

General Unpaid Leave of Absence  
Agreement and Release  
City of Portland, Laborers International Union, Local 483 and Employee Reaz Qadir Khan

This agreement is between the City of Portland on behalf of the Bureau of Environmental Services (City), LIUNA, Local 483 (Union) and Reaz Qadir Khan (Employee).

**BACKGROUND**

1. The City and the Union are parties to a Collective Bargaining Agreement (CBA) effective July 1, 2010 through June 30, 2013. Employee is a member of the Union.
2. Employee is awaiting trial on a Federal criminal charge of Conspiracy to Provide Material Support to Terrorists. Employee is not currently in custody, on condition of compliance with Court ordered restrictions.
3. Although Employee has been criminally indicted, he has not been found guilty.
4. The City has the exclusive discretion whether to accommodate Court conditions of release in the workplace while Employee awaits trial. The Union and Employee have potential claims related to his general employment and under the terms of the Union contract.
5. Recognizing the unique circumstances herein, the parties have all agreed to jointly resolve their respective interests by allowing Employee to take a general leave of absence and receive paid COBRA health insurance for him and his family on a non-precedent setting basis. The purpose of this agreement is to allow Employee a limited time for the pending criminal charge or any amended or related charge(s) to be resolved before final action is taken with respect to his employment with the City.
6. Once all parties have signed this agreement it shall be presented to the City Council for approval under Ordinance.

**AGREEMENT**

1. The City hereby agrees to approve Employee for a two (2) year unpaid leave of absence beginning April 15, 2013. All unused compensatory and vacation time shall be paid out to Employee.
2. The City hereby agrees to pay the full cost of COBRA health insurance for Employee, his spouse and three children. Coverage shall be paid for the maximum COBRA period of 18 months. Continued City paid coverage presumes continued eligibility for coverage under the City's health insurance plan.
3. The parties recognize that the employee is willing to continue working, but the City is unable and/or unwilling to accommodate the restrictions placed on the employee by

the Court. During the approved unpaid leave the City shall not contest or oppose an application for unemployment benefits or appeal any such award to Employee from the State of Oregon. The City will comply with requests for information from the State as required by statute. The City has no independent authority to grant or deny such unemployment benefits. Nothing in this agreement promises or guarantees such benefits.

4. The Director of the Bureau of Human Resources shall have the sole and exclusive delegated authority of the City Council to approve an extension of the unpaid leave of absence for up to an additional year. The Union and Employee waive any claims, complaints, actions or appeals in any forum of or related to the Director's sole discretion to grant or deny an extension of up to a year for any reason.
5. If during the approved unpaid leave the Criminal charge or any related or amended charge(s) are all dismissed with prejudice, or Employee is found not guilty of all such charge(s), the City shall place Employee on the recall list for the classification from which he last worked. Employee shall maintain his current level of seniority. Employee shall therefore have all recall and re-employment rights as provided under the CBA to return to employment with the City of Portland.
6. If during the approved unpaid leave Employee is found guilty and/or enters any plea, his approved leave of absence shall immediately cease regardless of any appeal(s). The City's obligation to pay the cost of COBRA insurance for Employee, his spouse and dependents shall also cease. Employee's potential rights to employment or reemployment at the City shall terminate immediately. This article applies regardless of whether a trial court finds him guilty or a plea of guilty, no contest, Alford or any combination thereof occurs regardless of appeal(s). Furthermore, the parties all expressly agree that neither he nor the union shall have any recourse or rights with respect to the City to challenge the immediate end of the approved unpaid leave and permanent severance of employment in any legal, administrative, civil or other forum whatsoever. This includes, but is not limited to, the CBA grievance procedures, the Civil Service Board, the Employment Relations Board and State and Federal courts.
7. If at the expiration of the approved unpaid leave any criminal charge(s) are otherwise still unresolved as described in either Articles 5 or 6, Employee shall have no rights to employment or reemployment with the City. Further, the parties expressly agree that neither Employee nor the union shall have any recourse or rights with respect to the City to challenge the immediate end of the approved unpaid leave and permanent severance of employment in any legal, administrative, civil or other forum whatsoever. This includes, but is not limited to, the CBA grievance procedures, the Civil Service Board, the Employment Relations Board and State and Federal courts.
8. Through an Ordinance approving this agreement, the City Council shall:
  - a. Waive the time limits for General Leaves of Absence under its Administrative Rules;

- b. Delegate to the Director of the Bureau of Human Resources the sole, exclusive authority to extend the leave for up to one (1) additional year; and
  - c. Pay the cost of COBRA health insurance for 18 months as specified herein.
9. The Union and Employee hereby respectively waive their rights to bring an action, claim, grievance, Unfair Labor Practice complaint or other complaint against the City in any legal, administrative, civil or other forum regarding CBA Articles or Human Resources Administrative Rules (HRAR) or processes which may impede or conflict with fulfilling the terms of this agreement. This includes, but is not limited to, the CBA Articles and HRAR's covering leaves, layoffs, recalls, grievances and arbitration.
  10. This agreement sets no precedent for any purpose.
  11. All parties have had opportunity to consult with counsel prior to signing this agreement.
  12. This agreement will be effective upon signing by all parties and may be signed in counterparts.

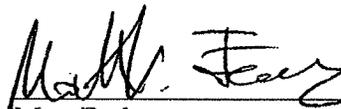
CITY OF PORTLAND

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 Anna Kanwit (Date)  
 Bureau of Human Resources Director

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 Dean Marriott (Date)  
 Bureau Director  
 Bureau of Environmental Services

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 Reaz Qadir Khan (Date)  
 Employee

APPROVED AS TO FORM:

  
 Matt Farley (Date) 3-25-13  
 Deputy City Attorney

\_\_\_\_\_  
 Richard Beetle (Date)  
 LIUNA, Local 483

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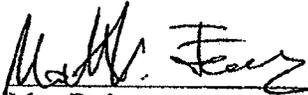
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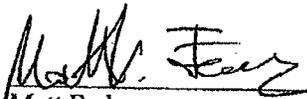
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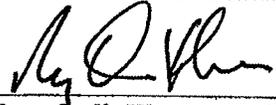
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