

PREAMBLE

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1980, by and between the City of Portland, Oregon, hereinafter called the Employer, and Municipal Employees, Local #483, Laborers' International Union of North America, hereinafter called the Union.

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, handicap, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement. Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide job qualifications or retirement at age 70.

All references to employees in this agreement designate both sexes and wherever the male gender is used, it shall be construed to include both male and female employees.

1. RECOGNITION

1.1 The Employer recognizes the Union as sole collective bargaining agent for all permanent and probationary employees of the Employer in all classifications contained in Schedule A of this agreement, employed by the Employer.

1.1.1 The Employer further recognizes the Union as the collective bargaining agent for all full time emergency public employment program employees employed in any of the classifications covered by this agreement.

1.1.2 Full time, as used in this section, shall mean thirty-six (36) hours of employment per week or more.

1.2 The listings of classifications shall be those classifications of the Employer which the Union signatory hereto has been certified as the collective bargaining representative of, as provided for in the Municipal Code, Chapter 4.40, Employee Representation.

1.3 Prior to any merger or consolidation of any division, bureau, or department by the Employer with any governmental agency, the Employer shall notify and consult with the Union. Such notification will be given at least thirty (30) days prior to the merger or consolidation or, in the event that thirty (30) days' advance notice is not available, at such time as the Employer has knowledge of the impending merger or consolidation.

2. UNION SECURITY

All employees covered by this Agreement shall within ninety (90) days of employment either (1) become and remain a member of the Union, or (2) tender to the Union his fair share of the cost of negotiating and administering the labor agreement. If the employee is a member of a church or religious body which has bona fide religious tenets or teachings which prohibit such employees from being a member of or contributing to a labor

organization, such employee shall pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Employer that this has been done.

Fair share payments authorized by this Article shall be deducted by the Employer.

The Union assumes responsibility for repayment of monies found to be illegally deducted by the City under this Article.

### 3. DUES CHECKOFF

The Employer agrees to deduct from the paycheck of each employee who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on present forms furnished by the Employer and may be revoked by the employee upon request.

The total amount of the monies deducted for regular Union dues and fair share payments shall normally be transmitted to the Union within ten (10) calendar days after the payroll deduction is made.

The performance of these services is at no cost to the Union.

### 4. MANAGEMENT RIGHTS

The Employer shall exercise sole responsibility for management of the City and direction of its work force, except as expressly limited by the terms of this agreement.

5. PRODUCTIVITY

It is the intent of the parties to achieve and sustain maximum productivity per employee during the term of this agreement. In return to the Employer for the wage rates and working conditions herein provided and consistent with the principle of a fair day's work for a fair day's pay, the Union pledges its agreement with the objective of achieving the highest level of employee performance and efficiency **consistent** with safety, good health and sustained effort. Management may provide rewards to employees for improvements in productivity; however, such rewards shall not change the employee's pay rate as contained in Schedule A.

6. JOB SECURITY AND OUTSIDE CONTRACTING

Any work which is performed by permanent bargaining unit employees shall not be contracted out until the Employer indicates that the contracting out will result in reduced costs. This does not restrict the City from contracting out work previously contracted.

When the contracting of work is being considered, the City shall withhold taking such action to provide the Union a reasonable opportunity for discussion of the matter, including alternate methods of performing the work. The City will provide all available cost comparison data to the Union based on uniform specifications. However, except for union contractors, available cost comparisons must include wage, health, welfare and pension costs comparable to those contained in this Agreement. The foregoing cost comparisons shall not apply to existing contracts and practices including those that may be renewed.

Except in case of emergencies, a "reasonable opportunity" for Union discussion shall mean a period of not less than ten (10) working days beginning the date of receipt of certified written notice by the Union.

Such written notice shall contain the documentation available.

Emergencies shall be defined as situations beyond the control of the Employer for which the Employer could not pre-plan.

Emergencies shall not include those day-to-day situations which require immediate action which have been normally performed by bargaining unit employees.

The Employer further agrees that no permanent employee shall lose his employment as a result of contracting out work performed by bargaining unit employees. Any reduction of employees as the result of contracting out will be done through transfer or attrition. This does not preclude the termination of permanent status employees for just cause, nor the laying off of employees for reasons other than contracting work out.

Functions or positions eliminated by contracting will obligate the Employer to transfer any affected permanent employees to comparable employment.

## 7. STANDARD DAY SHIFT HOURS

7.1 Forty (40) hours shall constitute a workweek, eight (8) hours per day, five (5) consecutive days per week. In the event the starting or quitting time of any existing schedule is changed, the Union will be advised. Notice of change in shift starting times or days off will be given prior to the end of the week before the week in which the change becomes effective, and such change will be effective for not less than one week. The basic workweek for non-shift employees shall normally be Monday through Friday. However, it is recognized that City services and operations may require schedules other than Monday through Friday. The Employer will not utilize such other schedules unnecessarily, and such other schedules may be made subject to the grievance procedure should the Union consider any such schedule as not required by the reasonable needs of City operations. In the event any

employee's workdays are changed so that the employee does not have two (2) consecutive days off between schedules, the first day of the changed weekly schedule shall be paid for at time and one-half.

7.1.1. Notwithstanding the workweek set forth in 7.1 above, the employees may request and the Employer and the Union may, by mutual agreement, initiate a workweek consisting of four (4) consecutive ten (10) hour days with three (3) consecutive days off. Overtime rates will be paid for all hours over ten (10) hours worked on any one day, for any work performed on the employee's three (3) scheduled days off and holidays.

7.2 Employees working a second or third shift shall receive a shift differential in accordance with the provisions of Article 8.

7.3 Except in cases of emergency all employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half ( $\frac{1}{2}$ ) shift. Rest periods shall be scheduled at the middle of each one-half ( $\frac{1}{2}$ ) shift whenever feasible.

## 8. SHIFTS

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

8.1 Present practices as to day shift starting times shall be maintained, provided that the Employer may change such starting times (subject to requirements of Article 7.1).

8.2 Second or swing shift: The second or swing shift shall be defined as any shift which begins between 12:00 Noon and 6:59 P.M. An employee scheduled on the second shift shall receive a thirty cent (30¢) per hour swing shift differential in addition to his regular hourly rate as set forth in Schedule A.

8.3 Third or graveyard shift: The third or graveyard shift shall be defined as any shift which begins between 7:00 P.M. and 5:59 A.M. Employees scheduled on the third shift shall receive a shift premium of thirty-five cents (35¢) per hour in addition to their regular hourly rate as set forth in Schedule A.

8.4 The shift premium provided for in 8.2 and 8.3 above shall not apply when on vacation, sick leave or any other paid leave of absence. The shift premiums in 8.2 and 8.3 shall be paid to any employee working full overtime shifts; however, such premiums shall not be used in computing the overtime rate, unless required by Federal law.

8.5 Employees whose eight (8) hour work shift is completed in a period of eight (8) hours shall be allowed a twenty (20) minute period to eat lunch on the Employer's time.

## 9. OVERTIME

9.1 Overtime at the rate of one and one-half ( $1\frac{1}{2}$ ) times an employee's established hourly rate as set forth in Schedule A shall be paid for all work performed outside of or in excess of an employee's established shift hours and on the employee's sixth and seventh day of work in any week and on holidays other than those falling on Saturday. Shift premiums will not be included in overtime computations unless required by Federal law.

9.2 Employees shall have the option of pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate for the overtime hours worked up to a total accrual of seventy-five (75) hours in a calendar year. Compensatory time off will be arranged by mutual agreement between the employee and his supervisor. However, if the taking of compensatory time would result in another employee or employees having to work overtime, the request for such compensatory time may be denied. Any compensatory time remaining at the end of the calendar year will be paid in cash

at the employee's request or may be carried over into the next calendar year. Any compensatory time carried forward into the next calendar year will count against that calendar year's total accrual. In the event that an employee transfers from one bureau to another, any compensatory time will be paid or used before such transfer.

9.3 An employee who is required to work more than two (2) hours before or beyond his regular shift shall be allowed a thirty (30) minute lunch period on the Employer's time, to be taken not later than the expiration of such two (2) hour overtime period. In the event the employee works for more than four (4) hours beyond such two (2) hour overtime period, he shall receive an additional thirty (30) minute lunch period on the Employer's time for each additional four (4) hour overtime increment.

9.4 No employee shall be required to begin his lunch period later than five (5) hours after the beginning of his shift. In the event it is not possible to allow a lunch period during such five (5) hours, the employee shall receive time and one-half for his one-half hour lunch period and shall also be allowed a reasonable opportunity to eat his lunch on the Employer's time.

#### 10. REPORTING PAY AND MINIMUM PAY

10.1 Any employee who is scheduled to report for work on his regular schedule, and who presents himself for work as scheduled, but where work is not available, or made available for him, shall be excused from duty and paid at his regular rate for eight (8) hours.

10.2 Any employee called to return to work before the employee's next work shift, and such call is after the employee has left the Employer's premises at the end of his last shift, shall be paid for a minimum of four (4) hours at the rate of one and one-half ( $1\frac{1}{2}$ ) times his regular rate. How-



ever, when any employee is required to work in excess of eight (8) hours in any work day, 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.

10.3 Any 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 or seventh day shall not be covered by this paragraph.

10.4 Before the Employer requires bargaining unit employees to "stand-by" during their off duty hours, the Employer and the Union representative will meet and determine the appropriate compensation.

10.5 Any employee who is authorized to use his personal automobile in the course of his employment will be paid mileage reimbursement according to the City Code.

10.5.1 Employees are not authorized to transport program participants in their personal vehicles.

10.6 Where the employee cannot arrange alternative schedules with Civil Service, employee will be allowed to take City of Portland Civil Service examination without loss of regular pay for the duration of the time spent in the examination.

## 11. WORKING OUT OF CLASSIFICATION

11.1 Employees may be worked out of classification when it is necessary for the uninterrupted continuation of scheduled programs.

11.2 The Employer shall pay an employee assigned to a higher classification the minimum rate for that classification as provided in Schedule A or in the event his regular rate is higher than the minimum rate of the

higher classification to which he is assigned, a rate three percent (3%) above such employee's regular rate. Such three percent (3%) differential shall be applied to the base rate until the employee attains the maximum rate.

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

11.2.2 When it is necessary to work employees in a lower classification the Employer shall pay the employee his regular rate for his permanent classification.

11.2.3 When a classification within a department or bureau has been filled by temporary assignment for a period of thirty (30) days, the Employer and the Union shall meet to determine if there is a vacancy for a full-time position. "Full-time" as used in this Article, means a position which has been budgeted on an annual basis, or to the end of the fiscal year.

11.3 The Employer agrees that it will request the Civil Service Board to provide the necessary eligible registers to fill the vacancies which occur in the classifications covered by this Agreement. No vacancy in a full time position covered by this Agreement shall be filled on a temporary basis for longer than thirty (30) days unless Civil Service is unable to provide the necessary eligible register.

## 12. SENIORITY

In the matter of layoff and recall of employees, the Employer shall prefer those employees who have permanent Civil Service status with the

greatest length of service with the Employer within a given classification subject to the following conditions:

12.1 Reductions in force shall be accomplished by removing from the classification in which the over-supply exists the junior employee in that classification in that department. An employee so removed shall be entitled to work in a lower classification in his department in which he has held permanent status in the order of his seniority in that classification in that department.

12.1.1 No layoffs or reduction to a lower classification shall be executed so long as there are temporary employees serving within the affected classification.

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

12.1.3 If two or more employees were employed in any classification on the same day, seniority shall be determined by their position on the eligible register at the time of their appointment.

12.1.4 On re-employment of laid-off employees the Employer shall notify the employee by certified letter, with a copy to the Union, mailed to his last known address. The employee shall have five (5) days to report his intentions to the Employer and shall report to work within two (2) weeks after notification by the Employer.

12.2 Seniority shall continue and accumulate during approved leaves of absence in accordance with the provisions of the City Charter and Civil Service Rules and Regulations except that seniority shall be frozen after eighteen (18) continuous months of absence for the purposes of vacation and job bidding.

12.2.1 Any employee who is promoted within the same department and fails to qualify for the new position shall be returned to his former classification with all the rights and conditions of employment he had in his former classification.

12.2.2 Within ninety (90) days of promotion any employee may elect to return to his former classification and bureau with no loss of rights and conditions of employment. Provided, however, a vacancy must exist in the employee's former classification and bureau within six (6) months of the promotion.

12.2.3 The Employer agrees to make available to the Union upon request, copies of any personnel list the Employer maintains regarding seniority or classification changes.

### 13. HOLIDAYS

13.1 The following holidays shall be recognized and observed as guaranteed paid holidays:

13.1.1 New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Christmas Day, and every day appointed by the President or the Governor of the State of Oregon as a universal holiday for all citizens. After completion of six (6) months' service, each employee covered by the terms of this agreement shall have three (3) personal holidays per calendar year. The personal holidays shall be arranged upon reasonable notice and by mutual agreement between the employee and his supervisor, to be taken only during the calendar year in which they accrue. Failure to reach mutual agreement shall immediately refer the matter to the bureau chief.

13.1.2 Whenever one of the above listed holidays falls on a Saturday, the Friday before said holiday shall be considered as a holiday

and paid for as such. Whenever a holiday falls on Sunday the following Monday shall be considered as a holiday and paid for as such. Notwithstanding the foregoing, those crews or work units which operate seven (7) days per week, twenty-four (24) hours per day, will observe Christmas on December 25, New Year's on January 1, and Independence Day (the Fourth of July) on July 4.

13.1.3 In operations that run a night shift and the operation is shut down on a holiday by mutual agreement between the supervisor and the Union, employees will be allowed the choice of holiday eve as their holiday rather than the night of the holiday.

13.2 Eligible employees shall receive eight (8) hours pay for each of the holidays set forth above on which they perform no work. In addition to an employee's holiday pay he shall be paid the overtime rate for any holiday he is required to work. However, if an employee is regularly scheduled to work on a holiday, he will be permitted to defer the holiday with pay until a later date. It is further provided, if a holiday falls on an employee's regular scheduled day off, the employee is entitled to a postponed holiday with pay. 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 Employer 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 calendar year it accrues.

13.2.1 An eligible employee shall be any employee who has been an employee of the Employer at least one day prior to the holiday.

13.2.2 No employee shall receive holiday pay if the employee is absent on his scheduled work day either immediately preceding or immediately following the holiday, unless he was on pay status for the entire such day before and day after, or unless he has previously applied to his supervisor in writing for permission to be so absent and such written request has been

approved by the Commissioner in charge. However, in emergency situations where an employee is unable to procure prior approval for such absence he may submit a written request for holiday pay, stating the reason for his absence, to the Commissioner in charge, through his supervisor. If the Commissioner considers the reason for the absence excusable, the holiday pay shall be paid. Should the Commissioner either question the validity of the request or consider the reason for the absence insufficient cause for being absent, he shall contact the Union, discuss the case with them, and together shall render a decision. The deliberation and decision shall be based upon both the following considerations:

- A. Whether the absence would have been granted had prior approval been sought, and in addition;
- B. Whether the reason for not seeking prior approval was a valid one. Such decision shall be final and binding and not subject to the grievance procedure.

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

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

#### 14. VACATIONS

All employees shall receive vacations with pay as follows:

14.1 Annual vacation leave for employees shall be computed on the basis of time actually served during each calendar year. The rate that annual vacation leave accrues shall depend upon the total amount of service for the Employer, whether or not such service was broken. Beginning with

January 1 of the year in which the employee reaches the following service anniversaries, vacation leave shall accrue at the following rates:

<u>Anniversary</u>	<u>Accrual Rate Per BI-Weekly Period</u>	<u>Equivalent Annual Vacation</u>
Entry	3.0770 hours	80 hours
5	4.6154 hours	120 hours
10	5.3846 hours	140 hours
15	6.1539 hours	160 hours
20	6.9231 hours	180 hours
25	7.6924 hours	200 hours

14.2 An employee's vacation is deemed earned and shall be accredited each payroll period.

14.3 In computing total amount of service as used in 14.1 above:

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

14.3.2 Includes any time under temporary appointment in City service, employment by the Exposition-Recreation Commission, and the Portland Development Commission.

14.3.3 Includes absence because of an on-the-job injury up to one year.

14.3.4 Excludes time in City service for which employee receives pension benefits.

14.4 Employees shall continue to earn vacation credit for;

14.4.1 A cumulative period of one year because of time lost for each on-the-job injury, provided that the employee returns to work in accordance with the Municipal Code, Section 4.16.020 (b)(3). However, should such on-the-job injury result in disability retirement, the employee will be paid for such accrued vacation up to the one year maximum accrual.

14.4.2 Any authorized leave of absence where an employee continues his pay status.

14.4.3 Any authorized personal leave of absence not to exceed thirty (30) days.

14.5 The total number of vacation hours accrued at the end of the first payroll period in January cannot exceed an employee's vacation accrual for the preceding twenty-four (24) month period. Any excess credit at that time will be forfeited. Except, however, if during the month of December, the Employer requires an employee to work his vacation period that was previously scheduled and approved, the amount of vacation worked may be carried over in addition to two (2) year's accumulation.

14.6 Whenever an employee with more than six (6) months' service is laid off or terminated, his vacation time shall be paid in a lump sum.

14.7 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 within their recreation center. However, employees must receive prior approval for use of vacation time and will be entitled to exercise their seniority for only one vacation selection each calendar year. Nothing contained within this Article shall be interpreted to prevent an employee from taking one or two day vacations upon reasonable notice and by mutual agreement between the employee and his immediate supervisor.

14.8 Once an employee's vacation time has been scheduled, the Employer shall not cancel such scheduled vacation time unless the needs of the operation so dictate. If the employee feels his scheduled vacation was cancelled without good reason, the matter will be subject to the regular grievance procedure. If the Employer is found to be in violation of this Article, the employee will be paid at time and one-half for the time worked during the scheduled vacation, with no loss of accrued vacation time. Furthermore, the



Employer will make every effort to accommodate the employee in rescheduling the employee's new vacation.

14.9 No allowance shall be made to an employee for sick leave during a period designated in advance for vacation purposes; except upon a determination by the Commissioner in charge, or the Auditor as to his department, that the injury or illness was of a serious nature. Prompt notification of the injury or illness, and clearance by the person in charge of the employee's payroll unit, shall be made as provided in the Municipal Code, Section 4.28.060.

15. HEALTH AND LIFE INSURANCE

15.1 The Employer shall provide each employee a \$10,000.00 life insurance policy, said policy to be secured and maintained in accordance with the Employer's existing practices.

15.2 The Employer is presently providing certain health and welfare insurance programs to its employees and dependents under a program by which the premiums therefor are fully paid for by the Employer. The Employer will maintain those programs or their substantial equivalents for the life of this agreement and shall continue to pay the full premium therefor, all subject, however, to the provisions of 15.3 below. Employees will advise the Central Payroll of any changes in dependency status.

15.3 The Employer will establish an insurance committee, and will include on that committee representatives of the organizations representing its employees in collective bargaining, and the City's negotiating team. It shall be the function of that committee to make a study of the health and welfare insurance benefits to determine:

15.3.1 The level of benefits;

15.3.2 If the present carriers are providing quality programs at competitive costs,

15.3.3 and reduce to writing their findings and recommendations

and furnish such findings and recommendations to the Employer. If the recommendations are within the present costs, they will be implemented as soon as possible.

15.4 The Employer shall provide a family dental plan with a twelve (12) month orthodontia waiting period. The plan shall provide insurance coverage on a 70/30% basis with incentives.

15.5 The Employer shall make available to retired employees on a self-pay basis the same level of health care coverage for the employee and dependents, at the current cost to the City. Such coverage will be available through the City until both the retired employee and spouse reach age 65.

15.6 Health and welfare benefits may be denied to employees who are in a pay status for less than eighty (80) hours during a calendar month by the withholding of Employer-paid premiums for the subsequent month.

15.7 The Employer shall allow employees under this contract to participate in the Deferred Compensation Program that is currently available to non-represented and other represented employees. However, if the program is determined not to be allowable as a tax deferral under Internal Revenue Service regulations, the participating employee shall hold the Employer and the Union harmless against any and all claims, demands, or other forms of liability arising as a result of any invalidation of the terms and conditions of the Program.

15.8 If the Federal Government enacts Federal Health Legislation or if any taxing authority taxes or otherwise limits or restricts benefits paid by the City, the City will immediately meet with the Union and negotiate on the effect of that legislation as it pertains to this Article.

## 16. SICK LEAVE

16.1 The Employer will continue for the life of this agreement to provide its employees with the sick leave plan and program presently in effect,

except as modified as follows: Permanent employees, including those in probationary status, shall be eligible for use of earned sick leave after ninety (90) days' service with the Employer. An employee shall be entitled to use a maximum of four (4) consecutive calendar days' sick leave without a signed doctor's certificate if the employee has accumulated not less than four hundred (400) hours of sick leave. Otherwise, the employee will be entitled to use a maximum of three (3) consecutive calendar days' sick leave without a doctor's certificate. If an employee is on sick leave prior to his regular weekly scheduled days off and reports to work the first work day following such scheduled days off, the scheduled days off will not be counted for the purpose of requiring a doctor's certificate. When a doctor's certificate is required, it will contain the date of treatment and the date the employee may return to work. Pregnancy shall be considered an illness for the purpose of this article. Time for medical and dental appointments will be charged against accrued sick leave. Employees may accumulate sick leave to a maximum of 2,064 hours. Notwithstanding the foregoing, any employee who is considered, by documented usage patterns, to be misusing sick leave may be subject to discipline including, but not limited to, furnishing a doctor's certificate for each day of illness.

#### 16.2 Industrial Accident Leave:

16.2.1 During an absence due to an industrial accident which has been accepted by the Risk Management Division, any employee covered by this agreement shall be entitled to receive an income supplement from the Employer for as many days as he had accrued sick leave on the day of the accident. The Employer and the Union agree to meet upon completion of this contract to determine the method of computing the amount of the daily supplement. 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. The current method of computation will continue in use until such time as a new method is determined and implemented.

16.2.2 On an employee's date of hire, he 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 years from the employee's date of hire. Such leave credits shall be used prior to the supplement outlined in subsection 16.2.1 above.

16.2.3 Payments made by the Employer under subsections 16.2.1 and 16.2.2 shall not be charged to accrued sick leave.

16.2.4 If an employee exhausts all benefits in 16.2.1 and 16.2.2 above, and remains employed with the City, the Employer shall maintain the employee's health and welfare insurance benefits for a period not to exceed three (3) months, providing he was eligible for City-paid benefits at the time of the accident.

16.3 Sick Leave Utilization Upon Retirement:

16.3.1 The City agrees to convert sick leave pay, upon retirement to a P.E.R.S. supplement, as contemplated by ORS 237.153, or an equivalent basis for those employees covered by a retirement program other than P.E.R.S.

16.4 Sick leave will not accrue during unpaid leaves of absence exceeding thirty (30) days.

17. LEAVES

17.1 Funeral Leave:

17.1.1 An employee absent from duty by reason of the death of his or her spouse, parents, children, sister, brother, grandparent, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law or grandparent-in-law, shall be allowed not to exceed two (2) days time off duty without deduction of pay on account of such absence.

17.1.2 An additional two (2) days' leave shall be allowed an employee for necessary funeral travel time in the event of a death in his immediate family. Approval for such travel time shall be made by the Commissioner in charge (or his designee).

17.1.3 Under exceptional circumstances leave for death may be granted by the Commissioner in charge (or his designee) upon the death of a person other than the employee's immediate family.

17.1.4 When an employee attends a funeral ceremony for a fellow employee within his own department, he will be granted four (4) hours' time off with pay to attend such funeral ceremony, subject to the needs of the operation.

## 17.2 Other Leaves:

17.2.1 With reasonable advance notice and with the consent of the Employer, employees shall be permitted a leave without pay; provided, however, that no time off shall be granted for other outside employment. It is further provided that employees may be granted long term leaves of absence for personal sickness or injury that is non job-related.

17.2.1.1 After a leave of absence of six (6) months or longer, an employee desiring to return to work must give the Employer ten (10) days written notice of their intent to return. However, if a vacancy does not exist at the time such employee decides to return from a leave, he/she shall be placed on the appropriate laid-off list in accordance with their seniority.

17.2.2 Authorized Union representatives, upon written requests from the Union, shall be given short term leaves of absence (less than thirty (30) days) without pay to transact business for the Union. The Union will cooperate with the Employer by controlling requests for such short term leaves to a maximum of two (2) employees off at any given time and in a manner

which will minimize interference with the Employer's operations.

17.2.2.1 If, however, an employee covered by this Agreement is elected or appointed to an office in the Union requiring long term leave of absence from his duties with the Employer, he shall, upon two (2) weeks' written notice, be granted a leave of absence without pay for a period not to exceed two (2) years. The leave may be extended for a second two-year period by mutual agreement between the Employer and the employee. When the employee's aforementioned leave expires, the employee may request to have his name placed on the laid off list. Any employee placed on the laid-off list is subject to applicable Civil Service regulations. No more than one (1) employee from the Union may be on long term leave at any given time. Employees returning from a Union leave under Section 17.2.2.1 must be employed for a period no less than six (6) months prior to requesting another leave.

17.2.3 After completing one (1) year of service, an employee upon request may be granted a leave of absence, without pay, for educational purposes at an accredited school, when it is related to his employment. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended at the request of the employee when necessary. One (1) year leaves of absence, with any requested extension, for educational purposes may not be provided more than once in any three (3) year period. Employees may also be granted leaves of absence with or without pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it does not interfere with the operation of the Employer.

17.2.4 Subject to mutual agreement between the Employer and the employee, a reasonable period will be allowed for the donation of blood on a voluntary basis. If the donation period occurs on City time, it shall not normally exceed two (2) hours.

18. JURY DUTY

All employees shall be granted leave with pay and without loss of any benefits of his 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:

18.1 The employee granted such leave shall pay all money received for his service as juror or witness to the City Treasurer, less any travel allowance received.

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

18.3 If an employee is subpoenaed to appear on a civil or criminal case, as a consequence of their official duties, on their off duty time; they shall receive overtime pay for the time actually spent in court rounded to the next hour and they shall be allowed to retain the witness fee.

18.4 If an employee is not on a Monday through Friday day-shift schedule, and he is required to serve as a juror, he shall be rescheduled to a Monday through Friday day-shift for the duration of his jury duty. The overtime provisions of this agreement shall not apply to an employee undergoing a shift change to go on or come off jury duty.

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

## 19. SAFETY - SANITATION

19.1 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. The willful violation of any State or Federal safety law by any employee shall be cause for disciplinary action or discharge.

19.2 The Union will encourage its members to work in a safe manner. To that end, safety committees shall be established within the various operations of the Employer. Each committee shall be composed of five (5) representatives; two (2) representatives designated by the Employer, two (2) by the Union, and a fifth (5th) picked by the four representatives, which committee shall assist, make recommendations to, and cooperate with a safety representative of the Employer, who shall be an ex-officio member of such committee. The employees designated for this committee shall be employees who have knowledge of practices of the operation and who have worked for the Employer a minimum of one (1) year. The functions of such committee shall be advisory only. The committee shall meet once a month with minutes of meeting prepared by management and a copy thereof furnished to the Union. Committee members shall serve a term of one (1) year or until replaced but may not serve more than two (2) consecutive years.

19.3 All work performed by the employees shall be governed by the provisions set forth in the Oregon State Safety Codes.

19.4 No employee shall be allowed to operate any vehicle or machinery which does not comply with the Safety Codes or the laws of the State of Oregon.

19.5 Any employee who believes that any working conditions or machinery is unsafe shall immediately call it to the attention of his supervisor. The supervisor shall immediately discuss the complaint with the employee and try to arrive at a mutual agreement as to whether or not an unsafe condition exists.



If unable to reach a mutual agreement on the complaint, the supervisor may make a decision on the complaint. However, if the employee is not satisfied with the decision, such employee shall be allowed time to telephone the Employer's Safety Representative and, if he is unavailable, the Workers' Compensation Board, to request an immediate investigation of the matter.

19.6 No employee shall be disciplined for refusal to violate the Safety Codes or the laws of the State of Oregon.

19.7 Any condition which the Union believes is a violation of reasonable sanitation practices may be taken up through the grievance procedure in Step 31.4.

19.8 Ventilation: 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.

19.9 No employee shall be allowed 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 Representative and the Union shall meet to discuss and arrive at a mutual decision as to what constitutes a hazardous condition when the question arises.

19.10 Each employee shall be required to wear such safety and protective apparel and devices as furnished by the Employer.

19.11 An employee operating a City of Portland motor vehicle without a valid driver's license shall be subject to discipline up to and including discharge, for failure to notify his supervisor of his license suspension or revocation. Those employees reporting loss or revocation of a driver's license will be transferred to a non-driving position in the same or lower job classification. The employee, upon receipt of a valid driver's license, will be returned to his normal duties.

19.12 Hazardous Materials: Employees required to handle hazardous materials in the course of their employment shall receive instructions as to the safe procedures for the handling of such materials.

20. UNION REPRESENTATIVE

The Business Representative of the Union shall have access to the Employer's operations, provided he does not interfere or cause employees to neglect their work.

20.1 Union Activities: The parties agree to the primary principle that Union activities will normally be carried on outside of working hours. It is recognized, however, that from time to time it will be necessary for Union activities to be carried on during working hours as, for example, the investigation of a grievance which can only be investigated under working conditions. It is further recognized that there are reasonable limited deviations from this policy, such as posting of Union notices and distribution of Union literature, which do not require substantial periods of time. Where such activities are necessarily or reasonably to be performed on company time, they may be done without loss of pay to the employees involved.

20.2 Shop Stewards: It is recognized by the Employer that shop stewards are desirable for the proper administration of the terms of this agreement. The Employer also recognizes that it is desirable that the person designated as steward shall receive his fair share of the work that he is qualified to perform. In no event shall the Employer discriminate against a steward in the matter of layoffs or rehires or discharge him on account of the proper performance of his steward's duties.

The Union shall have a right to take up any disciplinary action brought against a shop steward by the Employer as a grievance at Step 31.4 of the grievance procedure, and the matter shall be handled in accordance with

this procedure through arbitration, if deemed necessary by either party.

20.3 Consultation, Negotiations and Meetings: Consultation, negotiations and meetings with the Employer representative will be carried out at times mutually acceptable, and each party shall in good faith endeavor to perform such activities at a time which will not unreasonably inconvenience the other nor detract from the City's work operations. When such activities need be carried on during working hours of the participants, such scheduled participants shall suffer no loss of pay for time actually spent in the activity nor for reasonable travel time to and from the activity. Such activities will include portions of Civil Service meetings to the extent that employees attend to provide testimony on agenda items directly impacting their individual employment status and make prior arrangements with their supervisor for such attendance. Where such issues impact more than one employee, no more than one employee spokesperson may attend on the Employer's time.

20.4 Employee Rights: The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause, provided that such activity shall not interfere with employees in the performance of their duties.

20.4.1 An employee shall receive a copy of any employee evaluation report, and management will receive acknowledgement that the employee has received such report. Any rebuttal to an employee's evaluation report shall be, upon request of the employee, attached to the evaluation report and placed in the employee's personnel file. Such rebuttal must be filed within fifteen (15) work days following receipt of the evaluation report.

Any employee shall be allowed to examine his personnel file upon request.

20.4.2 All written working rules or regulations affecting the working conditions of any employee covered by this agreement shall be made available upon request by the Union. The Union and the Employer shall meet immediately on any rule or regulation which tends to be in conflict with this agreement. It shall also be the responsibility of the Employer to inform employees of all rules and regulations which affect him as an employee.

20.4.3 Employees who wish to transfer may submit such request in writing to the Recreation Director. Advance notice shall be given to employees who are being transferred. An employee who wishes to discuss the reasons for a transfer may request a meeting with the Recreation Director together with the Union representative.

20.5 Labor Management Committee: The Employer and the Union shall appoint not less than two (2) nor more than four (4) members to a Labor Management Committee. This Committee shall meet when requested by either party at a mutually convenient time and place to discuss any matters pertinent to maintaining good employer-employee relationships. Each party shall advise the other at least two (2) working days prior to such meeting as to the subject matters to be discussed.

## 21. PAYDAY

21.1 Payday shall be bi-weekly and in no case shall more than six (6) days' pay be held back. Employees shall be paid prior to the end of their assigned shift.

21.2 In case an employee is laid off, quits or is discharged, he shall receive his pay in compliance with State law.

22. STRIKE'S AND LOCKOUTS BARRED

22.1 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 guaranty that for its duration there will be neither strikes, picketing nor lockouts, and that all complaints, grievances or disputes arising under its provisions will be settled pursuant to its grievance procedure.

22.2 Picketing: Notwithstanding any provision of this article, it shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute. This shall not apply in case of emergency or need to maintain essential services, or to protect health, life, or property, or in the event of a strike against the City of Portland, provided, however, employees covered by this Agreement shall not be used to perform work which is normally performed by striking employees.

23. MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in its individual operations relating to wages, hours of work, overtime differentials and general working conditions 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 section 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) days from the date of error. Any disagreement between the Union and the Employer with respect to this matter shall be subject to the grievance procedure.

30. WAGE SCALES

30.1 Wages shall be paid in accordance with the provisions of Schedule A attached hereto.

30.2 Before requesting the reclassification of any position, proposing a new classification, or abolishing any represented classification, the Bureau Head shall notify the Union of the proposed reclassification, creation or abolition, and discuss the effects thereof.

30.3 Whenever the Employer creates a new position which comes under the jurisdiction of the bargaining unit covered by this Agreement, and such position is classified under a job title not in Schedule A, the Employer and the Union shall meet immediately to negotiate a wage scale for the new classification. If agreement is not reached, the Employer may implement the wage scale on an interim basis. Final wage scale determination will be made by a three (3) person panel consisting of one (1) Employer-selected representative, one (1) Union-selected representative and one (1) neutral party to be selected by mutual agreement between the Employer and the Union.

30.4 The Union and the Employer recognize that the Municipal Civil Service Board has the sole authority to classify or reclassify positions. The above does not preclude the union from monitoring the City's classification plan.

30.5 Upon request, with reasonable notice, the Employer will provide an accurate account of the individual employee's accumulated sick leave, holiday and vacation credits.

30.6 The Employer agrees to maintain its membership in the State of Oregon Public Employees Retirement System (PERS). Beginning with the 7/1/80 payroll for work performed on and after July 1, 1980, the City shall cease withholding from employee's salaries the contributions required by ORS 237.071; and shall "pick-up", assume and pay a six percent (6%) average employee con-

tribution to the Public Employees Retirement Fund for the employee members then participating in the Public Employees Retirement System. Such "pick-up" or payment of employee member contributions to the system shall continue for the life of this agreement and shall also be applicable to employees who first begin to participate in the system on and after July 1, 1980, to the termination of this agreement.

The full amount of required employee contributions "picked-up" or paid by the City on behalf of employees pursuant to this agreement shall be considered as "salary" within the meaning of ORS 237.003 (8) for the purposes of computing an employee member's "final average salary" within the meaning of ORS 237.003 (12) but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 237.071. Such "picked-up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 237.071 (2) and shall be considered to be employee contributions for the purposes of ORS 237.001 to 237.320.

City employees under Multnomah County retirement system will receive in lieu of the PERS "pick-up", a six percent (6%) contribution by the City of Portland into its Deferred Compensation Program.

25. TOOLS

The Employer shall furnish replacements of articles stolen, lost or broken on the job to any employee who is required or authorized to furnish such articles to carry on his job for the Employer, except where lost or broken articles are the result of negligence on the part of the employee. Employees who voluntarily utilize their own equipment or articles without proper authorization, do so at their own risk.

26. CLOTHING

Where the Employer now furnishes and launders working clothing for employees in their various operations, such practice shall continue.

27. UNEMPLOYMENT COMPENSATION

The Employer shall place all of the employees in this bargaining unit under the Unemployment Insurance Program of the State of Oregon.

28. TRAINING SCHOOLS AND CONVENTIONS

28.1 In making determinations as to personnel who shall attend conventions or schools, the Employer will give consideration to personnel covered by this agreement, when it finds that attendance by such employees will appreciably add to their ability to perform their duties to an extent deemed by the Employer to be economically justifiable.

28.2 Represented employees selected by the Employer to attend job-related training will be compensated on the same basis as other employees for wages, per diem, and the costs of training and transportation.

28.3 Where the Employer requires certification of certain employee skills and the certification requirement did not exist at the time of employment in the classification, the Employer will pay the initial costs incurred in the certification. Present practices relating to the Employer assuming costs relating to employee certification will be continued. Driver's License and endorsements are excluded from this provision.

29. UNION BULLETIN BOARDS

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



shall be signed and in good taste and shall not reflect on the integrity or motives of any individual, City bureaus or activities.

30. DISCIPLINE AND DISCHARGE

30.1 Disciplinary actions or measures shall include only oral warning, written reprimand, demotion, and suspension. Disciplinary action or measures may be imposed only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to discuss any disciplinary action or the possibility of any disciplinary action, the employee shall be given the option of having a Union representative present at any such discussion.

30.2 Discharge: The Employer shall not discharge any employee who has completed his probationary period without just cause. If, in any case, the Employer feels that there is just cause for discharge, the employee involved will be suspended without pay for seven (7) calendar days before the discharge is effective. The employee and his Union representative will be notified in writing that the employee has been suspended and is subject to discharge. Such notification shall state the nature of the offense for which the employee is being discharged, in detail, specifying dates, locations, and the particular nature of the offense committed by the employee. The Union shall have the right to appeal discharge within seven (7) calendar days of receipt of notice as a grievance at Step 30.4 of the grievance procedure; provided, however, that this section shall not apply to any employee who appeals through the Civil Service Board.

30.3 Records of oral or written reprimands may be removed by mutual agreement between the affected parties from an employee's personnel file after one (1) year, provided, however, that employee has taken corrective

action, and has received no other disciplinary actions.

30.4 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 of the rights and conditions of employment unless otherwise stipulated by mutual agreement or otherwise ordered by an arbitrator under the grievance procedures hereinafter set forth.

### 31. GRIEVANCES, COMPLAINTS AND ARBITRATION

To promote better employer-employee relationships, both parties pledge their immediate cooperation to settle any grievances or complaints that might arise out of the application of this agreement, and the following procedure shall be the sole procedure to be utilized for that purpose;

31.1 Any employee claiming a breach of any provision of this agreement shall refer the matter orally to his immediate supervisor who is not an employee covered by this agreement, stating he has a grievance under the contract, within five (5) working days of the date upon which the alleged violation occurred. The employee may be accompanied by a Union representative in any discussion following such reference to the immediate supervisor.

31.2 If there is a breach of any provision of this agreement affecting a group of employees, or if the breach of any provision of this agreement is the result of an agreement reached between the Employer and an employee without the approval of the Union involved, the Union shall have the right to take up such breach with or without the consent of the employees or employee involved.

31.3 If the matter is not settled within five (5) working days of the reference to the supervisor, the matter may be referred to the Bureau Head. Such referral shall be in writing, shall state the nature of the grievance in detail specifying dates, locations, and all specific sections of the

agreement allegedly violated, and the remedy requested, and shall be presented to the Bureau Head within five (5) working days of the expiration of the five (5) day period for settlement with the supervisor. The Bureau Head or his designee shall meet promptly to attempt to settle such grievance with the grievance committee of the Union.

31.4 If the matter is not settled within five (5) working days of the reference to the Bureau Head, the matter may be referred to the Commissioner (or his designee) in charge of the facility involved, provided that such reference shall be in writing, shall state the nature of the grievance in detail specifying dates, locations, and all specific sections of the agreement allegedly violated, and the remedy requested and shall be presented to the Commissioner in charge of that facility or his designated representative within ten (10) working days of the expiration of the five (5) day period for settlement with the Bureau Head. The Commissioner (or his designee) and such assistants as he may select shall meet promptly to attempt to settle such grievance with the grievance committee of the Union.

31.5 Should the grievance committee and the Commissioner fail to effect a settlement of the dispute within ten (10) days of its submission to the Commissioner, the Union shall have the right to submit the grievance in writing to the Mayor of the City of Portland, provided that such submission shall be within twenty (20) days from the date of submission to the Commissioner in charge of the facilities as provided for above.

31.6 Should the parties fail to settle the dispute with the Mayor within two (2) weeks from the date of submission to him, 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 Mayor of its decision in writing twenty-one (21) calendar days from the date upon which the grievance was submitted to the Mayor. After the grievance has been so submitted, the parties or

their representatives shall jointly request the Federal Mediation and Conciliation Service for a list of names of seven (7) arbitrators. The parties shall select an arbitrator from that list by such method as they may jointly select, or, if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party shall strike the first name objectionable to it, and the Employer shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.

The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, amend, add to or detract from the terms of this agreement. His decision shall be within the scope and terms of this agreement and in writing.

The Employer and the Union shall divide equally and pay the arbitrator's fee, the cost of any hearing room and cost of a shorthand reporter if requested by the arbitrator. All other expenses shall be paid by the party incurring them.

### 32. WARRANT OF AUTHORITY

The officials executing this agreement in behalf of the Employer and the Union signatory hereto hereby warrant and guarantee that they have the authority to act for, bind and collectively bargain on behalf of the organizations which they represent.

### 33. 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.

#### 34. EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement, effective July 1, 1980, shall remain in full force and effect until July 1, 1982, and from year to year thereafter unless either party shall, at least sixty (60) days, but not more than ninety (90) days, prior to any anniversary date, notify the other party in writing of any desire to make changes in or to terminate the Agreement.

The wage scale provided for in this agreement shall be increased effective July 1, 1981. The increase shall be based on the percentage (%) increase in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised 1978) for the City of Portland, Oregon", published by the Bureau of Labor Statistics, U.S. Department of Labor, between May 1980 and May 1981, and referred to herein as the "Index".

Second year wages will be the percentage change in the "Index" based on the following formula:

CPI	0 - 6%	-	100%
	+ 6 - 10%	-	75%
	+ over 10%	-	50%

If a property tax limitation measure is passed in an election prior to July 1, 1981, the City Council may elect to renegotiate the wage adjustments for the period July 1, 1981, to June 30, 1982, in lieu of applying the "Index" formula.

If either party gives notice to the other as herein provided, representatives of the Employer and of the Unions shall meet and shall negotiate such proposed changes without unnecessary delay.

CITY OF PORTLAND, OREGON

MUNICIPAL EMPLOYEES, LOCAL #483  
LIUNA

By \_\_\_\_\_  
MAYOR

By \_\_\_\_\_

By \_\_\_\_\_  
AUDITOR

Date: \_\_\_\_\_

## SCHEDULE "A"

		Rates Effective July 1, 1980 to June 30, 1981			
		Entry Rate	After 1 yr	After 2 yrs	After 3 yrs
4325	Recreation Instructor I	8.01	8.51	8.75	9.00
4326	Recreation Instructor II	8.51	9.00	9.31	9.57
4327	Recreation Instructor III	9.15	9.73	9.98	10.28

ORDINANCE No. 150169

An Ordinance authorizing the Mayor and Auditor to execute an agreement between the City of Portland and Municipal Employees, Local 483, LIUNA, relating to terms and conditions of employment of represented personnel, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. Representatives of the City and Municipal Employees, Local 483 have agreed upon terms and conditions of employment of reresented City employees for the period of July 1, 1980 through June 30, 1982.
2. Said terms and conditions have been reduced to a form of agree-ment which the Mayor and Auditor should be authorized to execute.
3. Salary rates were previously implemented by Ordinance #150061

NOW, THEREFORE, the Council directs:

- a. The Mayor and Auditor are authorized to execute an agreement between the City and Municipal Employees, Local #483, relating to terms and conditions of employment of represented employees.
- b. Said agreement to conform to the form of agreement attached to the original only of this Ordinance marked Exhibit "A" which, by this reference, is made a part hereof.

Section 2. The Council declares that an emergency exists because delay would unnecessarily deprive City employees of benefits and negotiated working conditions; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, AUG 6 1980

Mayor McCready  
David L. Sears/wlc  
July 29, 1980

Attest:

*Serge Tchoumil*  
Auditor of the City of Portland



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- a. The Mayor and Auditor are authorized to execute an agreement between the City and Municipal Employees, Local #483, relating to terms and conditions of employment of represented employees.
- b. Said agreement to conform to the form of agreement attached to the original only of this Ordinance marked Exhibit "A" which, by this reference, is made a part hereof.

Section 2. The Council declares that an emergency exists because delay would unnecessarily deprive City employees of benefits and negotiated working conditions; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, AUG 6 1980

Mayor McCready  
David L. Sears/wlc  
July 29, 1980

Attest:

*George Johnson*  
Auditor of the City of Portland

Calendar No. 2825

ORDINANCE No. 150169

Title

An Ordinance authorizing the Mayor and the Auditor to execute an agreement between the City of Portland and Municipal Employees, Local #483, LIUNA, relating to terms and conditions of employment of represented personnel, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie		
Jordan		
Lindberg		
Schwab		
McCready		

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

Filed **AUG 1 1980**

**GEORGE YERKOVICH**  
Auditor of the CITY OF PORTLAND

By *George Yerkovich*  
Deputy

INTRODUCED BY  
Mayor McCready

NOTED BY THE COMMISSIONER

Affairs

Finance and Administration *CM*

Safety

Utilities

Works

BUREAU APPROVAL

Bureau: Bureau of Personnel Services

Prepared By: *David L. Sears* Date: July 29, 1980

Budget Impact Review:  Completed  Not required

Bureau Head: *Jon D. Stephens*

NOTED BY

City Attorney

City Auditor

City Engineer

R