) eight hours paid funeral leave to attend the funeral of their spouse, domestic partner, parent (includes those who stand "in loco parentis"), legal guardians, children, sister, brother, grandparent, grandchildren, father in law, mother in law, sister in law, brother in law, daughter in law or son in law or any relative living in the employees household, provided they were scheduled to work that day. The number of hours of leave will be the number of hours scheduled to work the day of the funeral, up to eight hours.~~

~~5.5 REPORTING PAY AND MINIMUM PAY:~~

~~A variable hour or seasonal employee who reports to work as scheduled, but where work is not available or made available for them, shall receive a minimum of four (4) hours of pay at their regular rate. An employee who requests to leave early shall be paid only for hours worked.~~

~~Any variable hour or seasonal employee required to work a split shift shall be paid at the rate of time and one half (1 ½) for not less than eight (8) hours of such shift (exclusive of any overtime worked in addition thereto). Time worked on the employee's sixth (6th) or seventh (7th) day shall not be covered by this paragraph.~~

~~When the relevant director or designee has determined that inclement weather conditions exist and the worksite has been closed, employees required to work will receive pay at the overtime rate for all hours worked with a minimum of four (4) hours paid at the overtime rate.~~

~~5.6 SHIFT TRANSFER~~

~~Article 10 (Shifts) shall apply to variable hour and seasonal employees with the exception of Article 10.2 and as otherwise stated in the collective bargaining agreement.~~

5.75.2 MEETING – USE OF VARIABLE HOUR AND SEASONAL STAFF

On July 1 of each year, ~~Metro~~ Employer will provide the Union with a report of all hours performed by variable hour and seasonal employees disaggregated by job classification and work area. The Union and ~~Management~~ Employer will meet annually, upon request by the Union, to discuss the use of variable hour and seasonal classifications. This meeting may occur as part of a regularly scheduled Joint Labor Management Committee meeting.

~~5.8 Variable hour and Seasonal employees will be considered internal applicants and will be eligible to apply for internal job opportunities.~~

6. UNION MEMBERSHIP EQUAL OPPORTUNITY AND NON-DISCRIMINATION:

6.1 The Employer and the Union agree to jointly share responsibility of enforcement for not discriminating against any employee because of race, color, religion, creed, sex, national origin, age, marital status, familial status, gender identity or expression, sexual orientation, veteran status, disability, political affiliation, whistleblower status, genetic information, criminal record that has been expunged, Union activity or any other status protected by law, and in full accordance with Employer's Safe and Inclusive Workplace policies.

The Union's responsibility of enforcement shall be limited to those matters under the Union's influence or control, including but not limited to the behavior of shop stewards and the contents of Union bulletin boards.

6.2 Any complaint alleging discrimination based on race, color, religion, creed, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, veteran status, disability, political affiliation or any other status protected by law which is brought to the Union for processing shall be submitted directly to the Employer's Human Resource Department or the online Prohibited Conduct Complaint form.

6.3 If such a complaint is not satisfactorily resolved within thirty days of its submission, it may be submitted to the Bureau of Labor and Industries for resolution.

6.4 If an employee has a grievance alleging discrimination based on Union activity, it shall be first pursued through the grievance procedure of the Chief Operating Officers' level; however, the parties may mutually agree, in writing, to waive arbitration on any such grievance to allow the matter to be resolved through the State of Oregon Employment Relations Board.

~~6.1 DUES CHECKOFF:~~

~~6.1.1 The Employer agrees to deduct from the paycheck of each employee, who is a member of the Union or a non-member who has authorized dues deduction, the regular initiation fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted each pay period to the Union on behalf of the employees involved. The performance of this service is at no cost to the Union.~~

~~6.1.2 The Employer will not be held liable for check-off errors but will make proper adjustments with the Union for errors as soon as is practicable but no later than the end of the following pay period.~~

~~6.1.3 The Union agrees to defend and hold the Employer harmless against any and all claims, suits, orders or judgments brought against the Employer which are based upon the provisions of this Article.~~

7. UNION SECURITY, MEMBERSHIP, AND REPRESENTATION:

~~7.1 The Business Representative(s) of the Union shall have access to the Zoo and Parks facilities, provided they do not interfere or cause employees to neglect their work. The Business Representative(s) shall give prior notice to the Zoo or Parks supervisor prior to their visit.~~

~~7.2 It is recognized by the Employer that shop stewards are desirable for the proper administration of the terms of this Agreement. The parties also recognize that it is~~

~~desirable that the person designated as steward shall perform their fair share of the work that they are qualified to perform. In no event shall the Employer discriminate against a steward in the matter of layoffs or rehires or discharge them on account of the proper performance of their steward's duties.~~

~~7.3 — The Union shall have a right to take up any disciplinary action brought against a shop steward by the Employer as a grievance at Section 26.1.2 of the Grievance Procedure, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.~~

~~7.4 — UNION BULLETIN BOARDS:~~

~~The Employer shall furnish bulletin boards in places mutually satisfactory to the Employer and the Union. Such bulletin boards shall be used by the Union to post notices of interest to the employees. The Union agrees to maintain the bulletin boards and remove any materials that are not approved by the Union.~~

~~7.5 — UNION BUSINESS LEAVE:~~

~~A member may request up to five (5) working days of unpaid leave per calendar year, to attend union business. The request must be made by the union business manager and sent to the employer thirty (30) days prior to the leave request. The employer shall not unreasonably deny the leave request.~~

~~7.6 — A Union Representative or Steward and new employee shall be granted up to 45 minutes leave time without loss of pay per occurrence for no more than four (4) total occurrences per month to conduct a new member orientation. Such leave must be pre-approved by the supervisor and the leave time shall not unreasonably detract from their work performance.~~

~~7.7 — A Union Representative or Steward and group of new variable hour employees shall be granted up to 30 minutes leave time without loss of pay per occurrence to conduct new member orientation during a scheduled new hire orientation. Such leave must be pre-approved by the supervisor and the leave time shall not unreasonably detract from their work performance.~~

~~7.8 — Via a bi-weekly (every two weeks) report the employer will:~~

- ~~A. Notify the Union of all new hires in the bargaining unit. Such notification shall include the employee's name, home mailing address, position, home phone number, and date of birth.~~
- ~~B. Provide the Union notice of any changes to name, home mailing address or position of current employees.~~
- ~~C. Provide the Union notice of individuals who have retired during the previous month. This report will include the retiree's last known home address and effective date of retirement.~~

- ~~D. Provide the Union notice of non-retiree terminations of employment effective date by: resignation, layoffs, or terminations.~~
- ~~E. Provide the Union notice of all bargaining unit members' union membership status according to management's most recent records, including whether they are a dues paying member, a non-member, or a dues paying non-member of the union.~~

7.1 MEMBERSHIP

Employees covered by this Agreement shall have the right to pay dues as a means to participate in their Union through application to the Union. Application and resignations of membership shall be handled solely by the Union. The Employer agrees to remain neutral with respect to an employee's decision about union membership and payroll deduction. The Employer agrees to direct to the Union, all communications from employees regarding union membership or union payroll deduction.

7.2 HOLDER OF RECORD

During the life of this Agreement and to the extent possible, the Union will notify the Employer within thirty days of receipt of notice to the Union of individuals who have initiated, or discontinued, authorizations for deductions to the Union.

7.3 DUES CHECKOFF

The Union shall notify the Employer of the current rate of dues and other authorized deductions in a timely manner, which will enable the Employer to make the necessary payroll deductions as specified in this Article.

The Employer shall deduct from the paycheck of employees in the bargaining unit who have authorized the deduction, the specified amount for payment to Laborers' Local 483. The Employer agrees to remit the aggregate deductions together with an itemized statement to Laborers' Local 483 and the Union's designated person(s), on a bi-weekly basis. The itemized statement will be provided electronically in an MS Excel, comma separated value, data interchange format, symbolic link format, tab delineated or space delineated file; and shall include: the employee name, employee identification number, regular hourly wage, wages earned during the relevant period, the pay period dates from which the dues are being withheld, the amount of dues forwarded on behalf of the employee, the amount of any retroactive dues withheld if any and the pay period from which they were withheld.

7.4 TIMELY DEDUCTIONS

The Union will provide new authorizations or changes in authorizations for employee Union deductions to the Employer by email. The Employer agrees to process payroll deduction authorizations or changes from the next issued paycheck for the previous applicable pay period.

7.5 QUARTERLY RECONCILIATION REPORT

The Employer agrees to run a report comparing the full list of all represented bargaining

unit employees with the list of employees who have authorized Union deductions as provided for electronically by the Union. This report shall take place at least quarterly or as mutually agreed upon in writing by the Parties.

7.6 BULLETIN BOARDS

The Employer 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 it as a specific Laborers' Local 483 posting area. Employer and Union will work together to provide bulletin boards at any new work locations.

7.7 UNION ACCESS AND REPRESENTATIVES

The Employer agrees that representatives of the Union, whether Field representatives, District Council representatives, or International Union representatives, shall have access to the premises of the Employer to conduct Union business. The Union shall appoint and certify the names of shop stewards to Employer and regularly provide a list of these designated representatives to the Employer.

The Union shall be permitted to meet with employees during scheduled work hours at their regular work location to discuss grievances, complaints, and other workplace related matters, without loss of compensation or benefits to any employee, including any designated representative attending the meeting.

Union representatives shall be subject to normal building security and safety requirements. Such visits shall not cause the employees to neglect their work or interfere with building activities or events in progress.

The Union shall have the right to use the Employer's facilities to conduct Union meetings, based on availability and with at least twenty-four hours' notice. The Employer agrees to allow the Union to use non-fee facilities without charge to the Union. The Union agrees to pay Employer fees, consistent with those applicable to the Employer, for the use of fee-based venue spaces for meetings.

7.8 IN-HOUSE MAIL SYSTEM AND EMAIL COMMUNICATION

7.8.1 EMAIL COMMUNICATIONS

Employees elected/appointed to official positions, stewards and/or other representatives may use Employer's email system to conduct Union business for the purposes of:

Notifying Laborers' Local 483 represented employees of meetings and scheduling meetings (date, time, place and agenda); and

Scheduling meetings among Union officers, stewards, other representatives and/or members (date, time, place, and agenda).

Union related communications including, but not limited to: New member orientation, collective bargaining, grievance or other dispute investigations, or governance of the Union.

Email communications may not be used to distribute information regarding election campaign material for or against any person or organization. All Employer systems (including computer, network, and email) are provided for business purposes and are subject to Employer's acceptable use policy and may be subject to public records requests.

7.8.2 IN HOUSE MAIL SYSTEM

The Union is authorized to use the Employer's in-house mail system. The Employer shall not be responsible for the delays in delivery (if they occur) for such materials, and this authorization for the Union to use the mail system shall be permitted only so long as no Employer postage or nonreusable supplies are used.

7.9 NOTIFICATION AND REPORTING OF EMPLOYEE INFORMATION

7.9.1 NEW EMPLOYEE, CONTACT INFORMATION AND EMPLOYMENT STATUS CHANGE

Each week, Employer will provide the Union a report containing the following information for each employee in the bargaining unit:

- Employee name;
- Employee identification number;
- Worksite and Department;
- Date of hire;
- Employment status change such as leave of absence, separation, retirement or position change;
- Classification;
- Contact information or change of information such as cellular, home and work telephone numbers; personal and work electronic mail addresses; and home or personal mailing address, if available and/or provided by the employee.

7.9.2 VARIABLE HOUR EMPLOYEE REPORTING

By the first workday of each month, Employer shall provide the Union a report(s) containing the following information:

a) A report containing any variable hour employees who have newly begun working within the last month.

b) A reporting of total hours worked for the fiscal year for each variable hour employee in the bargaining unit that includes Employee name, Employee identification number, classification and worksite or department.

c) A reporting of total hours worked within that fiscal year for all non-represented Laborers' Local 483 classifications working in a variable hour status that includes Employee name, Employee identification number, classification and worksite or

department.

7.9.3 DEMOGRAPHIC INFORMATION

Upon request, the Employer will electronically provide, demographic information of employees in the Union's bargaining unit collected by the Employer, including but not limited to age, gender, and race. Such information of non-bargaining unit Employees must be requested through Employer's record request process.

7.10 NEW EMPLOYEE UNION ORIENTATION

Within thirty (30) days of employment, new employees and a Union Steward or designee will be granted at least thirty minutes but no more than one hundred twenty minutes of paid time for introductions and to welcome the new employee. Such formal orientation may be conducted in conjunction with the Employer's new employee orientation and the Union will be notified at least ten days in advance of the Employer's new employee orientation. If no such orientation is conducted, or the employee is unable to attend such orientation, within the first thirty days of employment, the formal Union orientation will occur on an individual basis during both employees' scheduled workday within ninety days. The meeting will not cause the employee to neglect their work or interfere with building activities or events in progress.

7.11 NEGOTIATIONS

For successor contract negotiations, management will pay a combined total of up to 1,000 hours in regular wages, on scheduled workdays, for those current LiUNA Local 483 employees who the engage in Union bargaining. Additional paid time may be granted by mutual agreement of the parties. No overtime, shift differential, travel time, per diem, or any other premium pay shall apply to time spent bargaining. The parties recognize that bargaining may occur outside of scheduled work hours. Designated representatives who attend a bargaining session outside of scheduled work hours shall be permitted to flex their work hours on the day of the bargaining session in order to attend the bargaining session on paid work time. Payment under Section 7.11 shall include time spent in preparation for bargaining, at the bargaining table, and in caucus.

7.12 INDEMNIFICATION

The Union shall indemnify, defend, and hold the Employer harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the Employer, or person acting on behalf of the Employer, for the purpose of complying with the provisions of this Article.

7.13 UNION ACTIVITIES

The Employer shall allow designated Union representatives a reasonable amount of time to engage in the following activities during work hours and at the Employer's facilities, without loss of compensation or benefits:

- a) Investigate and process grievances and other workplace-related complaints;
- b) Attend investigatory meetings, hearings, and other due process proceedings;
- c) Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
- d) Engage in collective bargaining;
- e) Attend labor-management meetings, safety committee meetings and any other meetings between representatives of the Employer and the Union to discuss employment relations;
- f) Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees outlined in Section 4.10 of this Article.
- g) Testify in a legal proceeding in which the designated Union representative has been subpoenaed as a witness.

For purposes of this Article, “designated representatives” shall include Union executive board officers, building or site representatives, stewards, and their designees.

A non-employee Union Representative shall be permitted access to the Employer’s facilities for the purpose of engaging in the activities described in this Article on the same terms and conditions as designated representatives. Barring emergencies, a non-employee representative shall give prior notice to the immediate supervisor of the visit. The non-employee Union Representative shall comply with all safety and security rules while at the facility.

The Employer shall not reduce a designated representative’s work hours to accommodate the designated representative’s performance of the activities listed above. However, the designated representative and their supervisor may agree to a flex schedule that allows the designated representative to perform the activities above during paid work hours within the FLSA workweek. No overtime, shift differential, travel time, per diem, or any other premium pay shall apply to time spent in these activities nor apply towards the calculation of such time.

Union members performing Union activity as defined in Article 7 will record time spent on activities in the Employer’s electronic timekeeping system.

7.14 UNION RELEASE TIME

7.14.1 UNPAID UNION RELEASE TIME

Union-designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions, not to exceed twenty

working days per fiscal year per employee. The employees' time off will not interfere with the operating needs of the Employer. The employees may use accrued compensatory time, personal holiday, vacation leave, or leave without pay. Employees shall provide their immediate supervisor with at least five working days written notice of the need to perform the activities listed above prior to the time at which the activities will be performed. Employee requests shall not be unreasonably denied, and approval of release time may be contingent upon the ability of the Employer to maintain operations or other business needs.

7.14.2 UNION-PAID UNION RELEASE TIME

Upon request of the Union, the Employer shall grant leave with pay for temporary employment with the Union for the duration specified by the Union. Temporary employment for the purposes of this article shall be defined as an official position with the union which is not more than one year in duration. The Union will give the Employer at least thirty calendar day's prior notice, unless otherwise agreed. The employee released under this Section shall receive full retirement credit for the entire duration of the release time. The employee will have the right to return to the same classification. The period of leave will not impact the employee's seniority date. In the event an employee desires to return to the Employer prior to the anticipated end of the release time, the employee must provide the Employer with written notice of this intention no later than thirty calendar days from the requested date of return.

There shall be no more than one employee on temporary employment with the Union at any given time, unless mutually agreed upon in writing by the Parties.

7.14.3 REIMBURSED UNION RELEASE TIME

Employees granted such leave shall be maintained on the payroll with full accrual of wages and benefits and the Union shall reimburse the Employer for all wage and wage-driven benefit costs associated with this time. Should the wage-driven benefits cost change, the Employer will provide written documentation of the change to the Union. All Union Leave, Union Paid time will be counted as hours worked for FMLA/OFLA calculation. Such paid leave shall be counted in the calculation of eligibility for Employer-paid health benefits as provided in Article 19.

The Union agrees to reimburse the Employer for the fully burdened costs of positions that a released employee holds as a result of either

- a) Union release time activities under 7.14.1, or
- b) an approved absence for temporary employment with the Union under 7.14.2. and/or
- c) other release time approved by the Employer.

The Union will provide the Employee's Supervisor and Employer's Human Resources designee with a written request for Union release time to be used by the Union designee and shall include employee name, date(s), and number of Union release time hours. Written requests for Union release time under Section 7.14.1 shall be received

at least five days in advance of the qualifying event.

On a quarterly basis, the Employer will provide the Union with a report identifying the reimbursement costs for Union release time. Within thirty days of receipt of this report, the Union will reimburse the Employer and the Employer must deposit the payment within thirty days of receipt. In the event the Union fails to make such payment, the Employer may, in its sole discretion, cancel the release time and immediately recall the employee to their Employer position.

In no event will the Employer be liable for any act, omission or injury suffered by the employee while serving as the designated representative of the Union during the release time Union release time period. If the Employer is held liable, the Union shall indemnify the Employer and hold the Employer harmless from all liability arising from the act, omission or injury that occurred during the Union release time period.

During Union release time as defined in Sections 7.14.1 and 7.14.2, the employee shall not be eligible for Employer's workers' compensation benefits arising out of an injury or illness occurring during Union release time. For purposes of this provision, "fully burdened costs of the positions" means the cost of wages, benefits, workers' compensation insurance, and other administrative costs not to exceed five percent of the employee's total salary.

8. WAGES:

8.1 Wages shall be paid in accordance with the provisions of the LIUNA Local 483 Wage Schedule attached hereto, as follows:

(a) Effective upon ratification but no earlier than the pay period that includes July 1, 2023, the pay schedule will reflect a cost of living increase of 8%. ~~July 1, 2018, the pay schedule will reflect a cost of living increase of 3.25%. Effective upon ratification, but no earlier than July 1, 2019, the pay schedule will reflect a cost of living increase of 2.5%. Effective upon ratification, but no earlier than July 1, 2020, the pay schedule will reflect a cost of living increase of 2.5%. Effective upon ratification, but no earlier than July 1, 2021, the pay schedule will reflect a cost of living increase of 2.5%. Effective upon ratification, but no earlier than July 1, 2022, the pay schedule will reflect a cost of living increase of 2.5%.~~

Positions identified in Schedule C as target market rate increases will not receive the COLA for this year.

Effective upon ratification but no earlier than the pay period that includes July 1, 2024, the pay schedule will reflect a cost of living increase of 4%.

Effective upon ratification but no earlier than the pay period that includes July 1, 2025, the pay schedule will reflect a cost of living increase of 3%.

Effective upon ratification but no earlier than the pay period that includes July 1, 2026, the pay schedule will reflect a cost of living increase of 3%.

(b) Effective upon ratification but no earlier than pay period that includes July 1, 2023, the employer shall provide one-time market rate adjustments, as identified in the attached Schedule C Targeted Market Rate Adjustment wage schedule.

Regular employees in classifications with an adjustment listed in Schedule C Targeted Market Rate Adjustment Wage schedule shall be placed at the pay step in the new pay rate highest and closest to their current pay rate plus one step increase.

July 1st shall become the anniversary date for the purpose of step advancement for all active regular employees on payroll at the time of ratification. Probationary employees upon ratification of this contract shall be placed at Step 1 of the new range of the salary schedule and advance to Step 2 upon completion of the probationary period outlined in Article 1 Recognition.

The one-time market rate adjustment shall also apply to New Hires, Variable Hour Employees, and Seasonal Park Workers, as outlined in the attached Wage Schedules. Wages for Variable Hour and Seasonal Employees will be capped at Step 1.

(c) (e) — Those employees whose wage exceeds the top of the range of the wage schedule for their classification shall be red-circled and will not be entitled to the cost of living adjustment (COLA) until such time as the top of the range for their classification increases to be at or above their wage level.

Those employees in the Laborer classification will receive an additional \$1.00 per hour when performing work requiring electrical splicing or assembly or boom lift operations.

Wages listed in the LIUNA Local 483 Wage Schedule shall be considered minimum wages. ~~Metro-Employer~~ may pay wages in excess of those listed, implement a bonus or incentive program and/or otherwise compensate employees at the sole discretion of ~~MetroEmployer~~.

8.2 Payday shall be ~~either biweekly or semimonthly~~. Payday shall be within ten calendar days of the close of each pay period.

The Employer shall account to the employee on their paycheck stub for overtime hours, straight time hours, and vacation and sick time earned and accumulated in the same manner such accounting is made to all other ~~MetroEmployer~~ employees.

Employees clocking in or out prior to or after the scheduled reporting or end time shall be paid as of the nearest one-quarter ~~(1/4)~~ of an hour.

8.3 WAGE REOPENER:

In the event that the CPI-W Class A West Coast reaches 5%, Employer and LiUNA Local 483 will reopen Article 8 to adjust COLA for that year.

9. HOURS OF WORK:

9.1 WORK WEEK

Forty ~~(40)~~ hours shall constitute the normal workweek, eight ~~(8)~~ hours per day, five ~~(5)~~ consecutive days per week with two ~~(2)~~ consecutive days off. Notice of change in shift ~~starting~~ times or days off will be given prior to the end of the workweek before the workweek in which the change becomes effective, and such change will be effective for not less than one ~~(1)~~ workweek.

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

9.3 ~~Notwithstanding the workweek set forth in 9.1 and 9.2 above, the~~The Employer and the Union may, by mutual agreement, initiate a workweek consisting of four ~~(4)~~ ten ~~(10)~~ hour days. Overtime rates will be paid for all hours over ten ~~(10)~~ hours worked in any one day.

9.4 BREAKS

Meals and rest periods shall be provided in accordance with state law. Except in cases of emergency, all employees' work schedules shall provide for a fifteen ~~(15)~~ minute rest period every four ~~(4)~~ hours worked or major part thereof.

9.5 Unpaid Lunch periods of thirty minutes are shall be provided required for employees who work six or more hours and may be scheduled by the Employer. ~~For an 8 hour shift, lunch periods will be scheduled between three and one half (3 1/2) or after five (5) hours into an employee's shift, except in emergency situations. Employees on shifts other than eight hours will have a scheduled lunch within one half (1/2) hour of the middle of their shift.~~

9.6 Lunch-Unpaid meal periods are normally ~~30-thirty~~ minutes of uninterrupted ~~break,~~ but~~break~~ but may be up to ~~60-sixty~~ minutes unpaid upon mutual agreement between the employee and their supervisor prior to the ~~lunch-meal~~ period.

9.69.7 Employer agrees to meet with the Union upon request at least two times per year in the Joint Labor Management Committee to discuss this provision. This meeting may occur as part of a regularly scheduled Joint Labor Management Committee Meeting.

10. SHIFTS:

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

10.1 The day shift is any full shift which begins between 6:00 a.m. and 11:59 a.m. Part-time work which is commenced after 11:59 a.m. and completed by 6:59 p.m. is day shift work.

Upon mutual agreement between the supervisor and the employee the day shift may begin at 5 a.m. and would not be eligible for shift differential.

10.2 Employees transferred from one shift to another, unless relieved from work at least a full shift before starting their new shift, shall be paid the overtime rates for the first such new shift worked.

10.3 The second or swing shift shall be defined as any full shift which begins between 12:00 Noon and 6:59 p.m. An employee scheduled on the second or swing shift shall receive ~~\$1.40~~1.60 per hour in addition to their regular hourly rate. For ten-hour shifts, second shift shall be defined as any full shift which begins between 10am and 6:59pm.

10.4 The third or graveyard shift shall be defined as any full shift which begins between 7:00 p.m. and 5:59 a.m. An employee scheduled on the third or graveyard shift shall receive ~~\$1.35~~1.85 per hour in addition to their regular hourly rate.

10.5 Relief shifts shall be defined as:

10.5.1 Any workweek schedule which includes multiple shifts with a maximum of three ~~(3)~~ day shifts.

10.5.2 Employees regularly assigned to relief shifts shall receive the same shift premium rate as third shift in Article 11.4 in lieu of other shift premiums for all hours worked in the workweek.

10.6 ~~Employees assigned to sliding shift at Parks shall be paid the third shift premium, for all time worked during daylight savings time.~~ Parks will minimize ~~the~~ shift changes based on the sliding shift official park hours as far as practical in recognition of the impact such shifts have on employees.

~~10.6~~10.7 The shift premium provided for by 10.3, 10.4 and 10.5 above shall not apply when regular staff are on vacation, ~~sick leave~~, or any other paid leave of absence, other than sick leave. The shift premium provided for by 10.5 shall not apply to variable hour and seasonal employees.

10.8 Shift differentials shall be adjusted to reflect the annual increase on COLA reflected in Article 8, beginning fiscal year 2024.

11. OVERTIME:

11.1 OVERTIME RATE:

REGULAR EMPLOYEES

Overtime worked by hourly employees shall be paid at one and one half ~~(1-1/2)~~ the employee's regular rate including any regular rate premiums. Overtime is time in a paid status over eight (8) hours per day or over forty ~~(40)~~ hours in one ~~(1)~~ workweek. For employees working four day workweeks, overtime is time in a paid status over ten ~~(10)~~

hours per day or over forty ~~(40)~~ hours in one ~~(1)~~ workweek. The "workday" for purposes of calculating overtime for hourly employees is defined as the ~~24~~ twenty-four-hour period beginning at 12:01 a.m. each day and ending at 12:00 midnight. The Employer may compensate for such overtime by time off (at a time mutually agreed upon) at the rate of one and one-half ~~(1½)~~ hours off for each hour of overtime to a maximum of sixty ~~(60)~~ hours in one ~~(1)~~ year worked.

REGULAR PART-TIME EMPLOYEES

Overtime at the rate of one and one-half ~~(1½)~~ times an employee's established hourly rate, shall be paid for all time ~~in a paid status~~ worked outside of or in excess of an employee's established shift hours and on the employee's sixth ~~(6th)~~ and seventh ~~(7th)~~ day of work in any week and on holidays, provided, however, that the Employer may compensate for such overtime by time off (at a time mutually agreed upon) at the rate of one and one-half ~~(1½)~~ hours off for each hour of overtime to a maximum of sixty ~~(60)~~ hours in one ~~(1)~~ year worked.

Regular part-time employees active on Employer's payroll on July 1 of each fiscal year will receive \$125, in each fiscal year they remain active on Employer's payroll in a regular part-time covered position covered under this agreement.

Application of the overtime section shall not be construed to provide for compensation for overtime at a rate exceeding time and one-half or to affect a "pyramiding" of overtime. All overtime shall be compensated in compliance with requirements under the Fair Labor Standards Act (FLSA).

11.2 ASSIGNMENT OF OVERTIME:

Overtime, as determined by management, will be offered in order of the most senior ~~most~~ qualified employee(s) by classification within the work unit. If overtime is declined by all eligible employees, it will be assigned to the lowest senior most qualified employee, as determined by management.

For Zoo, if overtime is declined by all eligible employees, it will be assigned to the qualified employee(s), with he least seniority, s determined by management.

For Parks and Nature, if overtime is declined by all eligible employees within the work unit, it will be offered in order of the most senior qualified employees outside the work unit. If there is no interest, it will be assigned to the qualified employee(s) with the lease seniority within the work unit, as determined by management.

Work Unit, as discussed in this Article, shall be defined as follows:

<u>Oregon Zoo</u>	
• <u>Africa</u>	• <u>Admissions</u>
• <u>Birds</u>	• <u>Animal Health</u>
• <u>Condors offsite</u>	• <u>Cash Office</u>
• <u>Elephants</u>	• <u>Events and Warehouse</u>

• <u>Marine Life</u>	• <u>Facilities</u>
• <u>North America</u>	• <u>Horticulture</u>
• <u>Primates</u>	• <u>Railroad</u>
• <u>Late Keepers and Rovers</u>	• <u>Animal Nutrition</u>
• <u>Invertebrates</u>	• <u>Custodial</u>
	• <u>LSS and HVAC</u>
<u>Parks and Nature</u>	
• <u>Natural Areas Land Management</u>	
• <u>Blue Lake</u>	
• <u>Oxbow</u>	
• <u>Historic Cemeteries and Nature Parks North</u>	
• <u>Historic Cemeteries and Nature Parks South</u>	
• <u>Parks Maintenance</u>	

Oregon Zoo	
• Admissions	• Veterinary Services
• Cash Office	• Africa
• Operations	• Birds
• Facilities	• Condors offsite
• Horticulture	• Elephants
• Railroad	• Marine Life
• Animal Nutrition Center	• Herps/Fish
	• North America
	• Primates
	• Late Keepers

Parks and Nature

- ~~Land Management~~
- ~~Blue Lake~~
- ~~Oxbow~~
- ~~Historic & Natural Areas~~

11.3 RECORD OF OVERTIME HOURS:

A record of overtime hours worked ~~or offered to~~ by each employee shall be maintained in each Work Unit for each month and such information shall be posted. An employee who wishes additional or less available overtime shall review the matter with their immediate supervisor and Union representative.

11.4 OVERTIME HOURS:

Employees required to work around the clock, without an eight (~~8~~)-hour rest period prior to the start of their next assigned shift and required to continue to work any part of their regular assigned shift shall continue to receive pay at the overtime rate for those hours worked. The overtime hours earned due to an insufficient rest period shall be counted toward the forty hour workweek when calculating overtime outside of 11.4, regardless of

pyramiding over overtime.

~~11.5—Employees shall receive a fifteen (15) minute break during each four (4) hours, or major portion of four (4) hours, of work.~~

~~11.6—Each employee working more than six (6) hours per day shall be entitled to a minimum one-half (1/2) hour lunch period without pay.~~

12. REPORTING PAY AND MINIMUM PAY:

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

12.1.1 Above shall not apply to Regular Part-Time employees whose minimum guarantee shall be four ~~(4)~~ hours.

12.2 Any regular employee who clocks out and is called to return to work immediately, or before the employee's next work shift, shall be paid for a minimum of four ~~(4)~~ hours at the rate of one and one-half ~~(1½)~~ times the regular rate. However, when any regular 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 ~~(1½)~~ only for the time worked in excess of eight ~~(8)~~ hours.

12.2.1 Employees who agree to return to work after their regular shift for the purpose of pre-arranged training, meetings, animal care assignments or medical certification will receive pay at the overtime rate for the actual time at work and for not less than one ~~(1)~~ hour.

12.3 Any regular employee required to work a split shift shall be paid at the rate of time and one-half ~~(1½)~~ for not less than eight ~~(8)~~ hours of such shift (exclusive of any overtime worked in addition thereto). Time worked on the employee's sixth ~~(6th)~~ or seventh ~~(7th)~~ day shall not be covered by this paragraph.

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

When the relevant director or designee has determined that inclement weather conditions exist and the worksite has been closed, employees required to work will receive pay at the overtime rate on all hours worked with a minimum of four ~~(4)~~ hours paid at the overtime rate.

13. SENIORITY:

13.1 Seniority shall be computed for date of hire or entry into a LiUNA classification with the Employer. Seniority shall be calculated based on continuous service in any LiUNA classification unless otherwise specified in his agreement. The Employer shall provide the Union a seniority list showing the continuous service of each employee. This list will be furnished to the Union on August first (~~1st~~) of each year and the Employer shall notify the Union by written communication immediately upon any change therein.

~~13.2 Regular Part-Time employees shall have seniority only within their job classifications and such seniority shall accrue only on the basis of continuous employment from their date of hire. Variable hour employees shall accrue no seniority rights under this Article.~~

~~13.3~~ 13.2 Except as provided in 13.1, in the matter of lay off and recall of employees, as well as in the matter of promotion, selection of jobs or opportunities to work on new jobs or processes within the Bargaining Unit and the selection of work shifts and vacation periods, the Employer shall prefer those employees with the greatest length of service with the Employer in accordance with the following sections. If two or more employees were employed in any LiUNA classification on the same day, seniority shall be determined by their order of hire by the Employer's records.

~~13.4~~ 13.3 Seniority of an employee as used in this Agreement shall be based upon their continuous length of employment with the Employer from their date of hire. Any employee who voluntarily quits, is discharged, or who does not return to work from a leave of absence, as provided for in this Agreement, will forfeit all seniority rights with the Employer. Seniority shall continue and accumulate on the following basis:

13.4.1 During a lay off.

13.4.2 Any authorized leave of absence in which an employee continues their pay status.

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

13.4.4 Up to one (~~1~~) year because of leave of absence caused by personal sickness or injury. However, an employee who has not returned to work within the one year period shall have their The employee's seniority will be frozen and shall accumulate no further seniority after such leave provided they have requested to return to work as provided in 24.222.2.3.

13.4.5 Up to eighteen (~~18~~) months for an industrial accident. (See also 24.22.3.6)

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

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

13.4.8 During an authorized leave under OFLA/FMLA.

14. VACANCIES:

~~14.1~~ For the purposes of this Article, a qualified employee is an employee who is qualified by

knowledge, skill and experience, and is physically able to perform the job. The parties recognize the desirability of preferring qualified employees. ~~In the selection process for promotion, in the event there are two or more equally qualified employees, the employee with the greater seniority shall receive preference. When a vacancy occurs in a regular job, present employees shall be given the first opportunity on the following basis:~~

An employee filling a vacancy shall work the work schedule specified for such job. If the Employer makes an assignment from the first consideration, the assignment will be made within thirty calendar days after the bid is closed.

The name and seniority of the employee assigned to the job shall be posted and a copy given to the Union. Upon request of any applicants, the Employer shall submit in writing to the concerned applicants the reasons for their choice with a copy to the Union.

~~14.1.1 First opportunity shall be given to qualified employees in that classification within the Work Unit where the vacancy occurs. Employees working in a Lead or Senior classification are eligible to bid with the first opportunity pool for lower-level jobs within the same job family classification (e.g., Lead Park Ranger to Park Ranger).~~

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

~~14.1.2 Whenever a vacancy occurs which creates promotional opportunities within the Unit, qualified employees within the Work Unit where a promotional opportunity exists shall be given first opportunity to fill such vacancy, and second opportunity to fill promotional opportunity shall be afforded to any qualified employee covered by this Agreement.~~

~~14.1.3 For purposes of vacancies and promotional opportunities which occur in Work Units Animal Care, those employees will be given first opportunity equally based on qualifications and seniority within the classification.~~

~~Employees working in the Senior Keeper classification will be eligible to bid with the first opportunity pool for lower level jobs within the same job family classification.~~

14.1 When a vacancy occurs in a regular job, the Employer shall first follow the LiUNA Bid Process prior to proceeding with a general recruitment to fill the vacancy.

All vacancies within the Bargaining Unit under this Article shall be posted in the work location of the affected employees. Such job opportunities shall be posted for a period of seven working days. Employees shall bid in writing on such opportunities according to the provisions of this Section and such bid shall be made no later than the eighth working day after the first day of posting. The Employer will make a good faith effort to appoint from within, which may include conducting a formal interview to gather additional information, prior to proceeding with a general recruitment to fill the vacancy.

14.1.1: The LiUNA BID PROCESS:

A. The LiUNA Bid process for vacant or newly established positions will follow the following steps. There will be one bid announcement for considerations one through three.

1. The job posting limited to benefitted Union members shall be first, and shall include:

a. First consideration shall be given to regular full time or part time employees, and limited duration, employees in the current classification and job family at the work unit and will be based on seniority within classification.

For animal keeper vacancies, animal keepers not currently assigned to the animal specific unit where the vacancy resides must demonstrate their qualifications. If there are two or more qualified keepers, the vacancy will be determined by seniority in the Animal Keeper classification or job family.

b. Second consideration shall be given to regular full time or part time employees, and limited duration, employees within the Union who are qualified by knowledge, skill, and experience, as demonstrated through an application and screening process and are physically able to perform the job. Should the hiring manager determine that the employee does not possess the qualifications and knowledge, skills, abilities for the vacant position, the hiring manager may elect to move to the next step in the bid process.

c. Third consideration shall be given to probationary, variable hour, and seasonal employees within the union who are qualified by knowledge, skill, and experience as demonstrated through an application and screening process and are physically able to perform the job. Should the hiring manager determine that the employee does not possess the qualifications and knowledge, skills, abilities for the vacant position, the hiring manager may elect to move to the next step in the bid process.

2. If the vacancy is not filled at the third consideration, prior to opening an external recruitment for a vacancy represented by the Union, the hiring manager will review the unit's workload needs to determine if the vacancy should be announced for internal applications first.

3. If the position is not filled by the bid process or through an internal recruitment, the hiring manager will conduct an external recruitment.

14.2 Work Unit, as discussed in this Article, shall be defined as follows:

Oregon Zoo

•Animal Area

- ❖ Africa
- ❖ Birds
- ❖ Condors offsite
- ❖ Elephants
- ❖ Marine Life
- ❖ North America
- ❖ Primates

•Admissions

- Animal Health
- Cash Office
- Events and Warehouse
- Facilities
- Horticulture
- Railroad
- Animal Nutrition

- ❖ Late Keepers and Rovers
- ❖ Invertebrates

- Custodial
- LSS and HVAC

Parks and Nature (all one Work Unit)

~~14.1 PROMOTIONS:~~

14.3 PROBATION AND PROMOTIONS:

14.3.1 INITIAL PROBATIONARY PERIOD:

The first one hundred and eighty (180) calendar days of a person's appointment to a new or promotional position. This is a continuation of the recruitment/selection process during which an employee is required to demonstrate fitness for the position to which the employee is hired or promoted. The probationary period is for the Employer's internal screening process only and does not confer any form of tenure or other expectation of continued employment. Employees serving their initial probationary period have all rights outlined by this collective bargaining agreement, unless otherwise specified in this agreement. (See also Articles 17.6, 18.1, 18.3, and 25.3).

14.3.2 Promotion upon Completion of Probation

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

~~14.1.1~~ 14.3.2.1 Promoted employees, and employees moving to a classification in a different job family (e.g., Maintenance Worker I to Park Ranger), shall serve a one hundred and eighty (180) calendar day probationary period. The probationary period shall be used by the Employer as an evaluation period in which the Employer will make written evaluation to the employee at the completion of ninety (90) calendar days of their probationary period, and at the completion of their probationary period.

14.3.2.2 Any employee who is promoted and fails to complete probation for the new position shall be returned to their former classification, without recourse to the grievance procedure, with all rights and conditions of employment they had in their former classification, under the following conditions:

(a) as long as the reason Reason for failure to complete probation wasn't due to misconduct or policy violations (i.e. discrimination/harassment, misappropriation of MetroEmployer resources, funds, drug and alcohol, theft, workplace violence) which would affect the employee's success in the former classification, and

(b) The employee passed initial probation in their former classification.

~~14.1.2~~ 14.3.4 Within one hundred and eighty (180) calendar days of promotion, any employee may elect to return to their former classification with no loss of rights and conditions of employment; provided a vacancy exists in the employee's former classification within six (6) months of the promotion and the employee passed probation in their former classification.

Classifications within the same job family, as discussed in this Article, shall be defined as follows:

3004 Guest Services Worker 3005 Lead Guest Services Worker 3021 Admissions Lead	0465 Horticulturist 0467 Senior Horticulturist	0452 Natural Resource Technician 0453 Natural Resources Specialist 3023 Natural Resource Specialist Lead
0461 Stationmaster	0445 Maintenance Worker 1 0446 Maintenance Worker 2 0447 Maintenance Worker 3	0536 Veterinary Technician
0462 Park Worker 0450 Park Ranger 3450 Park Ranger Lead	0448 Maintenance Technician 0455 Maintenance Lead	0469 Dive Safety Officer
0444 Custodian; 3010 Operations/ Warehouse Worker 3025 Operations Lead	0533 Nutrition Technician 1 0535 Nutrition Technician 2 3455 Nutritionist	0468 Arborist 3024 Electrician 1 0457 Electrician 2
0035 Cash Office Clerk 0451 Lead Cash Office Clerk	0470 Animal Keeper 0471 Senior Animal Keeper	0458 HVAC Technician 3456 Project Coordinator

~~14.2 All vacancies within the Bargaining Unit under Article 15 shall be posted in the work location of the affected employees. Such job opportunities shall be posted for a period of seven (7) working days. Employees shall bid in writing on such opportunities according to the provisions of this section and such bid shall be made no later than the eighth (8th) working day after the first day of posting. The Employer will make a good faith effort to promote from within prior to advertising for outside candidates. This constitutes the LIUNA bid process.~~

~~14.2.1 If the Employer makes an assignment from within the Bargaining Unit, the assignment will normally be made within fourteen (14) working days after the bid is closed. The name and seniority of the employee assigned to the job shall be posted and a copy given to the Union. Upon request of any applicants, the Employer shall submit in writing to applicants concerned the reasons for the choice with a copy to the Union.~~

~~14.3 Whenever a vacancy occurs in any regular job, the Employer may temporarily fill it by appointment. Qualifications and seniority shall be the two governing factors in such appointments. Employees on temporary assignments shall retain their seniority in their regular job classification. Temporary appointments shall not exceed 720 hours.~~

15. WORKING OUT OF CLASS

15.1 Work-out-of-class should be assigned in writing where possible.

15.1.1 If an employee believes they are working out of class they can approach their supervisor at the first reasonable opportunity to discuss why or why not the assignment qualifies for WOC. (i.e. a discussion about whether the work being completed is contained in another class specification, etcetera).

- 15.1.2 Incidental assignments do not qualify for work out of class pay.
- 15.1.3 Working out of class shall be paid the next highest monetary step in the new assignment which allows for at least a five percent ~~(5%)~~ increase in wage for the out-of-class assignment.
- 15.1.4 For Keeper staff, if a Senior Keeper is on leave for six ~~(6)~~ or more consecutive days, an employee will receive working out of class pay for hours worked from the first day of the Senior Keeper's absence.
- 15.1.5 If assigned to the duties and responsibilities of a higher classification at the beginning of the employee's shift, they shall receive the higher rate for a minimum of four (4) hours, but if more than four ~~(4)~~ hours they shall receive eight (8) hours. If an employee is assigned after the beginning of the shift and works four (4) hours or less they shall receive a minimum of four ~~(4)~~ hours at the higher rate, and if they work more than four ~~(4)~~ hours they shall be paid the higher rate for the balance of the shifts.
- 15.1.6 When it is necessary to work employees in a lower classification, the Employer shall pay the employee their regular rate for their regular classification.

16. REDUCTIONS IN FORCE:

- 16.1 When a reduction in force occurs, employees shall be laid off by seniority within the classification with the least senior person being laid off first. An employee so removed shall be entitled to work in a lower classification in which they have held Regular status in the order of their seniority in that classification in the Zoo and Parks and Nature.
- 16.1.1 No lay-offs or reduction to a lower classification shall be executed as long as there are variable hour employees, Seasonal employees, or work release employees serving within the affected classifications covered by this Agreement.

16.2 SENIORITY LISTS:

- 16.2.1 The Parks and Nature and Zoo departments shall have separate seniority lists by classification. These lists shall be used in the event that a reduction in force or resultant recall is deemed necessary. Employees may not bump another employee within classification or to a lower classification across departments. If a vacancy exists at the Parks and Nature or Zoo departments, the laid-off employee may bump or be recalled to that position. For recalls, an employee may be recalled to a different department if no-one from that department is on a lay-off list.

16.3 RECALL:

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

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

16.3.3 The rights to recall shall continue for two ~~(2)~~ years from the date of lay-off and then be terminated.

16.4 USE OF VOLUNTEERS DURING LAYOFFS:

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

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

17. VACATIONS:

All Regular status, Probationary and Limited Duration employees ~~except Temporary employees~~ shall receive vacations with pay as follows:

17.1 ACCRUALS:

Vacation leave for employees shall be computed on base wages which include sick, vacation, personal, holiday leave and comp time used during each pay period. An employee's anniversary date for the purpose of accruing annual vacation leave is based on continuous service from the date of hire into a MetroEmployer benefit eligible position.

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

<u>Total Continuous Years of Service</u>	<u>Accrual Per Hours Paid</u>	<u>Vacation Leave Per Year (Equivalent Annual Hours for Full-Time Employees)</u>
<u>Date of hire through completion of 3 years</u>	<u>.0577 hours</u>	<u>120 hours</u>
<u>4 years through completion of 7 years</u>	<u>.0692 hours</u>	<u>144 hours</u>
<u>6 years through completion of 10 years</u>	<u>.0808 hours</u>	<u>168 hours</u>
<u>11 years through completion of 13 years</u>	<u>.0923 hours</u>	<u>192 hours</u>
<u>14 years plus</u>	<u>.1038 hours</u>	<u>216 hours</u>

17.2 An employee's vacation is deemed earned at the end of each pay period pursuant to Article 8.

17.3.1 In computing vacation "~~years of~~ total continuous years of service" as used in 17.1 above: Includes time taken while on leave of absence with pay or military service without pay.

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

17.4 Employees shall continue to earn vacation credit for:

17.4.1 A period of one ~~(1)~~ year because of an absence caused by an on-the-job injury where an employee continues their paid status with the Employer.

17.4.2 Any authorized leave of absence where an employee continues their ~~pay-paid~~ status with the Employer.

~~17.4.3 Any authorized personal leaves of absence not to exceed thirty (30) days in a fiscal year.~~

~~17.5~~ Employees shall not accumulate more than ~~the maximum accrual allowed per 17.1, above~~ four hundred hours of vacation leave. Additional hours that would have accrued at the rates in this Agreement shall be forfeited unless a denial of vacation request, that was submitted at least three ~~(3)~~ months prior to reaching the maximum accrual, prevents an employee from avoiding the four hundred hour e-maximum ~~accrual~~. If denial of a vacation request prevents an employee from avoiding the four

~~hundred hour maximum accrual, the employee may submit a written request to the supervisor and Human Resources director to have an extended period of time to bring their accrual below the maximum or to have up to six (6) pay periods of vacation accrual paid out. shall be paid at regular rate for those hours over four hundred. Employees who have over the maximum of four hundred hours upon ratification, may elect to receive a one-time payout at regular rate, within thirty calendar days of ratification, for those hours in excess of four hundred~~

It is the expectation of MetroEmployer that an employee monitors and manages their leave accruals to prevent forfeiting hours in excess of the maximum accrual.

~~17.6~~17.5 Whenever an employee who has completed probation ends employment, the employee's accrued and unused vacation hours shall be paid in accordance with state law.

~~17.7 Employees shall be permitted to choose either a split or entire vacation. Employees shall have the right to determine their vacation time on the basis of seniority as provided in Article 17.9.~~

~~17.6~~ Work Unit, as discussed in this Article ~~18.9~~, shall be defined ~~for the Zoo as per Article 1.5.7 and for Regional Parks and Nature for the purposes of vacation selection only as: Blue Lake Park, Oxbow Park, Historic and Natural Areas, and Borland Field Station as follows:~~

<u>Oregon Zoo</u>	
• <u>Africa*</u>	• <u>Admissions</u>
• <u>Birds*</u>	• <u>Animal Health</u>
• <u>Condors offsite*</u>	• <u>Cash Office</u>
• <u>Elephants*</u>	• <u>Events and Warehouse facilities</u>
• <u>Marine Life*</u>	• <u>Horticulture</u>
• <u>North America*</u>	• <u>Railroad</u>
• <u>Primates*</u>	• <u>Animal Nutrition</u>
• <u>Late keepers and Rovers*</u>	• <u>Custodial</u>
• <u>Invertebrates*</u>	• <u>LSS and HVAC</u>
(*Animal Area)	
<u>Parks and Nature</u>	
• <u>Natural Areas Land Management</u>	
• <u>Blue Lake</u>	
• <u>Oxbow</u>	
• <u>Historic Cemeteries and Nature Parks North</u>	
• <u>Historic Cemeteries and Nature Parks South</u>	
• <u>Parks Maintenance</u>	

~~17.8~~

~~17.9~~17.7 VACATION ~~SELECTION~~LEAVE APPROVAL:

~~17.9.1 Vacation selections shall be by classification on the basis of seniority within the Work Unit in which employed:~~

~~17.9.2 Each employee will be entitled to exercise their seniority for only one (1) vacation selection each year, up to a max of five (5) weeks. For purposes of this section "selection" means one or more consecutive days. The employer may allow employees to rescind portions of their approved seniority bid as long as the final selection results in a selection of one or more consecutive weeks.~~

~~17.9.3 Such selection shall be made by bid posting between January 15 and February 15, of each year for vacations between April 1 of that year and March 31 of the next year in accordance with the following:~~

~~(a) Any employee wishing to submit a bid concerning preferred vacation scheduling shall do so in writing not later than February 15. Employees on the top third of the seniority list will submit their preferred vacation bid in writing no later than January 25. Employees on the middle third of the seniority list will submit their preferred vacation bid in writing no later than February 5. Employees on the bottom third will submit their bids no later than February 15. Failure to submit a bid on a timely basis, within the above deadlines, means that seniority vacation bidding rights are forfeited for that year and the employee loses their ability to secure a vacation on the basis of their seniority for the bid process.~~

~~(b) Any duplication in preferred vacation scheduling shall be worked out between employees submitting such duplicate bids and the supervisor involved in accordance with 17.9.3 section (a).~~

~~(c) In the event duplicate bids cannot be worked out to the satisfaction of the employees involved and the Employer in accordance with 17.9.3 section (a), seniority shall control subject only to the overall staffing needs of the Zoo operation. Management may require the least senior employee to modify their bid. If the employee fails or refuses to modify their bid, the employee loses their ability to secure a seniority vacation selection for the bid process.~~

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

17.8.1 Vacation requests shall be submitted through the electronic timekeeping system. Supervisors or their designees shall approve vacation for their respective staff on a first come first served basis with consideration for employees with proximity to max accruals, seniority, staff input and for the work requirements of the department.

17.8.2 Vacation selection for employees in the Animal Area Work Units shall be determined as follows:

a) Employees may exercise their seniority for one (1) continuous vacation selection, up to a maximum of four (4) weeks, to be taken between April 1 of that year and March 31 of the following year.

b) Employees are permitted to rescind their selection in full or in portions as long as the final selection remains one (1) consecutive time span.

c) Selections shall be made within the Work Unit (as defined in 17.7), by seniority. Employees within a Work Unit will submit their preferred selection through the electronic timekeeping system by February 10. Selections submitted after February 10 will be treated as outlined in 17.8.1. Vacation requests shall be submitted through the electronic timekeeping system unless an alternative method is requested by the supervisor or their designee.

d) Subsequent vacation requests will be subject to the approval process outlined in 17.8.1.

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, operational need, or a bona fide work emergency. For Animal Keepers, the supervisor may utilize qualified cross trained employees to cover vacation requests.

Approval of vacation leave shall be provided in a timely manner. Requests that are older than fourteen (14) calendar days without denial shall be presumed to be approved.

Scheduled vacations may not be taken if vacation accruals are unavailable or insufficient at the time of leave.

18. HOLIDAYS:

18.1 HOLIDAYS OBSERVED:

New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and any other day designated by the Metro Council.

Day After Thanksgiving – For worksites that remain open for business on the day after Thanksgiving, the supervisor may require the employee work on the day after

Thanksgiving, and in such case, the employee may take this holiday prior to the end of the fiscal year.

After completion of six ~~(6)~~ months service, each employee covered by the terms of this Agreement shall have two ~~(2)~~ personal holidays per fiscal year. The personal holidays shall be arranged upon reasonable notice and by mutual agreement between the employee and the supervisor. ~~Employees should request a personal holiday with at least 14 days notice.~~ Personal holiday requests will not be unreasonably denied. Personal holidays not taken within the year accrued will be forfeited.

Any variable hour employee, who has been employed with Employer for more than 1040 hours in a Union represented position, will be eligible for one Personal holiday of eight hours. Each subsequent year of employment, upon completion of more than two-hundred-forty hours worked in the preceding fiscal year, the employee will be eligible for one Personal holiday of eight hours each 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. Personal holidays not taken within the fiscal year accrued will be forfeited.

18.2 ELIGIBILITY:

18.2.1 No employee shall receive holiday pay if the employee is absent on their scheduled work day either immediately preceding or immediately following the holiday, unless they were in a paid status for the entire such day before and day after, or unless they have previously applied to their supervisor in writing for permission to be so absent and such written request has been approved by the Director of their designee. However, in emergency situations where an employee is unable to procure prior approval for such absence they may submit a written request for holiday pay, stating the reason for their absence, to the Director of their designee. If the Director ~~or their~~ considers designee considers the reason for the absence excusable, the holiday pay shall be paid.

18.3 PART TIME EMPLOYEES:

Holiday eligibility will be pro-rated based on the average actual scheduled hours worked within the preceding pay period, or for the hours actually worked on the holiday, with the exception that personal holiday eligibility will be pro-rated based upon the employee's full-time equivalent (FTE) status.

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

18.3.1 Notwithstanding any other provision of this Article, Regular Part-Time employees shall be eligible for paid holidays only if working on a regularly scheduled basis. ~~Holiday pay for eligible Regular Part-Time employees will be computed on the basis of hours worked in accordance with Article 18.3.~~ Regular Part-Time employees who accept on-call work on holidays will be paid, at the overtime rate,

only for time worked.

18.4 HOLIDAYS FALLING ON WEEKEND:

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

18.5 HOLIDAYS FALLING ON DAY OFF:

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

18.6 COMPENSATION:

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~~ four day ten-hour schedule shall receive ten ~~(10)~~ hours regular pay for each of the holidays set forth above on which they perform no work.

18.6.1 In addition to an employee's holiday pay they shall be paid the overtime rate for any holiday they are required to work with the exception of the day after Thanksgiving. ~~However, if~~ If an employee is ~~regularly~~ scheduled to work on a holiday, they will be permitted to defer the holiday with regular pay until a later date. An employee under this section can accumulate no more than five ~~(5)~~ deferred or postponed holidays. Deferred or postponed holidays will be taken at a time mutually agreeable to the supervisor and the employee. Prior to the use of any vacation time, any deferred or postponed holiday time must be taken. The employee will endeavor to schedule the deferred or postponed holiday within the fiscal year it accrues.

18.7 IF SICK ON HOLIDAY:

If an eligible employee is on sick leave and a holiday is observed, they shall be paid for such holiday and it shall not count against their accumulated sick leave.

19. HEALTH AND WELFARE:

19.1 ELIGIBILITY:

All Regular Full-Time employees may enroll in the ~~Metro~~Employer sponsored health and welfare plan. ~~Metro~~Employer sponsored health coverage will include medical, dental and vision coverage for the employee and their dependents. ~~Metro~~Employer sponsored Welfare coverage will include long-term disability, accidental death and dismemberment, life and dependent life insurances.

- 19.2 All Regular employees hired prior to July 1, 2003, who are working 20 hours or more a week but less than full time at the time of ratification of this contract are eligible for full health and welfare benefits. ~~Metro~~Employer sponsored health coverage will include medical, dental, and vision coverage for the employee and their dependents. ~~Metro~~Employer sponsored Welfare coverage will include long term disability, accidental death and dismemberment, life and dependent life insurances.

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

19.3 PREMIUM SHARING:

~~Metro~~Employer shall contribute ninety-two percent (~~92%~~) of the insurance premium costs and employees shall pay eight percent (~~8%~~) of the premium costs through payroll deduction for medical, dental, and vision plans provided by an HMO and/or indemnity carrier.

19.3.1 ~~Metro~~Employer agrees to pay an amount not to exceed \$150 per month to regular full-time employees and a pro-rated amount equivalent to their FTE status for those in less than full-time positions, who provide proof of other medical coverage and who opt out of medical coverage through ~~Metro~~Employer. ~~Metro~~Employer shall determine the amount offered to employees for opt-out based on contracts with insurance carriers, financial consideration and health insurance plan designs.

19.3.2 If ~~Metro~~Employer does not voluntarily change plans, rather the health insurance carrier or benefits administrators change terms of a plan during the life of the contract, ~~Metro~~Employer and the Union agree to accept those changes or go to the next best available plan until such time as the JLMC for Health Benefits can be reconvened and make a recommendation. The parties agree to meet at the earliest possible date and discuss that portion of the contract. At no time shall ~~Metro~~Employer operate outside of the health insurance plan structure which it is offering employees.

- 19.4 Life insurance, dependent life, accidental death and dismemberment and long term

disability coverage shall be provided to all employees who enroll in the ~~Metro~~Employer plan. Such coverage will be provided at no cost to the employee unless adjustments are made as a result of recommendations made by the Joint Labor Management Committee, to minimize medical, dental and vision costs.

19.5 JOINT LABOR-MANAGEMENT COMMITTEE:

A Metro Joint Labor-Management Committee (JLMC) for Health Benefits comprised in accordance with adopted by-laws shall review health dental and vision insurance plans and ~~costs, and costs and~~ make plan offering recommendations to ~~the Metro Employer's~~ Director of Human Resources ~~Director~~ and Chief Operating Officer in an effort to keep health care costs at a minimum for employees and for ~~Metro Employer~~. ~~Metro Employer~~ shall make available to the Committee current information regarding insurance premium rates and projected increases, as such information becomes available to ~~Metro Employer~~.

The Chief Operating Officer shall consider the Committee's recommendations and have the authority to make Plan modifications as necessary. In the event that the Parties do not agree, the Union has the right to utilize the remedies available under ORS 243.698 – 243.722 including mediation and fact-finding.

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

20. RETIREMENT:

- 20.1 Effective July 1, 1991, and during the term of this Agreement, all eligible Bargaining Unit employees shall participate in the Oregon Public Employees Retirement System (PERS), or the Oregon Public Service Retirement Plan (OPSRP), as provided in the Oregon Revised Statutes. The extent of PERS or OPSRP membership shall include prior eligibility service, ~~and the unused sick leave option, which shall become effective July 1, 1992. PERS membership shall not include prior benefit service.~~ Employees covered by this Agreement shall be eligible for membership in PERS or OPSRP in accordance with ORS 238.015.
- 20.2 The Employer shall “pick up” the employee contribution to PERS as permitted by ORS 238.205. For the duration of this agreement, if for any reason the ORS 238.205 “employer pick-up” becomes no longer legally available, the Employer shall, on the first payroll period following the effective date of the change, increase the wage of any affected employee by six percent.
- 20.3 The Employer shall “pick up” the employee contribution to OPSRP as permitted by ORS 238A.335(1). For the duration of this agreement, if for any reason the ORS 238A.335(1) “employer pick-up” becomes no longer legally available, the Employer shall, on the first

payroll period following the effective date of the change, increase the wage of any affected employee by six percent.

20.4 The Employer shall participate in the PERS unused sick leave program as provided in ORS 238.350. Employer shall report the number of unused sick leave hours to PERS for use in the calculation of the employee's final average salary.

~~20.1~~20.2

~~20.2 Effective December 16, 1994, the "employee portion" (6%) shall be paid by the employee through automatic payroll deduction as authorized by the Agreement.~~

~~20.3~~20.5 In the event that PERS is revised by court action, legislation or constitutional amendment, the Article shall be reopened for bargaining upon the written request of either party, pursuant to the laws governing interim bargaining, in accordance with the expedited bargaining process.

21. SICK LEAVE:

21.1 ACCRUAL:

All employees shall earn sick leave at the rate of .05 hours per hour paid. - Employees may accumulate unlimited sick leave.

21.2 CALL – IN:

Employees using sick leave shall notify ~~or cause to be notified,~~ their immediate supervisor or their designee as soon as possible but at least ~~forty five (45)~~ thirty minutes before ~~commencement~~ the beginning of their shift. Under extenuating circumstances this ~~forty five (45)~~ thirty minute notice requirement may be waived. However, Animal Keepers must ~~notify the supervisor on duty~~ provide notification before the start of their shift ~~consistent with usual practice.~~

~~MEDICAL PROVIDER CERTIFICATION:~~

~~An employee will be entitled to use a maximum of four (4) consecutive calendar days sick leave without a doctor's certificate if the employee has at least four hundred (400) hours of sick leave. Otherwise, the employee will be entitled to use a maximum of three (3) consecutive calendar days sick leave without a doctor's certificate.~~

~~21.3.1 If an employee is on sick leave prior to their regular weekly scheduled days off, the scheduled days off will not be counted for the purpose of requiring a doctor's certificate.~~

~~21.3.2 When a doctor's certificate is required, it will contain the date of treatment and the date the employee may return to work.~~

21.3 USE OF SICK LEAVE

Employees may use sick leave for mental or physical illness, injury or health condition, medical care, diagnosis and treatment, or preventive medical care of a mental or physical illness, injury or health condition for themselves or for a qualifying family member as defined in 21.4, or for any reason required by law.

21.4 DEFINITION ~~IMMEDIATE-OF~~ FAMILY MEMBER:

Employees may use sick leave for illness in their ~~immediate~~ family which includes an employee's spouse, domestic partner, parent, ~~parent-in-law, and step parent; biological, adopted, step and foster child; grandchild; and any other person for which the employee is a legal guardian~~ grandparent, sibling, child, grandchild (in-law, step, adopted, or foster equivalent), any other person for which the employee is a legal guardian or is in a relationship of in loco parentis, and equivalent relative of an employee with a domestic partner, and individuals related by close affinity, including relationships such as unmarried partners, household partners, "chosen family", or otherwise required by law.

~~21.5 SICK LEAVE MISUSE:~~

~~Notwithstanding the foregoing, any employee who is considered to be misusing sick leave may be subject to discipline pursuant to Article 25 Discipline and Discharge and/or may be required to furnish a doctor's certificate for each day of illness.~~

~~21.5.1 "Misusing sick leave" may include (a) exhaustion of all accrued sick leave, and/or (b) use of forty (40) hours of unprotected sick leave in the preceding twelve (12) months.~~

~~21.5.2 No employee shall be disciplined or discharged for misusing sick leave solely on the basis of (a) or (b) above unless the Employer has first notified the employee that they appear to be misusing sick leave and given the employee an opportunity to respond.~~

21.5 Absences related to pregnancy shall be treated according to State and Federal law.

21.6 The Employer will participate in the PERS unused sick leave program as provided in ORS 238.350. The Employer will report the number of unused sick leave hours to PERS for use in the calculation of the employee's final average salary.

22. OTHER LEAVES:

22.1 UNPAID LEAVE TYPES:

With reasonable advance notice and with consent of the Employer, employees may be permitted other unpaid leaves of absences provided such leaves can be scheduled without adversely affecting the operation of the Employer, under the following conditions: Personal leaves of absence, where the employee will return to work within one hundred eighty (180) calendar days. Personal leaves of absence shall not be granted

for other outside employment.

22.1.1 Job related educational leaves of absence may be granted for a period not to exceed one (1) year. Educational leave privileges will be rescinded in those instances where an employee is found to be engaged in other employment not directly related to the pre-approved education program.

22.1.2 The return to work criteria shall be that used in 22.2, except that accrued sick leave may not be used during an educational leave of absence.

22.2 NON WORK RELATED MEDICAL LEAVE:

Upon application, supported by a statement of the attending physician, a leave of absence ~~will~~ may be granted without pay for a period not to exceed one ~~(1)~~ year in cases of pregnancy, personal illness or physical disability that is non-job-related. Any employee requesting such a leave shall file such request in writing with the Director for approval. and attach thereto ~~The employee shall forward the approval with~~ a statement of the attending physician to the Human Resources office.

22.2.1 Such leave ~~shall~~ may also be granted for critical illness in the immediate employee's family, as defined in 21.4, if supported by a statement of the attending physician and by proof that the illness requires the employee's attendance.

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

22.2.3 After a leave of absence of one hundred eighty ~~(180)~~ calendar days or longer, an employee desiring to return to work must give the Employer ten ~~(10)~~ days written notice of their intent to return. However, after an absence of one hundred eighty calendar days or longer, if a vacancy does not exist at the time such employee decides to return from a leave, they shall be placed on the appropriate laid off list in accordance with seniority which list shall be subject to the provision of section 16.2.1.

22.3 WORKERS COMPENSATION:

During an absence due to an industrial accident which is accepted by Workers' Compensation, any employee covered by this Agreement shall be entitled to receive an income supplement from the Employer for as many days as they have accrued sick leave on the day of the accident. The Employer and the Union agree that the daily

supplement will be 1/3 of the normal gross daily wages. Both Parties agree to the principle that the employee should suffer no financial penalty nor should the employee have a financial advantage by being in a disability status. Medical progress reports and an independent medical examination may be required as a condition of all such payments. The cost of an independent medical examination will be paid by the Employer. The Parties agree that in those instances where the provisions of this article are in conflict with current Workers' Compensation law and administrative rules said laws and administrative rules will prevail.

22.3.1 On an employee's date of hire, they shall be credited with a total of fifteen (15) days of industrial accident leave. Such leave shall be available for time lost because of industrial injury for two (2) years from the employee's date of hire and shall be used prior to the supplement outlined in 22.3 above.

22.3.2 Payments made by the Employer under subsections 22.3 and 22.3.1 above shall not be charged to accrued sick leave.

22.3.3 If an employee exhausts all benefits in 22.3 and 22.3.1 above, and remains employed with Employer, the Employer shall maintain the employee's health and welfare insurance benefits for a period not to exceed three (3) months, providing they were eligible for Employer-paid benefits at the time of the accident.

22.3.4 Any employee who suffers an industrial accident shall have the right for a period of eighteen (18) months to return to the position they held at the time of their accident if they are physically capable of performing the duties of such position.

22.3.5 If an injured employee has become medically stable and is physically unable to return to the position they held at the time of injury, or the eighteen (18) month period in 22.3.4 has expired, then they will be re-employed in accordance with applicable State law.

22.3.6 Employees whose benefits under 22.3 have expired will automatically be placed on an Industrial Accident Leave of Absence. However, an employee who has not returned to work within the eighteen (18) month period in 22.3.4 shall have their seniority frozen and shall accumulate no further seniority until they return to work.

22.3.7 Employees hired as replacements for persons on Industrial Accident Leave, in accordance with 22.3.4, 22.3.5 and 22.3.6, will be informed as to the right of an injured worker to return to their job.

22.4 ~~Parental leave as provided under this Article shall be no less than provided for in ORS 659A.159—162.~~ The Employer will comply with the requirements of Paid Leave Oregon. Any leave provided under Paid Leave Oregon does not alter or expand and leave that may be available under Employer policies or this Agreement. Leave provided under paid Leave Oregon shall run concurrently with any leave provided under Employer policies or this Agreement.

~~22.5—On a case by case basis, employees may be granted an unpaid leave of absence for Union business. Written requests shall not be unreasonably denied. The Employer will suffer no negative customer service or economic impacts~~

~~22.6~~22.5 JURY DUTY:

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

~~22.6.1~~22.5.1 The employee granted such leave shall pay all money received for their service as juror or witness to the Employer, less any travel allowance received.

~~22.6.2~~22.5.2 Where the employee is required to serve as a juror or witness on a scheduled day off or vacation days, and such day cannot reasonably be rescheduled, they may retain the fee paid for service as a juror or witness on their day off or vacation day.

~~22.6.3~~22.5.3 If an employee granted leave under this Article is excused from service as juror or witness with more than two (2) hours remaining in their work shift, they shall notify their supervisor and shall report to work the remainder of their shift if their supervisor requests them to do so. For the purpose of this Article, the employee shall be considered as working the day shift.

~~22.6.4~~22.5.4 Employees shall not be eligible for jury leave with pay if the subpoena is for a non-work related dispute in which the employee is either the plaintiff or defendant or is for a dispute between the Employer and the employee. The employee is entitled to use any accrued vacation in these circumstances.

~~22.7~~22.6 BEREAVEMENT LEAVE:

~~A Any regular status~~ employee absent from duty by reason of ~~the death of their spouse, domestic partner, parents (includes those who stand “in loco parentis”), legal guardians, children, sister, brother, grandparent, grandchildren, aunt, uncle, father in law, mother in law, sister in law, brother in law, daughter in law or son in law or any relative living in the employees household~~their loved one, as defined by the employee, (spouse, domestic partner, parent, grandparent, sibling, child, grandchild, aunt, uncle (in-law, step, adopted, or foster equivalent), in loco parentis, and equivalent relative of an employee with a domestic partner, and individuals related by close affinity, including relationships such as unmarried partners, household partners, “chosen family”, any person with whom the employee has a significant personal bond that is like a familial relationship, regardless of biological or legal relationship, and any other person for which the employee is a legal guardian, or defined by employee) -shall be allowed time off not to exceed ~~two (2) three~~ days time off duty without deduction of pay on account of such absence. ~~Approval for such travel time shall be made by the supervisor. With sufficient advance notice, bereavement days may be taken non-consecutively, provided they are taken within one year of the date of first use.~~

In the event that the leave is denied, the employee may request review of the decision by the Director or their designee.

~~22.7.1~~22.6.1 An additional ~~two (2)~~four days leave, to be paid from any accrued leave balance, shall be allowed an employee for necessary funeral travel time in the event of a death in their immediate family of a loved one. If the employee does not have accrued leave, the leave will be unpaid. Approval for such travel time shall be made by the supervisor.

~~22.7.2~~ Under exceptional circumstances leave for death may be granted by the Director upon the death of a person other than the employee's immediate family.

~~22.7.3~~22.6.2 When an employee attends a funeral ceremony for another current employee at MetroEmployer, they will be granted four ~~(4) hours time~~hours' time off with pay to attend such funeral ceremony, subject to the needs of the operation.

~~22.7.4~~ Bereavement leave will be pro-rated based upon the employee's full-time equivalent (FTE) status, or upon actual scheduled hours worked within the preceding (2) two pay periods, whichever is greater.

23. SAFETY – SANITATION:

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

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

23.3 JOINT LABOR MANAGEMENT COMMITTEES:

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

1. Oregon Zoo
2. Parks and Nature

MetroEmployer 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. The committees will hold monthly safety committee meetings. For the Oregon Zoo a representative from each division of the Zoo will serve on the safety committee. MetroEmployer and the Union agree to establish new committees as required by expansion or reorganization. Each safety committee shall inquire into and make recommendations to MetroEmployer on all safety issues in the work area.

23.3.1 When appropriate and necessary, each month each supervisor shall hold an additional safety meeting with their crew. The safety committee member representing said crew will report on the action or disposition of any recommendations or complaints of the safety committee that would have an effect on their crew.

23.4 SAFETY GUIDELINES:

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

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

23.5.1 Whenever any automotive or other equipment is taken out of service for safety or mechanical reasons, the Employer shall place a tag on the equipment stating the equipment is out of service. A record of service will be maintained and be available for review by the operator of such equipment.

23.6 Any employee, who believes that any working condition or machinery is unsafe, shall immediately call it to the attention of their supervisor and the Safety Committee to determine implementation of corrective actions when required, in accordance with Employer's Safety Policies and Procedures and OR-OSHA regulations.

23.7 No employee shall be disciplined or suffer loss of pay for refusal to violate OR-OSHA regulations or the laws of the State of Oregon.

23.8 Any condition that the Union believes a violation of reasonable sanitation practices may be taken up through the grievance procedure under Article 26.

23.9 Where noxious or poisonous gases may accumulate, the Employer shall provide proper protection and ventilation. Proper lighting and ventilation shall be provided for all enclosed working spaces.

23.10 No employee shall be required to work alone in a situation in which working alone is hazardous. In the determination of whether it is hazardous to work alone, the Employer's safety officer, the Union, and the Safety Committee of the operation involved shall meet to discuss and make recommendations as to what constitutes such a hazardous condition when the question arises.

23.11 Each employee shall be required to wear such safety and protective apparel and devices as furnished by the Employer. Requests to accommodate specific fabric, sizing, or other needs shall not be unreasonably denied.

23.12 ESSENTIAL, NON-ESSENTIAL EMPLOYEES AND REPORTING TO WORK DURING CLOSURE OR CURTAILMENT OF OPERATIONS

23.12.1 Essential employees are employees, designated by their Department Director, who are deemed required to be on site at a Metro facility to ensure safety, security, and continuity of operations during the closure of a facility or curtailment of operations. Essential employees shall be notified annually by their supervisor that the position they hold is so designated. A current list of designated essential personnel including employee name, classification and worksites will be provided to the union no less than once each year by October 15th.

23.12.2 Essential personnel required to report to work when the Chief Operating Officer (COO) or their designee has curtailed or closed operations shall receive pay at one and a half times their regular rate of pay, in addition to their regular hourly rate, for a total of two-and-a-half times pay for actual hours worked that day, with a minimum of four hours.

23.12.3 Employees who attempt to get to work on time but are unavoidably delayed due to a weather event when their worksite is open for regular business hours may use accrued vacation, deferred holiday, compensatory time, personal holidays, or unpaid leave for that portion of the shift that is missed or be authorized by the manager to work remotely.

23.13 Reopener

During the term of this agreement, the Employer and the Union may mutually agree to meet for the purpose of negotiating working conditions impacted by inclement weather, dangerous, or emergency conditions. Any proposals agreed to shall be incorporated through a letter of agreement.

~~23.11~~

24. CLOTHING:

24.1 CLOTHING CRITERIA:

Where the Employer requires specified working clothing for employees in its various operations, the Employer will furnish such clothing. ~~Clothing shall be of an appropriate size, and in good working order.~~ Employees shall be required to wear such clothing. Clothing options will consider fit, fabric, function, and sizing for various body types. The Employer may expand this policy to any of its operations covered by this Agreement. The Employer agrees to have a washer and dryer available on the premises at the Zoo for Zoo employees to launder their work clothes in an emergency situation.

Normal wear and tear is expected and any uniform items, other than safety shoes, that are damaged or suffer unusual wear due to the performance of on-the-job duties will be replaced by the Employer.

~~24.221.1 The Employer will furnish raincoats and rain pants in those cases where the nature of the work requires employees to work out of doors in inclement weather. The Employer will also furnish a winter coat for any Regular Part-Time or Regular Full-Time employee who requests it.~~

24.2 CLOTHING ALLOWANCE:

24.3

Eligibility will start the day of hire. For Regular Part time, full time, and limited duration employees, any employee who voluntarily leaves before completion of the first six (6) months of employment, money shall be reimbursed to the Employer through payroll deduction, based on the following pro-rated calculation:

- Less than one (1) month of employment: 100%
- One (1) to three (3) months of employment: 75%
- Four (4) to six (6) months of employment: 50%

No reimbursement deduction will occur if departing employee does not have qualifying earnings for their final payroll period or paycheck to cover the cost of the reimbursement.

Employees shall promptly return all Employer's uniform items issued to them in the preceding 12- month period upon termination.

24.2.1 The Employer will furnish raincoats and rain pants in those cases where the nature of the work requires employees to work out-of-doors in inclement weather. The Employer will also furnish ~~one~~ a winter coat with the Employer logo every twenty-four months for any Regular Part-Time or Regular Full-Time employee who requests it. Variable hour employees have the option to temporarily check out a winter coat for the duration of their shift.

Any employee working in a position where the Employer requires safety shoes, shall receive an annual safety shoe allowance ~~be reimbursed at five cents (\$.05) per hour as part of their regular hourly pay~~ in the pay period that includes August 1 of each year on the following basis:

- a) Eligible Regular Full-Time and full-time limited duration employees shall receive an annual allowance of \$250 per year.
- b) Eligible Regular Part-time and part-time limited duration employees shall receive an annual allowance of \$125 per year.
- c) Eligible Seasonal Park Worker and Variable Hour Employees shall receive an annual allowance of \$125 per year, on their first full paycheck.

The shoe allowance may be applied to repairs from normal wear and tear, insoles, socks, other items that support the comfort and health of the wearer. Newly hired employees will receive their allowance in their first full paycheck. Purchase of

~~safety shoes~~ items shall be on the employee's time. Such safety shoes must be worn when on duty.

Classifications eligible for safety shoe allowance are contained in Schedule A.

All employees required to wear a uniform shall receive ~~a three cents (\$.03) per hour payment to offset the cost of washing the employee's uniform. an annual laundering allowance in the pay period that includes August 1 of each year on the following basis:~~

a) Eligible Regular Full-Time and full-time limited duration employees shall receive an annual allowance of \$100 per year.

b) Eligible Regular Part-time and part-time limited duration employees shall receive an annual allowance of \$100 per year.

c) Eligible Seasonal Park Worker and Variable Hour Employees shall receive an annual allowance of \$100 per year.

Newly hired employees will receive their allowance in their first full paycheck. This payment is intended to offset the cost of washing the employee's uniform.

Classifications eligible for safety shoe allowance are contained in Schedule A.
24.4

25. DISCIPLINE AND DISCHARGE:

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

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

25.2 The Employer shall not discharge any non-probationary employee without just cause. If, in any case, the Employer feels there is just cause for such discharge, the employee and their Union representative will be notified in writing that the employee is subject to discharge. Such notification shall state the reason in detail for the discharge specifying dates, locations, and the particular nature of the reason for the discharge.

25.2.1 The Union shall have the right to take up the suspension and/or discharge as a grievance as specified at 26.1.3 of the Grievance procedure, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.

- 25.2.2 Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment, or as otherwise stipulated by mutual agreement or by a Board of Adjustment or by an arbitrator under the grievance procedure hereinafter set forth.
- 25.3 During the probationary period an employee may be terminated for any reason without recourse under the Grievance and Arbitration procedures of this Agreement.
- 25.4 If the Employer has reason to discuss any disciplinary action with an employee, the employee shall be given the option of having a Union representative present at any such discussion.
- 25.5 Upon request of an employee records of reprimands shall be removed from an employee's personnel file after two (2) years, provided, however, that the employee has taken corrective action, and has received no other disciplinary actions.

26. GRIEVANCES, COMPLAINTS AND ARBITRATION:

~~26.1 — A grievance for the purpose of this Agreement is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or regarding an alleged violation of this Agreement. Grievances shall be processed in the following manner:~~

~~26.1.1 LEVEL 1 — SUPERVISOR:~~

~~Any employee with a grievance shall refer the matter in writing within fourteen (14) calendar days of the date upon which the alleged grievance occurred. The employee may be accompanied by a Union representative in any discussion following such reference to the supervisor. The Union may take up any grievance with or without the consent of the employee.~~

~~26.1.2 LEVEL 2 — DIRECTOR:~~

~~If the matter is not settled within fourteen (14) calendar days of reference to the supervisor, the matter may be referred to the Director, provided that such reference shall be in writing, shall state the nature of the grievance, the section of the Agreement allegedly violated, and the remedy requested, and shall be presented to the Director or their designated representative within fourteen (14) calendar days of the expiration of the fourteen (14) calendar day period for settlement with the supervisor. The Director, or their designate, and such assistants as they may select, shall meet promptly to attempt to settle such grievance with the Union.~~

~~26.1.3 LEVEL 3 — CHIEF OPERATING OFFICER:~~

~~Should the Union and the Director fail to effect a settlement of the dispute within fourteen (14) calendar days of its submission to the Director, the Union shall have the right to perfect and submit the grievance in writing to the Chief Operating Officer or designee, provided that such submission shall be within twenty-one (21) calendar days from the date of submission to the Director.~~

~~26.1.4 LEVEL 4— ARBITRATION:~~

~~If the grievance remains unresolved the Union shall have the right to submit the matter to arbitration. In the event the Union elects to do so, it must notify the Chief Operating Officer of its decision in writing within twenty one (21) calendar days from the date of submission to Level 3. After the grievance has been so submitted, the Union shall request a list of five (5) arbitrators from the State of Oregon Mediation and Conciliation Service within 30 calendar days of stating their intent to advance the grievance to arbitration. Upon receipt of the list of arbitrators, the parties will strike names within fourteen (14) calendar days. The parties shall select an arbitrator by mutual agreement or alternate striking of names with the Union proceeding with the first strike. The final name left on the list shall be the arbitrator, and shall be contacted by the parties to set a hearing. The parties will make best efforts to schedule arbitration within six (6) months of selecting an arbitrator.~~

~~Requesting arbitration shall not prohibit the parties also requesting grievance mediation at the same time. Any mediation shall be mutually agreeable to the parties.~~

~~26.2— The Arbitrator's decision shall be final and binding, but they shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. Their decision shall be within the scope and terms of this Agreement. However, nothing in this section prohibits the Parties from attempting to resolve the grievance through mediation.~~

~~26.3— The losing party, as determined by the Arbitrator, shall pay the arbitrator's fee, the cost of any hearing room and cost of reporting if requested by the arbitrator. All other expenses shall be borne by the Party incurring them.~~

~~26.4 If mutually agreed upon by both the Employer and the Union, and the request is made prior to the response deadline, timelines for all of the above sections may be extended.~~

26.1 GRIEVANCE DEFINED

A grievance for the purpose of this Agreement is any dispute regarding the meaning, application or interpretation of any provision of this Agreement. The grievance filing shall be in writing, shall state the nature of the grievance, the section of the Agreement allegedly violated, and the remedy requested. Grievances except as noted elsewhere in this Agreement shall be processed as follows:

26.2 LEVEL I: SUPERVISOR

Within twenty-one calendar days of the alleged contract violation the Union shall file the written grievance with the employee's immediate supervisor.

Within twenty-one calendar days of receipt of the grievance, 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 Union to advance it to Level II.

The Union may submit a grievance directly to the Labor Relations office at Level I in matters where the Department Director made the decision that resulted in the grievance, or the grievance is about the supervisor.

The Labor Relations office shall also receive a copy of Level I grievances at the time of filing.

26.3 LEVEL II: DIRECTOR

Within fourteen calendar days of the receipt of the supervisor's response, or absent a response at the deadline for the supervisor's response at Level I, the Union and employee shall submit the advanced written grievance to the Director of the employee's particular Department, or their designee. The Director or designee may respond within fourteen calendar days of receipt of the written grievance. Failure of the Director or designee to respond, or failure of the grievance to be resolved at this level, shall permit the employee and Union to advance the grievance to Level III.

The Union may submit a grievance directly to the Labor Relations office at Level II in matters where the COO made the decision that resulted in the grievance.

The Labor Relations office shall also receive a copy of Level II grievances at the time of filing.

26.4 LEVEL III: CHIEF OPERATING OFFICER (COO)

Within fourteen calendar days of the receipt of the Department Director's response, or absent a response at the deadline for the Department Director's response at Level II, the Union and employee may submit the grievance to the Chief Operating Officer, or their designee. The Chief Operating Officer or designee shall respond within fourteen calendar days of receipt of the written grievance. Failure of the Chief Operating Officer or designee to respond, or failure of the grievance to be resolved at this level, shall permit the employee and the Union to advance the grievance to arbitration within twenty-one calendar days of the response, or of the deadline for the Chief Operating Officer's response.

The Labor Relations office shall also receive a copy of Level III grievances at the time of filing.

26.5 ARBITRATION

If the grievance remains unresolved the Union shall have the right to submit the matter to arbitration. In the event the Union elects to do so, it must notify the Chief Operating Officer of its decision in writing within twenty-one calendar days from the date of submission to Level III. The Union shall request a list of five arbitrators from the State of Oregon Mediation and Conciliation Service within thirty days of stating their intent to advance the grievance. 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, within fourteen calendar days. The Arbitrator selected shall be contacted by the parties to set a hearing.

The parties shall schedule arbitration within three months of selecting an arbitrator. Such request shall not prohibit the parties also requesting grievance mediation at the same time. Any mediation shall be mutually agreeable to the parties.

26.6 ARBITRATOR'S DECISION

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. Except for legal and other costs awarded by the arbitrator to be reimbursed, all other expenses shall be borne by the party incurring them.

26.7 DEADLINE EXTENSION

If mutually agreed upon by both Employer and the Union, and the request is made prior to the response due date, deadlines for all of the above sections may be extended.

27. STRIKES AND LOCKOUTS BARRED:

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

28. SAVING CLAUSE:

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

29. RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS AND UNDERPAYMENTS:

29.1 OVERPAYMENTS:

29.1.1 In the event an employee receives wages or benefits from ~~Metro~~Employer to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, ~~Metro~~Employer 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~~Employer may, at its discretion, use the payroll deduction process to correct any overpayment made within the prior two (2) year period before the notification.
- b. Where this process is utilized, the employee and ~~Metro~~Employer 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~~Employer 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 wage, the overpayment shall be recovered in monthly amounts not exceeding five percent ~~(5%)~~ of the employee's regular monthly base wage. If an overpayment is less than five percent ~~(5%)~~ of the employee's regular monthly base wage, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves ~~Metro~~Employer service before ~~Metro~~Employer fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

29.1.2 An employee who disagrees with ~~Metro~~Employer's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure. No collection will be made until a determination is made on the grievance.

This does not waive ~~Metro~~Employer's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

29.2 UNDERPAYMENTS:

29.2.1 In the event an employee does not receive wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, ~~Metro~~Employer 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~~Employer shall correct any such underpayment made within a maximum period of two years before the notification

29.2.2 This provision shall not apply to claims disputing eligibility for payments which result from this Agreement. Employees claiming eligibility for such things as lead work, work out of classification pay or reclassification must pursue those claims pursuant to the timelines elsewhere in this Agreement.

30. PARKING AND TRANSPORTATION

- 30.1 All represented Benefits-eligible employees are eligible to participate in MetroEmployer's TDM Program.
- 30.2 All Zoo benefits eligible employees will continue to be enrolled in the Universal Pass Program until the program terminates or MetroEmployer opts out of the program.
- 30.3 Full-time and part-time LiUNA members employed at the Oregon Zoo may request a single Zoo-controlled parking space. Upon space availability, MetroEmployer will assign a space to the employee and the employee will be charged in accordance with this article through a pre-tax payroll deduction.
- 30.4 Employees who work between the hours of 9:30 pm and 9:30 am shall not pay for parking. This complimentary parking is subject to modifications made by the Washington Park Transportation Management Association Board and Portland Parks and Recreation.
- 30.5 Employees who chose to participate and are assigned a parking space shall pay \$40.00 monthly for a full-time space. Employees who currently hold a parking spot and pay \$10.00 monthly as of the date of ratification of this agreement will continue to pay \$10.00 monthly for the duration of this agreement.
- 30.6 MetroEmployer shall establish a fund in the amount of \$25,000 per fiscal year for the sole purpose of funding transportation for temporary employees at the Oregon Zoo. Examples of providing such transportation may include such things as annual, monthly, or daily Tri--Met passes. The funds shall be managed at the discretion of the Oregon Zoo. MetroEmployer agrees to meet with the Union upon request at least two times per year in the Joint Labor Management Committee to discuss this provision.

31. TERMINATION – RE-OPENING:

This Agreement shall be in full force and effect from July 1, 2018-2023 until June 30, 2023-2027. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing not later than sixty days prior to the expiration of the subsequent anniversary date that it wishes to modify this Agreement for any reason.

~~30.1 , and it shall cease and expire on that date.~~

LiUNA Schedule A
Clothing Allowance under Article 24

<u>Classification</u>	<u>Laundry</u>	<u>Boot</u>	<u>Seasonal</u>	<u>VHE</u>	<u>Regular</u>
<u>Admissions Lead</u>	<u>YES</u>	<u>NO</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Animal Keeper</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Arborist</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Cash Office Clerk</u>	<u>NO</u>	<u>NO</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Custodian</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Dive Safety Officer</u>	<u>NO</u>	<u>NO</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Diver</u>	<u>NO</u>	<u>NO</u>	<u>n/a</u>	<u>x</u>	<u>n/a</u>
<u>Electrician 1</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Electrician 2</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Guest Services Worker</u>	<u>YES</u>	<u>NO</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Horticulturist</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>HVAC Technician</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>n/a</u>	<u>x</u>
<u>Laborer</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>n/a</u>
<u>Lead Cash Office Clerk</u>	<u>NO</u>	<u>NO</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Litter Patrol</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>n/a</u>
<u>Maintenance Lead</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Maintenance Technician</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Maintenance Worker 1</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Maintenance Worker 2</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Maintenance Worker 3</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Natural Resource Specialist</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Natural Resource Specialist Lead</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Natural Resource Technician</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Nutrition Technician 1</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Nutrition Technician 2</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>n/a</u>	<u>x</u>
<u>Nutritionist</u>	<u>NO</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Operations Lead</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Operations/Warehouse worker</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Park Ranger Lead</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Park Ranger</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Park Worker</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>n/a</u>	<u>x</u>
<u>Park Worker, Seasonal</u>	<u>YES</u>	<u>YES</u>	<u>x</u>	<u>n/a</u>	<u>n/a</u>
<u>Project Coordinator</u>	<u>NO</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Animal Keeper-Senior</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Senior Horticulturist</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Veterinary Technician</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>
<u>Veterinary Technician Lead</u>	<u>YES</u>	<u>YES</u>	<u>n/a</u>	<u>x</u>	<u>x</u>

LiUNA Schedule B
Applicability of CBA to VHE and Seasonal Employees

<u>Article</u>	<u>Article Title</u>	<u>-</u>
<u>1</u>	<u>Recognition</u>	<u>Applies</u>
<u>2</u>	<u>Management Rights</u>	<u>Applies</u>
<u>3</u>	<u>Maintenance of Standards</u>	<u>Applies</u>
<u>4</u>	<u>Classifications</u>	<u>Applies</u>
<u>5</u>	<u>Variable Hour Employees</u>	<u>-</u>
<u>6</u>	<u>Union Membership</u>	<u>Changed to EEO/Non-discrimination; Applies</u>
<u>7</u>	<u>Union Representation</u>	<u>Applies</u>
<u>8</u>	<u>Wages</u>	<u>Applies</u>
<u>9</u>	<u>Hours of Work</u>	<u>Only 9.4, 9.5, 9.6, 9.7</u>
<u>10</u>	<u>Shifts</u>	<u>Only 10.1, 10.3, 10.4, 10.6</u>
<u>11</u>	<u>Overtime</u>	<u>Does not apply.</u> <u>Employer will calculate overtime for variable hour and seasonal employees based on hours worked, rather than hours paid.</u>
<u>12</u>	<u>Reporting Pay and Minimum Pay</u>	<u>Does not apply, instead; A variable hour or seasonal employee who reports to work as scheduled, but where work is not available or made available for them, shall receive a minimum of four hours of pay at their regular rate. An employee who requests to leave early shall be paid only for hours worked.</u> <u>Any variable hour or seasonal employee required to work a split shift shall be paid at the rate of time and one-half for not less than eight (8) hours of such shift (exclusive of any overtime worked in addition thereto). Time worked on the employee's sixth (6th) or seventh (7th) day shall not be covered by this paragraph.</u>
<u>13</u>	<u>Seniority</u>	<u>Does not apply</u>
<u>14</u>	<u>Vacancies</u>	<u>Only 14.1.1c.</u>
<u>15</u>	<u>Working out of class</u>	<u>Applies</u>
<u>16</u>	<u>Reductions in Force</u>	<u>Does not apply</u>
<u>17</u>	<u>Vacations</u>	<u>Does not apply</u>
<u>18</u>	<u>Holidays</u>	<u>Does not apply.</u> <u>Variable hour and seasonal employees shall be entitled to compensation for a holiday only if they work on the holiday.</u> <u>If a variable hour employee works on the holiday, they will be compensated for hours worked at one and one half (1.5) time. The observed holidays are as follows: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.</u>
<u>19</u>	<u>Health & Welfare</u>	<u>See Variable Hour and Seasonal Health Incentive Pilot Study</u>
<u>20</u>	<u>Retirement</u>	<u>Applies only after working 600 hours in a calendar year.</u>

<u>21</u>	<u>Sick Leave</u>	<u>Applies</u>
<u>22</u>	<u>Other Leaves</u>	<u>Only 22.3, 22.4.</u> <u>Article 22.7 applies only for scheduled workdays.</u>
<u>23</u>	<u>Safety-Sanitation</u>	<u>Applies except for 23.12.3</u>
<u>24</u>	<u>Clothing</u>	<u>Applies</u>
<u>25</u>	<u>Discipline & discharge</u>	<u>Variable hour employees with less than one thousand forty (1040) continuous service hours from original date of hire are at-will. The Employer reserves the right to terminate any variable hour employee with one thousand thirty-nine (1039) or less continuous service hours, at any time and for any reason, including lack of work, with or without cause. Variable hour employees with more than one thousand forty (1040) continuous service hours will not receive disciplinary action without just cause and may process their grievance in accordance with Article 26.</u>
<u>26</u>	<u>Grievances, Complaints, & Arbitrations</u>	<u>Applies</u>
<u>27</u>	<u>Strikes & Lockouts</u>	<u>Applies</u>
<u>28</u>	<u>Savings Clause</u>	<u>Applies</u>
<u>29</u>	<u>Recoupment of Wage and Benefit</u> <u>Overpayments and Underpayments</u>	<u>Applies</u>
<u>30</u>	<u>Parking & Transportation</u>	<u>Only 30.1.</u> <u>Article 30.6 refers to HOP Passes for VHEs working more than 10 hours per week.</u>
<u>31</u>	<u>Termination- Reopening</u>	<u>Applies</u>

LiUNA Schedule C
Targeted Market Rate Adjustments FY 2-23-2024

Beginning upon ratification, but no earlier than the pay period that includes July 1, 2023, regular employees in classifications with an adjustment listed in Schedule C Targeted Market Rate Adjustments shall be placed at the pay step in the new pay rate highest and closest to their current pay rate plus one step increase.

<u>Job Title</u>	<u>Step 1 (Entry)</u>	<u>Step 2 (6 months)</u>	<u>Step 3 (18 months)</u>	<u>Step 4 (30 months)</u>	<u>Step 5 (42 months)</u>
<u>Admissions Lead</u>	<u>23.14</u>	<u>24.63</u>	<u>26.20</u>	<u>27.84</u>	<u>29.53</u>
<u>Animal keeper Senior</u>	<u>33.12</u>	<u>35.94</u>	<u>38.76</u>	<u>41.58</u>	<u>44.41</u>
<u>Animal Keeper</u>	<u>28.80</u>	<u>31.25</u>	<u>33.70</u>	<u>36.15</u>	<u>38.62</u>
<u>Cash Office Clerk</u>	<u>22.06</u>	<u>23.45</u>	<u>24.94</u>	<u>26.49</u>	<u>28.16</u>
<u>Cash Office Clerk Lead (VHE & Reg E)</u>	<u>23.38</u>	<u>24.86</u>	<u>26.44</u>	<u>28.08</u>	<u>29.85</u>
<u>Custodian</u>	<u>20.40</u>	<u>22.13</u>	<u>22.49</u>	<u>23.61</u>	<u>24.80</u>
<u>Dive Safety Officer</u>	<u>33.12</u>	<u>35.94</u>	<u>38.76</u>	<u>41.58</u>	<u>44.41</u>
<u>Guest Services Worker</u>	<u>20.40</u>	<u>22.13</u>	<u>22.49</u>	<u>23.61</u>	<u>24.80</u>
<u>Laborer</u>	<u>20.40</u>				
<u>Maintenance Lead</u>	<u>37.45</u>	<u>39.32</u>	<u>41.29</u>	<u>43.35</u>	<u>45.52</u>
<u>Maintenance Technician Parks and Nature</u>	<u>34.78</u>	<u>36.51</u>	<u>38.34</u>	<u>40.26</u>	<u>42.27</u>
<u>Maintenance Worker 1</u>	<u>27.17</u>	<u>28.53</u>	<u>29.95</u>	<u>31.45</u>	<u>33.02</u>
<u>Maintenance Worker 2</u>	<u>30.74</u>	<u>32.27</u>	<u>33.89</u>	<u>35.58</u>	<u>37.36</u>
<u>Maintenance Worker 3</u>	<u>33.10</u>	<u>34.76</u>	<u>36.49</u>	<u>38.32</u>	<u>40.23</u>
<u>Natural Resource Specialist</u>	<u>33.57</u>	<u>35.57</u>	<u>37.69</u>	<u>39.95</u>	<u>42.29</u>
<u>Natural Resource Specialist Lead</u>	<u>36.76</u>	<u>38.92</u>	<u>41.20</u>	<u>43.64</u>	<u>46.20</u>
<u>Natural Resource Technician</u>	<u>28.76</u>	<u>30.57</u>	<u>32.49</u>	<u>34.53</u>	<u>36.69</u>
<u>Operations/Warehouse worker</u>	<u>20.40</u>	<u>22.13</u>	<u>22.49</u>	<u>23.61</u>	<u>24.80</u>
<u>Park Ranger (VHE & Reg E)</u>	<u>28.76</u>	<u>30.57</u>	<u>32.49</u>	<u>34.53</u>	<u>36.69</u>
<u>Park Ranger Lead</u>	<u>35.89</u>	<u>38.15</u>	<u>40.55</u>	<u>43.09</u>	<u>45.79</u>
<u>Park Worker</u>	<u>20.40</u>	<u>22.13</u>	<u>22.49</u>	<u>23.61</u>	<u>24.80</u>
<u>Veterinary Technician Lead</u>	<u>34.78</u>	<u>37.73</u>	<u>40.70</u>	<u>43.64</u>	<u>46.63</u>
<u>Veterinary Technician</u>	<u>30.24</u>	<u>32.81</u>	<u>35.39</u>	<u>37.96</u>	<u>40.55</u>

The following job classifications are removed from this agreement:

1. Guest Services Worker Lead. Employees in Guest Services Worker Lead positions will move to Admissions Lead positions.
2. Stationmaster. Employees in Stationsmaster positions will move to Guest Services Worker positions.
3. Litter Patrol. Employees in Litter Patrol positions will move to Custodian positions.

Metro
Laborers' Local Union 483 Pay Schedule FY 2023-2024
Regular Employees

<u>Pay Range</u>	<u>Job Code</u>	<u>Job Classification</u>	<u>Entry Rate (Step 1)</u>	<u>6 Months (Step 2)</u>	<u>18 Months (step 3)</u>	<u>30 Months (Step 4)</u>	<u>42 Months (Step 5)</u>
<u>302</u>	<u>3004</u>	<u>Guest Services Worker</u>	<u>20.40</u>	<u>22.13</u>	<u>22.49</u>	<u>23.61</u>	<u>24.80</u>
<u>307</u>	<u>462</u>	<u>Park Worker</u>	<u>20.40</u>	<u>22.13</u>	<u>22.49</u>	<u>23.61</u>	<u>24.80</u>
<u>310</u>	<u>444</u>	<u>Custodian</u>	<u>20.40</u>	<u>22.13</u>	<u>22.49</u>	<u>23.61</u>	<u>24.80</u>
-	<u>3010</u>	<u>Operations/Warehouse Worker</u>	<u>20.40</u>	<u>22.13</u>	<u>22.49</u>	<u>23.61</u>	<u>24.80</u>
<u>320</u>	<u>35</u>	<u>Cash Office Clerk</u>	<u>22.06</u>	<u>23.45</u>	<u>24.94</u>	<u>26.49</u>	<u>28.16</u>
-	<u>3025</u>	<u>Operations Lead</u>	<u>22.33</u>	<u>23.75</u>	<u>25.26</u>	<u>26.85</u>	<u>28.48</u>
<u>325</u>	<u>3021</u>	<u>Admissions Lead</u>	<u>23.14</u>	<u>24.63</u>	<u>26.2</u>	<u>27.84</u>	<u>29.53</u>
-	<u>451</u>	<u>Lead Cash Office Clerk</u>	<u>23.38</u>	<u>24.86</u>	<u>26.44</u>	<u>28.08</u>	<u>29.85</u>
<u>340</u>	<u>465</u>	<u>Horticulturist</u>	<u>25.86</u>	<u>27.49</u>	<u>29.2</u>	<u>31.04</u>	<u>32.99</u>
-	<u>533</u>	<u>Nutrition Technician 1</u>	<u>25.86</u>	<u>27.49</u>	<u>29.2</u>	<u>31.04</u>	<u>32.99</u>
-	<u>445</u>	<u>Maintenance Worker 1</u>	<u>27.17</u>	<u>28.53</u>	<u>29.95</u>	<u>31.45</u>	<u>33.02</u>
-	<u>452</u>	<u>Natural Resource Technician</u>	<u>28.76</u>	<u>30.57</u>	<u>32.49</u>	<u>34.53</u>	<u>36.69</u>
-	<u>450</u>	<u>Park Ranger</u>	<u>28.76</u>	<u>30.57</u>	<u>32.49</u>	<u>34.53</u>	<u>36.69</u>
<u>345</u>	<u>470</u>	<u>Animal Keeper</u>	<u>28.8</u>	<u>31.25</u>	<u>33.7</u>	<u>36.15</u>	<u>38.62</u>
<u>350</u>	<u>536</u>	<u>Veterinary Technician</u>	<u>30.24</u>	<u>32.81</u>	<u>35.39</u>	<u>37.96</u>	<u>40.55</u>
<u>352</u>	<u>446</u>	<u>Maintenance Worker 2</u>	<u>30.74</u>	<u>32.27</u>	<u>33.89</u>	<u>35.58</u>	<u>37.36</u>
-	<u>467</u>	<u>Senior Horticulturist</u>	<u>31.42</u>	<u>33.38</u>	<u>35.49</u>	<u>37.72</u>	<u>40.08</u>
-	<u>535</u>	<u>Nutrition Technician 2</u>	<u>31.42</u>	<u>33.38</u>	<u>35.49</u>	<u>37.72</u>	<u>40.08</u>
<u>360</u>	<u>447</u>	<u>Maintenance Worker 3</u>	<u>33.1</u>	<u>34.76</u>	<u>36.49</u>	<u>38.32</u>	<u>40.23</u>
-	<u>471</u>	<u>Senior Animal Keeper</u>	<u>33.12</u>	<u>35.94</u>	<u>38.76</u>	<u>41.58</u>	<u>44.41</u>
-	<u>469</u>	<u>Dive Safety Officer</u>	<u>33.12</u>	<u>35.94</u>	<u>38.76</u>	<u>41.58</u>	<u>44.41</u>
<u>362</u>	<u>468</u>	<u>Arborist</u>	<u>33.26</u>	<u>35.24</u>	<u>37.34</u>	<u>39.56</u>	<u>41.93</u>
<u>355</u>	<u>453</u>	<u>Natural Resources Specialist</u>	<u>33.57</u>	<u>35.57</u>	<u>37.69</u>	<u>39.95</u>	<u>42.29</u>
<u>370</u>	<u>3024</u>	<u>Electrician 1</u>	<u>34.64</u>	<u>36.81</u>	<u>39.12</u>	<u>41.61</u>	<u>44.19</u>
-	<u>448</u>	<u>Maintenance Technician Parks and Nature</u>	<u>34.78</u>	<u>36.51</u>	<u>38.34</u>	<u>40.26</u>	<u>42.27</u>
-	-	<u>Lead Veterinary Technician</u>	<u>34.78</u>	<u>37.73</u>	<u>40.7</u>	<u>43.64</u>	<u>46.63</u>
<u>363</u>	<u>3450</u>	<u>Park Ranger Lead</u>	<u>35.89</u>	<u>38.15</u>	<u>40.55</u>	<u>43.09</u>	<u>45.79</u>
-	<u>3023</u>	<u>Natural Resource Specialist Lead</u>	<u>36.76</u>	<u>38.92</u>	<u>41.2</u>	<u>43.64</u>	<u>46.2</u>
<u>365</u>	<u>455</u>	<u>Maintenance Lead</u>	<u>37.45</u>	<u>39.32</u>	<u>41.29</u>	<u>43.35</u>	<u>45.52</u>
<u>380</u>	<u>457</u>	<u>Electrician 2</u>	<u>40.63</u>	<u>43.06</u>	<u>45.63</u>	<u>48.32</u>	<u>51.18</u>
-	<u>458</u>	<u>HVAC Technician</u>	<u>40.63</u>	<u>43.06</u>	<u>45.63</u>	<u>48.32</u>	<u>51.18</u>
<u>385</u>	<u>3455</u>	<u>Nutritionist</u>	<u>83,407.71</u>	<u>88,664.11</u>	<u>94,252.82</u>	<u>100,204.05</u>	<u>106,427.14</u>
	<u>3456</u>	<u>Project Coordinator</u>	<u>83,407.71</u>	<u>88,664.11</u>	<u>94,252.82</u>	<u>100,204.05</u>	<u>106,427.14</u>

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Variable Hour and Seasonal Employees

<u>Pay Range</u>	<u>Job Code</u>	<u>Job Classification</u>	<u>Step 1</u>
<u>405</u>	<u>4055</u>	<u>Guest Service Worker</u>	<u>20.40</u>
<u>410</u>	<u>4430</u>	<u>Laborer</u>	<u>20.40</u>
<u>420</u>	<u>4444</u>	<u>Custodian</u>	<u>20.40</u>
<u>420</u>	<u>4075</u>	<u>Operations/Warehouse Worker</u>	<u>20.40</u>
<u>430</u>	<u>4035</u>	<u>Cash Office Clerk</u>	<u>22.06</u>
<u>435</u>	<u>4080</u>	<u>Operations Lead</u>	<u>22.33</u>
<u>435</u>	<u>4002</u>	<u>Admissions Lead</u>	<u>23.14</u>
<u>435</u>	<u>4001</u>	<u>Lead Cash Office Clerk</u>	<u>23.38</u>
<u>450</u>	<u>4465</u>	<u>Horticulturist</u>	<u>25.86</u>
<u>450</u>	<u>4535</u>	<u>Nutrition Technician 1</u>	<u>25.86</u>
<u>450</u>	<u>4480</u>	<u>Diver</u>	<u>25.86</u>
<u>450</u>	<u>4445</u>	<u>Maintenance Worker 1</u>	<u>27.17</u>
<u>455</u>	<u>4003</u>	<u>Natural Resources Technician</u>	<u>28.76</u>
<u>455</u>	<u>4450</u>	<u>Park Ranger</u>	<u>28.76</u>
<u>455</u>	<u>4470</u>	<u>Animal Keeper</u>	<u>28.80</u>
<u>460</u>	<u>4536</u>	<u>Veterinary Technician</u>	<u>30.24</u>
<u>466</u>	<u>4446</u>	<u>Maintenance Worker 2</u>	<u>30.74</u>
<u>470</u>	<u>4467</u>	<u>Senior Horticulturist</u>	<u>31.42</u>
<u>470</u>	<u>4447</u>	<u>Maintenance Worker 3</u>	<u>33.10</u>
<u>470</u>	<u>4471</u>	<u>Senior Animal Keeper</u>	<u>33.12</u>
<u>470</u>	<u>4443</u>	<u>Dive Safety Officer</u>	<u>33.12</u>
<u>400</u>	<u>4468</u>	<u>Arborist</u>	<u>33.26</u>
<u>465</u>	<u>4053</u>	<u>Natural Resources Specialist</u>	<u>33.57</u>
<u>480</u>	<u>4011</u>	<u>Electrician 1</u>	<u>34.64</u>
<u>400</u>	<u>4448</u>	<u>Maintenance Technician Parks and Nature</u>	<u>34.78</u>
<u>402</u>	<u>4005</u>	<u>Park Ranger Lead</u>	<u>35.89</u>
<u>475</u>	<u>4006</u>	<u>Natural Resources Specialist Lead</u>	<u>36.76</u>
<u>475</u>	<u>4455</u>	<u>Maintenance Lead</u>	<u>37.45</u>
<u>490</u>	<u>4457</u>	<u>Electrician 2</u>	<u>40.63</u>
<u>495</u>	<u>4015</u>	<u>Nutritionist</u>	<u>83,407.71</u>
<u>501</u>	<u>2450</u>	<u>Seasonal Park Worker</u>	<u>20.40</u>

Metro
Laborers International Union, Local 483 Pay Schedule
(Regular Employees)

Pay-Range	Job-Code	Job-Classification	Entry-Rate-(Step-1)	6-Months-(Step-2)	18-Months-(step-3)	30-Months-(Step-4)	42-Months-(Step-5)
302	3004	Guest Services Worker**	15.00	15.76	16.55	17.39	18.27
303	3005	Lead Guest Services Worker**	16.00	17.00	18.08	19.22	20.41
305	0461	Stationmaster**	15.42	16.38	17.41	18.52	19.67
	0462	Park Worker	16.00	17.01	18.09	19.23	20.41
		Lead Guest Services Worker**					
310	0444	Custodian**#	16.19	17.20	18.30	19.43	20.65
	3010	Operations/Warehouse Worker**#					
320	0035	Cash Office Clerk	17.84	18.97	20.18	21.42	22.78
325	3021	Admissions Lead**	18.74	19.92	21.19	22.52	23.89
	0451	Lead Cash Office Clerk					
	3025	Operations Lead**#					
340	0465	Horticulturist**#	21.69	23.05	24.50	26.04	27.67
	0445	Maintenance Worker 1**#					
	0533	Nutrition Technician**#					
345	0470	Animal Keeper**#	22.78	24.21	25.73	27.34	29.06
	0452	Natural Resource Technician**#					
	0450	Park Ranger**#					
350	0536	Veterinary Technician**#	23.89	25.42	27.01	28.70	30.51
	0446	Maintenance Worker 2**#	24.41	25.94	27.53	29.22	31.03
355	0453	Natural Resources Specialist**#	27.15	28.77	30.49	32.31	34.20
360	0447	Maintenance Worker 3**#	26.35	28.00	29.78	31.65	33.62
	0471	Senior Animal Keeper**#					
	0467	Senior Horticulturist**#					
	0468	Arborist**#	27.90	29.55	31.33	33.19	35.17
	0448	Maintenance Technician**#					
	3450	Park Ranger Lead**#	28.41	30.07	31.84	33.71	35.68
365	0455	Maintenance Lead**#	29.74	31.47	33.33	35.30	37.37
	3023	Natural Resource Specialist Lead**#					
370	3024	Electrician 1**#	29.06	30.88	32.82	34.91	37.07
380	0457	Electrician 2**#	34.08	36.12	38.27	40.54	42.93
385	3455*	Nutritionist#	69965.99	74375.29	79063.34	84055.49	89275.69
	3456*	Project Coordinator#					

* Overtime exempt

** Includes 3 cents for uniform laundering

Includes 5 cents for boot allowance

Metro
Laborers International Union, Local 483 Pay Schedule
(Variable Hour Employees)

Pay Range	Job-Code	Job-Classification	Current Hourly Rate
403	4434	Litter Patrol ***#	15.00
405	4055	Guest Service Worker**	15.00
410	4430	Laborer ***#	15.50
413	4072	Lead Guest Service Worker**	16.00
415	4464	Stationmaster**	15.42
420	4444	Custodian ***#	16.19
	4075	Operations/Warehouse Worker ***#	
430	4035	Cash Office Clerk	17.84
435	4002	Admissions Lead**	18.74
	4004	Lead Cash Office Clerk	
	4080	Operations Lead ***#	
450	4465	Horticulturist ***#	21.69
	4445	Maintenance Worker 1 ***#	
	4535	Nutrition Technician 1 ***#	
455	4470	Animal Keeper ***#	22.78
	4003	Natural Resources Technician ***#	
	4450	Park Ranger ***#	
460	4536	Veterinary Technician ***#	23.89
466	4446	Maintenance Worker 2 ***#	24.41
470	4447	Maintenance Worker 3 ***#	26.35
	4474	Senior Animal Keeper ***#	
	4467	Senior Horticulturist ***#	
465	4053	Natural Resources Specialist ***#	27.15
400	4468	Arborist ***#	27.90
	4448	Maintenance Technician ***#	
402	4005	Park Ranger Lead ***#	28.41
475	4455	Maintenance Lead ***#	29.74
	4006	Natural Resources Specialist Lead ***#	
480	4014	Electrician 1 ***#	29.06
490	4457	Electrician 2 ***#	34.08
495	4015	Nutritionist #	69,965.99
	4009*	Project Coordinator #	

* Overtime exempt

** Includes 3 cents for uniform laundering

Includes 5 cents for boot allowance

~~Letter of Agreement
Metro and Laborers' International Union of North America, Local 483~~

~~This is a Letter of Agreement (LOA) between Metro and LIUNA Local 483 (hereinafter referred to as the Local) in regard to Article 14 Seniority.~~

~~RECITALS~~

- ~~A. The parties desire that Park Rangers have the opportunity for professional growth and experience working in new locations;~~
- ~~B. To this end, the parties wish to recognize the value of a shift bid process for regular full time Park Ranger positions that will be in the sole discretion of management;~~

~~AGREEMENT~~

~~The parties agree to the following:~~

- ~~1. Management agrees to implement at least one full shift bid prior to the expiration of the agreement.~~
- ~~2. Management shall conduct a group shift bid for all regular full time Park Ranger positions, as determined by management. This bidding process will be based on seniority, as outlined in the LIUNA Local 483 and Metro collective bargaining agreement.~~
- ~~3. This shift bid process is intended to provide current regular full time Park Rangers the opportunity for professional growth and the experience of working in new locations and not as a mandated bid process under the collective bargaining agreement.~~
- ~~4. Aside from evaluating bids based on seniority the shift bid process shall be at the sole discretion of management and the Union agrees that the implementation or any changes to the shift bid process during this LOA shall not create any future duty to bargain or be subject to the grievance provision.~~
- ~~5. The parties agree that this Letter of Agreement is not precedent setting for any interpretation of the collective bargaining agreement or any past practice. The Agreement shall not be cited or used in any subsequent grievance, negotiation, or in any other forum except to enforce the terms of this Agreement~~
- ~~6. This LOA becomes effective upon signature of the new collective bargaining agreement and sunsets upon its expiration.~~

For Metro:



Ross Hume Date 6-3-19
Labor Relations Program Manager
Metro

For LIUNA Local 483:

Farrell Richartz Date 6-3-19
Business Manager
LIUNA Local 483

Signature Page

For Metro

Marissa Madrigal, Chief Operating Officer

Christina Longo, Labor and Employee Relations

Ali Little, Labor and Employee Relations

Yaju Dharmarajah, Labor and Employee Relations

Utpal Passi, Oregon Zoo

Lori Ford, Oregon Zoo

Cole Hawkey, Parks and Nature

Justin Takkunen, Parks and Nature

-

**For Laborers' International Union of North America
Local 483**

Rya Sotomayor, LiUNA 483

Dashiell Harrison, LiUNA 483

Jason DeLiberio, Oregon Zoo

Marina Garcia, Oregon Zoo

Mallory Crozier, Parks and Nature

Kendra Carillo, Parks and Nature

Laura Lepley, Parks and Nature

Jonathan Todd, Parks and Nature

Letter of Agreement
Metro and Laborers' International Union of North America, Local 483

This is a Letter of Agreement (LOA) between Metro and the Laborers' International Union of North America, Local 483 (hereinafter referred to as the Union) in regard to the use of cash machines.

RECITALS

1. Cashiers at the Oregon Zoo will use cash handling machines to access and deposit cash from their assigned register.
2. The cash handling machines are equipped with the capability for employees to utilize palm vein readers to log in.
3. The Union has demanded to bargain the impacts of the decision to utilize cash handling machines and palm vein reader technology.

AGREEMENT

The parties agree as follows:

1. Oregon Zoo employees authorized to use cash handling machines may opt out of using palm vein scanners and use an available and authorized alternate method (e.g. password) to log in to the cash machine. During the account set up process, employees will be asked to create a pass code and then will be informed they have the option of using a code instead of palm vein scanning. Employees may request, after initial setup, to have palm scan removed.
2. Metro will not provide palm vein scan information to outside parties unless required by law. Any employee's biometric information derived from and/or stored in Palm Vein Scanners shall not be disclosed to third-party entities including law or immigration enforcement agencies unless required by law. In event such information is disclosed the Union will be immediately notified.
3. Metro will not rely solely on information obtained through the utilization of palm vein readers in order to discipline employees. Failure to follow cash handling procedures including fraudulent use of the cash machines will be subject to discipline.
4. The union will be notified of any changes to the cash handling machine technology or usage.
5. This agreement shall not set precedent, alter, or have effect on the terms and conditions existing between, the Union and Metro except as it specifically applies as stated above.
6. This agreement satisfies any duty to bargain under the Public Employees Collective Bargaining Act (PECBA) in or related to the use of cash machine or palm vein reader technology.

For Metro:



Ross Hume
Labor Relations Program Manager
Metro

5-21-17

Date

For LiUNA Local 483:



Farrell Richartz
Business Manager
LiUNA Local 483

_____,
Date

~~Letter of Agreement
Metro and Laborers' International Union of North America, Local 483~~

~~This is a Letter of Agreement (LOA) between Metro and the Laborers' International Union of North America, Local 483 (hereinafter referred to as the Union) in regard to member participation in Metro's Employee Resource Groups.~~

~~RECITALS~~

- ~~1. Metro has established Employee Resource Groups to assist the organization in achieving its agency-wide diversity, equity, and inclusion goals. The Union supports goals of furthering equity and inclusion and addressing institutionalized racism and bias and union members' contributions to these efforts.~~
- ~~2. Participation in Employee Resource Groups is voluntary. Employees shall not be retaliated against for their participation or refusal to participate in the activities of any Employee Resource Group.~~

~~AGREEMENT~~

The parties agree as follows:

- ~~1. Employees who participate in the Employee Resource Group shall be permitted to do so during their regularly scheduled shift for up to two (2) hours per meeting without loss of pay. If the Employee Resource Group meets outside an employee's work schedule, non-exempt employees shall be eligible for up to two hours paid time per meeting in accordance to this agreement.~~
- ~~2. While participating in the Employee Resource Group outside of regular shift hours, employees will not be eligible for overtime, premium pay and differentials, and call back pay. The employee shall waive their right to consecutive days off when attending the Employee Resource Group meeting.~~
- ~~3. Metro reserves the right to end the Employee Resource Group and such change will not result in a bargaining obligation under the Public Employees Collective Bargaining Act (PECBA).~~
- ~~4. This agreement shall not set precedent, alter, or have effect on the terms and conditions existing between the Union and Metro except as specifically stated in this agreement.~~
- ~~5. This agreement satisfies any duty to bargain under the Public Employees Collective Bargaining Act (PECBA).~~
- ~~6. Violations of this agreement shall be enforceable under the grievance procedure outlined in the parties' collective bargaining agreement.~~
- ~~7. This agreement will expire on June 30, 2023 but may be extended by mutual agreement by the parties in writing. The agreement may be amended by mutual agreement.~~

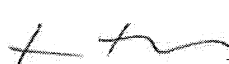
For Metro: _____



Ross Hume Date
Labor Relations Program Manager
Metro

5-28-19

For LiUNA Local 483: _____



Farrell Richartz Date
Business Manager
LiUNA Local 483

5-28-19

~~Letter of Agreement
Metro and Laborers' International Union of North America, Local 483~~

~~This is a Letter of Agreement (LOA) between Metro and LiUNA Local 483 (hereinafter referred to as the Local) in regards to Sick Leave use for variable hour employees.~~

~~RECITALS~~

~~A. Whereas the parties wish to establish a clear procedure for paid sick leave usage for variable hour employees with undetermined shift lengths at the Oregon Zoo.~~

~~AGREEMENT~~

~~The parties agree as follows:~~

- ~~1. Variable hour employees eligible for sick leave, who do not have a specified end time for their shift, who notify their supervisor of the need for sick leave in accordance with Article 5, Section 5.6 of the LiUNA 483/Metro collective bargaining agreement, shall receive paid sick time based on the number of hours worked by a replacement employee in the same shift. If there is not a replacement employee working in the same shift, variable hour employees shall be paid based on a similarly situated employee who works the same shift or who has worked a similar shift in the past.~~
- ~~2. Variable hour employees may only use the amount of accrued paid sick leave available in their respective sick leave balance.~~
- ~~3. This LOA will become effective upon the date of the last signature below and shall expire upon the ratification of the successor collective bargaining agreement.~~


For Metro:



Ross Hume Date
Labor Relations Program Manager
Metro

~~s-zs-17~~

For LiUNA Local 483:



Farrell Richartz Date
Business Manager
LiUNA Local 483

~~5-28-19~~
Date

Letter of Agreement
Metro and Laborers' International Union of North America, Local 483

This is a Letter of Agreement (LOA) between Metro and LiUNA Local 483 in regards to allowing the American Association of Zoo Keepers (AAZK), Portland Chapter to meet during the work day.

RECITALS

- A. Whereas the parties wish to allow employees to participate in a professional organization during the work day.

AGREEMENT

The parties agree as follows:

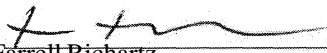
1. Employees who are members of the AAZK, Portland Chapter may attend monthly AAZK meetings held onsite at the Oregon Zoo during their regularly scheduled shift without loss of pay.
2. An employee must request and obtain permission in writing from his/her supervisor to attend the AAZK meetings. Attendance is at management's discretion.
3. The AAZK meetings will be one hour in duration.
 - a. The employee will attend the AAZK meetings in lieu of the employee's 30 minute duty free lunch period.
 - b. The additional 30 minutes of the AAZK meeting time shall be paid time.
4. No shift differential pay, split shift pay, minimum pay, call in pay or overtime pay shall result from attendance to an AAZK meetings.
5. Employees who choose to attend the AAZK meetings on their day off shall not be compensated.
6. This LOA will become effective upon the date of the last signature below and shall expire October 1, 2020. It is anticipated the first meeting will be held in April 2018.
7. This agreement is not precedent setting for any other activities besides monthly AAZK meetings and only applies to active members of the AAZK, Portland Chapter.
8. A violation of this agreement may be grieved under the parties' current collective bargaining agreement.

For Metro:


Ross Hume
Labor Relations Program Manager
Metro

5-28-19
Date

For LiUNA Local 483:


Farrell Richartz
Business Manager
LiUNA Local

5-28-19
Date

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 24-5388 FOR THE PURPOSE OF RATIFYING THE 2023-2027 COLLECTIVE BARGAINING AGREEMENT BETWEEN LIUNA LOCAL 483 AND METRO.

Date: February 8, 2024

Prepared by: Christina Longo, Labor and Employee Relations Program Supervisor

BACKGROUND

This resolution is submitted to ratify the contract between LiUNA 483 and Metro for the period July 1, 2023 through June 30, 2027. This four-year agreement contains the following key economic elements:

I. Wages - Cost-of-Living Adjustments:

- a. Upon ratification, an 8.0% cost of living adjustment will be made to the wage schedule, retroactive to the pay period including July 1, 2023.
- b. Effective the pay period including July 1, during the term of the agreement, wages will be increased by the following amounts: 2024 – 4.0%, 2025 – 3.0%, 2026 – 3.0%.

II. Wages – Market Rate Adjustments:

- a. 23 classifications received market rate adjustments. Variable hour status positions in these classifications will also see a wage increase.

III. Retirement

- a. All eligible employees continue to receive 6% PERS pick up.

IV. Time Off

- a. Formally added Juneteenth as a paid holiday.
- b. Updated vacation years of service to align with other unions.
- c. Expanded sick leave to include both physical and mental illness.
- d. Removed discipline related to excessive sick leave abuse.
- e. Expanded bereavement leave to include immediate family as defined by the employee (family of choice).

IV. Additional Provisions:

- a. The parties agreed to a Variable Hour and Seasonal Health Incentive Pilot Study to determine if negotiated changes to the healthcare incentive for these employees is benefitting them as intended.

ANALYSIS/INFORMATION

1. Known Opposition: none

2. Legal Antecedents: Previously ratified LiUNA 483 collective bargaining agreements.

3. Anticipated Effects: Metro operations will continue uninterrupted.

4. Budget Impacts: The Fiscal Year 2023-24 Adopted Budget was finalized prior to the ratification of the agreement. Finance and department staff are closely monitoring budgets, and any necessary budget amendments will be presented to the Metro Council for consideration prior to June 30th. Finance staff are also incorporating any cost increases as a result of the agreement into the FY2024-25 budget that the Metro Council will consider over the next several months.

RECOMMENDED ACTION

The Chief Operating Officer recommends approval of the resolution

<i>Tentative Agreement</i>	
Date:	<u>12/19/23</u>
For LiUNA:	<u><i>Joshill Amin</i></u>
For Metro:	<u><i>C. Lopez</i></u>

Variable Hour and Seasonal Employee
Health and Welfare Pilot

Any variable hour or seasonal employee, who is employed with Employer on **January April 1** or **June October 1** of each year during this collective bargaining agreement, who worked 416 hours over the preceding six months in a LiUNA represented position, will be eligible for a temporary healthcare incentive of \$150 in any month they work 30 hours or more during the next six-month period.

Employer and union agree to a one-year pilot study, begin the date of ratification of the collective bargaining agreement, to review impact of this agreement for VHE and seasonal employees. The parties agree to meet once a year during the course of this collective bargaining agreement to review results of the pilot study and negotiate any changes.

This pilot study will sunset on June 30, 2027, or at an earlier date as mutually agreed to by both parties.

Materials following this page were distributed at the meeting.

From: [Wufoo](#)
To: [Legislative Coordinator](#)
Subject: [External sender]Submit testimony to Metro Council [#219]
Date: Tuesday, February 6, 2024 6:33:35 AM

Name *	Raymond Saul
Email *	rsaul@att.net
Address	<input type="checkbox"/> 2324 NE 56th Avenue Portland, Oregon 97213 United States

Your testimony

The Portland Diamond Project (PDP) recently announced that it is negotiating with the City of Portland to buy the City of Portland-owned RedTail Golf Course, located in Beaverton, for use as the site of a Major League Baseball (MLB) stadium. Its proposal is distressing for many reasons. Building a MLB stadium at that site would be a terrible mistake for all parties, including the Cities of Portland and Beaverton and the PDP.

A proposal to impose a hulking MLB stadium and its attendant parking lots and garages upon a residential neighborhood on a site without adequate highway infrastructure and mass transit access should be dead-on-arrival. So it is puzzling why this proposal still has any life in it. The City of Beaverton needs to immediately intervene and bring an end to these negotiations by prohibiting use of the site for a MLB stadium.

The best location for a MLB stadium for a future Portland team is not in Beaverton. The best place would be in North Portland, adjacent to both I-5 and Interstate MAX and equidistant from Portland and Vancouver. To be financially successful a MLB team in Portland will need to draw attendees from a wide radius, therefore the best site needs easy access to I-5.

There are two publicly-owned sites that meet these criteria and seem ripe for redevelopment: The Portland International Raceway (PIR) site, owned by the City of Portland; and the Exposition Center, (Expo) owned by Metro. Either site could be offered for use on a long-term lease.

If the City of Portland no longer wants to own and operate the RedTail golf course, then it should offer to sell the property to the City of Beaverton. The future use of this site should be determined by the City of Beaverton, not the City of Portland.

The City of Beaverton could choose to keep the property as park or develop it as a planned unit development, (PUD) or perhaps a combination of both. A well-designed PUD, utilizing New Urbanism principles, could create a model neighborhood containing both commercial and residential components that would maximize pedestrian access and minimize automobile use.

This 164-acre site is a unique and precious resource that should not be wasted for an inappropriate use, such as a MLB stadium.

Is your testimony related to an item on an upcoming agenda? * No