

**AGREEMENT**

**BETWEEN**

**THE PORT OF PORTLAND**

**AND**

**MUNICIPAL EMPLOYEES, LOCAL 483**

**MARINE INDUSTRIAL DEVELOPMENT**  
**LANDSCAPE GARDENERS**

**JULY 1, 2021 – JUNE 30, 2023**

**Table of Contents**

**PREAMBLE ..... 1**

**1. RECOGNITION ..... 1**

    Section 1.01..... 1

**2. UNION SECURITY..... 1**

    Section 2.01..... 1

    Section 2.02..... 2

    Section 2.03..... 2

    Section 2.04..... 3

**3. HIRING ..... 3**

    Section 3.01..... 3

    Section 3.02..... 3

    Section 3.03..... 3

**4. STANDARD DAY SHIFT HOURS..... 3**

    Section 4.01..... 3

    Section 4.02..... 4

    Section 4.03..... 4

    Section 4.04..... 4

    Section 4.05..... 4

**5. WAGE SCALES ..... 4**

    Section 5.01..... 4

    Section 5.02..... 4

    Section 5.03..... 5

**6. OVERTIME ..... 5**

    Section 6.01..... 5

    Section 6.02..... 5

    Section 6.03..... 5

    Section 6.04..... 5

    Section 6.05..... 5

**7. REPORTING PAY AND MINIMUM PAY ..... 6**

    Section 7.01..... 6

    Section 7.02..... 6

    Section 7.03..... 6

Section 7.04.....	6
<b>8. LANDSCAPE GARDENING .....</b>	<b>6</b>
Section 8.01.....	6
Section 8.02.....	6
<b>9. MANAGEMENT RIGHTS .....</b>	<b>7</b>
Section 9.01.....	7
Section 9.02.....	7
Section 9.03.....	7
<b>10. HOLIDAYS .....</b>	<b>7</b>
Section 10.01.....	7
Section 10.02.....	8
Section 10.03.....	8
Section 10.04.....	8
Section 10.05.....	8
<b>11. VACATIONS.....</b>	<b>8</b>
Section 11.01.....	8
Section 11.02.....	9
Section 11.03.....	9
<b>12. SICK LEAVE .....</b>	<b>9</b>
Section 12.01.....	9
Section 12.02.....	9
Section 12.03.....	9
Section 12.04.....	10
Section 12.05.....	10
<b>13. INJURY LEAVE.....</b>	<b>10</b>
Section 13.01.....	10
<b>14. FAMILY MEDICAL LEAVE .....</b>	<b>11</b>
Section 14.01.....	11
<b>15. BEREAVEMENT LEAVE .....</b>	<b>11</b>
Section 15.01.....	11
Section 15.02.....	11
<b>16. HEALTH AND WELFARE.....</b>	<b>11</b>
Section 16.01.....	11

Section 16.02.....	12
Section 16.03.....	12
Section 16.04.....	12
Section 16.05.....	12
<b>17. DISABILITY INSURANCE .....</b>	<b>12</b>
Section 17.01.....	12
<b>18. RETIREMENT .....</b>	<b>13</b>
Section 18.01.....	13
Section 18.02.....	13
<b>19. JURY DUTY AND COURT APPEARANCE.....</b>	<b>13</b>
Section 19.01.....	13
Section 19.02.....	13
Section 19.03.....	13
Section 19.04.....	14
<b>20. SENIORITY .....</b>	<b>14</b>
Section 20.01.....	14
Section 20.02.....	14
Section 20.03.....	14
Section 20.04.....	14
Section 20.05.....	14
Section 20.06.....	14
Section 20.07.....	15
Section 20.08.....	15
<b>21. SAFETY SANITATION .....</b>	<b>15</b>
Section 21.01.....	15
Section 21.02.....	15
Section 21.03.....	15
Section 21.04.....	15
Section 21.05.....	15
Section 21.06.....	15
Section 21.07.....	16
Section 21.08.....	16
Section 21.09.....	16

Section 21.10.....	16
Section 21.11.....	16
Section 21.12.....	16
Section 21.13.....	16
<b>22. UNION REPRESENTATION .....</b>	<b>16</b>
Section 22.01.....	16
<b>23. TUITION REIMBURSEMENT .....</b>	<b>17</b>
Section 23.01.....	17
<b>24. SHOP STEWARD .....</b>	<b>17</b>
Section 24.01.....	17
Section 24.02.....	17
<b>25. PAYDAY.....</b>	<b>17</b>
Section 25.01.....	17
Section 25.02.....	17
<b>26. STRIKES AND LOCKOUTS BARRED .....</b>	<b>17</b>
Section 26.01.....	17
<b>27. DISCIPLINE AND DISCHARGE .....</b>	<b>18</b>
Section 27.01.....	18
Section 27.02.....	18
Section 27.03.....	18
<b>28. GRIEVANCES, COMPLAINTS, AND SETTLEMENT OF DISPUTES.....</b>	<b>18</b>
Section 28.01.....	18
Section 28.02.....	19
Section 28.03.....	19
Section 28.04.....	19
Section 28.05.....	19
Section 28.06.....	20
<b>29. WARRANT OF AUTHORITY .....</b>	<b>20</b>
Section 29.01.....	20
<b>30. SAVINGS CLAUSE.....</b>	<b>20</b>
Section 30.01.....	20
Section 30.02.....	20
Section 30.03.....	21

<b>31. ALCOHOL AND CONTROLLED SUBSTANCE TESTING .....</b>	<b>21</b>
Section 31.01.....	21
<b>32. TERM OF AGREEMENT .....</b>	<b>22</b>
Section 32.01.....	22
<b>SCHEDULE A.....</b>	<b>23</b>

**AGREEMENT**  
**BETWEEN**  
**THE PORT OF PORTLAND**  
**AND MUNICIPAL EMPLOYEES, LOCAL 483**

**PREAMBLE**

THIS AGREEMENT is made and entered into by and between THE PORT OF PORTLAND, 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, disability or veteran status; race; color; creed or religion; national origin; sexual orientation or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

**1. RECOGNITION**

**Section 1.01**

The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer in all classifications contained in Schedule "A" of this Agreement, excluding: supervisors with the power to hire, fire, discipline, reward, responsibly direct, or to effectively recommend any of the foregoing; office employees; professionals and employees of contractors or tenants of the Employer. The Employer and the Union recognize that the addition and deletion of classifications contained in Schedule "A" is subject to mutual agreement.

**2. UNION SECURITY**

**Section 2.01**

All employees covered by this Agreement may become and remain members of the Union. The Employer shall notify the Union of all new hires before the first day of work, when reasonably possible. Within thirty-one (31) calendar days after initial employment, a new employee shall have an opportunity to meet with the Union Representative or Steward for up to thirty (30) minutes, without loss of pay, at a time mutually agreeable to the Union and the Employer.

**Section 2.02**

A period of six (6) months for persons newly employed by the Employer shall constitute an introductory period during which the Employer shall have the right to discharge without any limitations by the Union or this Agreement. Employees who transfer from another division or employee group of the Employer shall be deemed newly employed for the purposes of this section. Any unauthorized unpaid leave of absence of 30 days or more during an employee's first six (6) months of employment will extend the employee's introductory period by the amount of time that the employee is out on the leave of absence.

**Section 2.03**

Upon receipt of a written authorization form or membership card signed by an employee, the Employer agrees to deduct dues in an amount determined by the Union from the wages of the employee in accordance with the Public Employee Collective Bargaining Act (PECBA). Such amounts will be made to the Union. The performance of these services is at no cost to the Union.

Upon receipt of a written authorization form or membership card signed by an employee who chooses to make payment(s) other than dues to the Union, the Employer agrees to deduct such payment(s) to the Union in an amount determined by the Union from the wages of the employee in accordance with the PECBA. The performance of these services is at no cost to the Union.

An employee may revoke his/her/their authorization for payroll deduction of dues or payment(s) by following the Union's internal process for revocation. Within seventy-two (72) hours of the completion of an employee's revocation, the Union will contact the Employer in writing (which includes notice via email) and ask that the Employer cease payroll deduction of dues and/or payment(s).

Within seventy-two (72) hours of the Employer becoming aware that it has deducted dues or payments from an employee in error and has provided such deductions as payments to the Union, the Employer shall notify the Union in writing (which includes notice via email) of such error.



The Union, in a monthly report, will receive a list of all current employees within the bargaining unit, including all new hires, non-members, members, separations from employment, and their current contact information (address, phone number, and email).

**Section 2.04**

No supervisor nor salaried employee 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 for which it could not preplan. However, a supervisor may use tools or equipment and perform work when the objective is to show, explain, or train employees.

**Section 2.05**

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purposes of complying with any of the provisions of this Article or in reliance on any list, notice, authorization, or assignment furnished to the Employer by the Union or employee under this Article.

**3. HIRING**

**Section 3.01**

The Employer retains the right to reject any job applicant referred by the Union. The Employer may discharge any employee for just and sufficient cause.

**Section 3.02**

When hiring additional employees, the Employer shall give equal opportunity to the Union.

**Section 3.03**

All employees referred to the Employer by the Union under this article shall submit to the making of such records as are or may be required by the Employer for personnel administration.

**4. STANDARD DAY SHIFT HOURS**

**Section 4.01**

Forty (40) hours shall constitute a workweek, eight (8) hours per day, five (5) days per week, Monday through Friday inclusive, between the hours of 6 a.m. and 4:30 p.m., except that when existing conditions (inclement weather and conditions

beyond the employer's control) render it desirable to start the day shift at an alternate time. Such starting time may be between 5:00 a.m. and 8:00 a.m. The five (5) consecutive days mentioned herein shall have the same starting and quitting times. Changes in starting and quitting times shall be made by Thursday of the preceding week.

**Section 4.02**

The basic workweek for employees shall normally be Monday through Friday. However, it is recognized that the Employer's landscape gardening operation may require a five (5) day schedule which includes Saturday and Sunday. Any such schedule shall have two (2) consecutive days off each week, which shall be considered as Saturday and Sunday. All other conditions of the regular workweek not inconsistent with this paragraph shall apply. The Employer shall not utilize weekend schedules unnecessarily.

**Section 4.03**

The shifts in Sections 4.01 and 4.02 shall be eight and one-half (8 ½) hours less thirty (30) minutes for lunch on the employee's time. Lunch periods shall be scheduled not later than five (5) hours after the starting time of the employee's shift. Pay for a full shift shall be a sum equivalent to eight (8) times the regular hourly rate.

**Section 4.04**

All employees' work schedules shall provide for a fifteen (15) minute coffee break during each one-half (1/2) shift. Coffee breaks shall be scheduled at the middle of each one-half (1/2) shift whenever feasible.

**Section 4.05**

Notwithstanding the hours set forth in Sections 4.01, 4.02, and 4.03, the Employer and the Union may mutually agree to initiate a bi-weekly work schedule different than those so set forth.

**5. WAGE SCALES**

**Section 5.01**

The Employer agrees to pay to its employees and the Union agrees that its members employed by the Employer will accept the wage scales for the various classifications set forth and contained in Schedule "A" of this Agreement.

**Section 5.02**

Whenever it is necessary to transfer an employee from one classification to another, the Employer shall pay to such employee the higher rate for that classification for the time required to perform such work. In no event, unless the transfer is to be permanent, shall the employee receive less than the regular scale from the classification transferred from.

**Section 5.03**

In determining an employee's classification, the classification in which an employee works more than fifty percent (50%) of the time shall be the employee's permanent classification.

**6. OVERTIME**

**Section 6.01**

Overtime at the rate of time and one-half (1 ½) an employee's established hourly rate as set forth in Schedule "A" shall be paid for all work performed outside or in excess of an employee's established shift hours, holidays, and on the employee's scheduled days off.

**Section 6.02**

There will be no overtime bumping. Whenever an employee starts a specific job that the Employer requires completed on overtime, that employee shall have first opportunity for the overtime.

**Section 6.03**

A thirty (30) minute lunch period shall be allowed on the Employer's time at the end of the regular shift if employees are required to work overtime in excess of two (2) hours. A meal period shall be allowed on the Employer's time when an employee is required to work more than two (2) hours before the regular shift and continues working into the employee's regular shift thereafter.

**Section 6.04**

Employees working overtime shall receive a lunch period of thirty (30) minutes on Employer's time every four (4) hours.

**Section 6.05**

An employee required to work during the regular lunch period shall receive the established overtime rate for such lunch period and shall thereafter be allowed a reasonable opportunity to eat lunch on the Employer's time.

**7. REPORTING PAY AND MINIMUM PAY**

**Section 7.01**

Employees reporting for a scheduled shift or called after the starting time of a shift shall receive not less than four (4) hours pay for the first period of shift; and, if required to continue on second shift, they shall receive pay for a full shift.

**Section 7.02**

Employees required to report for work not continuous with their regular assigned shift hours, or on Saturdays, Sundays, and holidays, shall receive not less than two (2) hours pay at the specified overtime rate.

**Section 7.03**

Employees who voluntarily quit, voluntarily lay off, or are discharged for cause, shall be paid only for actual hours worked.

**Section 7.04**

Any employee required to return to work before the employee's next work shift, and such call being made after the employee has left the Employer's premises at the end of the employee's last shift, shall be paid for a minimum of two (2) hours at the overtime rate. The foregoing does not preclude the Employer from scheduling overtime, provided such overtime is scheduled before the end of the employee's work shift.

**8. LANDSCAPE GARDENING**

**Section 8.01**

Landscape gardening shall be performed at rates and conditions herein established. Landscape gardening shall consist of maintenance of all landscaped areas owned and operated by the Employer, exclusive of airport properties; and landscaped areas, exclusive of airport properties, that the Port leases to a third party but only to the extent that the Port either (1) retains responsibility for the landscaping maintenance or other landscaping services of such leased areas, or (2) contracts with the lessee to provide landscaping maintenance or other landscaping services. It shall further include minor maintenance and operation of all equipment used in performing such work and shall also include the other minor maintenance work performed outside the marine terminals.

**Section 8.02**

The landscape gardening crew, within their capabilities, may be allowed to establish new landscape areas.

**9. MANAGEMENT RIGHTS**

**Section 9.01**

The right to hire and to maintain order and efficiency is the sole responsibility of the Employer. The right to promote and the right to discipline and discharge for just cause are rightfully the sole responsibility of the Employer, provided that claims of discriminatory promotion and of wrong and unjust discipline shall be subject to the grievance procedure.

**Section 9.02**

The Union recognizes other rights and responsibilities belonging solely to the Employer, prominent among them, but by no means wholly inclusive, being the unrestricted rights to instruct its employees as to their normal duties; to regular methods of production or the kind of machinery, apparatus, or equipment used; and to set up the most efficient system of production. In exercising its right hereunder, the Employer agrees that it will not violate any provision of this Agreement.

**Section 9.03**

The Employer may subcontract work when the Employer does not possess the equipment, skills, or bargaining unit personnel to perform the work.

**10. HOLIDAYS**

The following holidays shall be recognized and observed as guaranteed paid holidays.

**Section 10.01**

New Year’s Day, Day after/before New Year’s Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and day after/before Christmas Day.

The following holidays shall be established as the day after/before New Year’s and/or Christmas Day:

Thursday, December 23, 2021	Day before Christmas Day
Thursday, December 30, 2021	Day before New Year’s Day
Tuesday, December 27, 2022	Day after Christmas Day

Tuesday, January 3, 2023

Day after New Year's Day

**Section 10.02**

Employees receive three (3) days of personal leave each fiscal year to be used as individual holidays of their choice. Personal leave days will accrue on the first day of the first pay period of each fiscal year and must be used by the last day of the last pay period of each fiscal year. Employees hired during the year will receive a prorated amount for the remaining months of the fiscal year, including the month in which they are hired. Such leave is non-cumulative and no pay will be disbursed at termination for unused personal leave. Employees may not schedule the last day(s) of employment as personal leave.

**Section 10.03**

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.

**Section 10.04**

An employee is eligible for the above listed holidays if the employee is a full-time employee and in a pay status the day before and the day after the holiday, excluding scheduled days off.

**Section 10.05**

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, the employee shall be paid the overtime rate for any holiday the employee is required to work. However, if an employee is regularly scheduled to work on a holiday, the employee 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. Deferred or postponed holidays will be taken at a time mutually agreeable to the Employer and the employees.

**11. VACATIONS**

**Section 11.01**

Vacation accrual accumulates at the following rates:

1 through 4 years employment	80 hours	10 days per year
------------------------------	----------	------------------

5 through 9 years employment	120 hours	15 days per year
10 through 19 years employment	160 hours	20 days per year
Over 20 years employment	200 hours	25 days per year

All vacation accrual shall be computed from the most recent date of employment and may not accumulate beyond two (2) years. When employment is terminated, the employee's accumulated vacation accrual will be paid. Employees may not schedule the last day(s) of employment as vacation.

**Section 11.02**

Vacation accrual will continue to accumulate during absence of an employee due to illness or injury to the extent of the accumulated sick leave, during an approved leave of absence for personal reasons not to exceed five (5) days, and during the employee's vacation period.

**Section 11.03**

In computing vacation accrual in Section 11.01 above, employees covered by this Agreement will be credited with all continuous time worked for the Employer. If the employee transfers from another work group, any previously accumulated vacation will be carried forward.

**12. SICK LEAVE**

**Section 12.01**

Employees shall accumulate sick leave at the rate of one (1) day per month with no limitation on the accumulation.

**Section 12.02**

It is mutually agreed that there will be no duplication of sick leave benefits paid by the Oregon Laborers Trust Fund and sick leave provided under this Agreement. As a consequence, any such leave benefits paid by the Oregon Laborers Trust Fund shall be credited against any sick leave payments which would otherwise be payable by the Employer under Article 12 of this Agreement and shall not be payable by the Employer.

**Section 12.03**

When an employee is unable to work because of illness, the employee shall notify the immediate supervisor of the employee's absence and the reason therefore as promptly as available means of communication permits. A physician's certificate

will not be automatically required as a precondition of sick leave benefits. However, the Employer reserves the right to require a physician's certificate in the case of an extended illness; or when the Employer believes that the employee is abusing sick leave benefits.

**Section 12.04**

An employee shall be permitted time off for dental and doctor appointments. Time off for these appointments will be charged to the employee's accumulated sick leave. The employee may be required to furnish to the Employer a doctor's certificate of actual time off for such appointment. These appointments will be scheduled early or late in the day to keep interference with the employee's regular duties at a minimum.

**Section 12.05**

Employees who have earned sick leave hours may use sick leave to the extent available for period of absence from employment for dependent care leave as follows: Dependent/Domestic Partner care leave may be used when the employee's presence is required because of an illness which does not qualify under federal and state family medical leave laws of the employee's spouse, domestic partner, parents, parents-in-law, dependent children, or dependent step-children. A maximum of three (3) working days may be charged to dependent care leave for any one illness.

**13. INJURY LEAVE**

**Section 13.01**

Any employee who, during the life of this Agreement, shall sustain an injury which is accepted under Workers' Compensation Law shall receive from the Employer an amount equal to the employee's net straight-time wage.

Upon claim acceptance, an employee will not be required to use personal sick leave for a period not to exceed ninety (90) calendar days from the date upon which such Workers' Compensation payments commence. The Employer may act to grant an additional sixty (60) day extension; the Employer may review the case for any further action it may wish to take. At the end of the ninety (90) day period, any future lost time paid through the payroll system will be charged against the employee's accumulated sick leave amount.



## **14. FAMILY MEDICAL LEAVE**

### **Section 14.01**

Eligible employees shall be entitled to leave as provided under and in compliance with federal and state family and medical leave laws.

## **15. BEREAVEMENT LEAVE**

### **Section 15.01**

With notification to the manager, employees shall receive bereavement leave, based on the number of hours scheduled and missed, at the employee's regular straight time wage rate, up to a maximum of three (3) days, but no more than 24 hours for death of the employee's immediate family. Immediate family is defined as the employee's current spouse or domestic partner (both same and opposite-sex), as well as the parents, step-parents, children, step-children, child in loco parentis status, sister, step-sister, brother, step-brother, grandparents, great-grandparents or grandchildren of the employee's current spouse or domestic partner. Such time off shall be charged against Employer-paid bereavement leave.

### **Section 15.02**

An additional two (2) days, but no more than sixteen (16) hours, leave shall be allowed an employee for necessary travel time in the event of death in the employee's immediate family, as defined in Section 15.01, if it is necessary for the employee to travel a significant distance out of the area (e.g. via airplane, train) and where there are special circumstances where additional time is required to assist in making arrangements and/or attend the funeral or services. Approval for such travel time shall be made by the supervisor.

If the employee is physically and/or mentally unable to return to work after the applicable three (3) to five (5) workdays of bereavement leave, the employee may utilize up to three (3) workdays of paid sick leave for additional time away to grieve. The time away may also qualify as FMLA/OFLA covered leave.

## **16. HEALTH AND WELFARE**

### **Section 16.01**

The Employer shall pay into the Oregon Laborers Health and Welfare Trust Fund 92.0 percent of the Oregon Laborers Health and Welfare Trust premium.

Employees will pay by payroll deduction a monthly contribution of 8.0 percent of the Oregon Laborers Health and Welfare Trust premium.

Employees will have the option to pay any premium contribution with pre-taxed dollars.

If the Employer and the Union mutually agree, they may bargain a change in insurance coverage to the Employer's administrative health and welfare plan during the life of this agreement.

**Section 16.02**

Employees unable to work because of an illness or disability and not in a pay status will receive one (1) month's medical insurance coverage for every full year employed by the Employer, up to a maximum of twelve (12) months of coverage during the life of this Agreement. Any benefit continuation under this contract section will be considered as running concurrently with an employee's rights under federal and state law for health insurance continuation.

**Section 16.03**

The port will provide a Thirty Thousand Dollar (\$30,000) life insurance policy to each employee.

**Section 16.04**

Employees may purchase additional term life insurance for the employee, spouse and dependent children. The insurance plans will be the same as those offered to non-represented employees and is contingent upon the availability of such plans. The cost of this coverage is paid by the employee as a payroll deduction.

**Section 16.05**

Effective the first of the month following Commission approval, the Port will provide the Flexible Spending Account plan for employees. This plan will be the same as that offered to non-represented employees and is contingent upon the availability of such plan.

**17. DISABILITY INSURANCE**

**Section 17.01**

The Port will provide the same long-term disability plan as the administrative employees. Any changes to the administrative plan will automatically be made to the plan offered to the employees covered under this Agreement.

Effective the first of the month following Commission approval, the Port will provide the same short-term disability plan as the administrative employees. Any changes to the administrative plan will automatically be made to the plan offered to the employees covered under this Agreement.

## **18. RETIREMENT**

### **Section 18.01**

The Oregon Public Employees Retirement System (PERS) and/or the Oregon Public Service Retirement Plan (OPSRP) shall be the retirement systems for the employees.

### **Section 18.02**

The Employer shall assume and pay a six percent (6%) employee contribution to the Public Employees Retirement Fund for the employee members participating in PERS and/or OPSRP.

## **19. JURY DUTY AND COURT APPEARANCE**

### **Section 19.01**

**Jury Duty:** The Employer shall pay the employee's straight-time hourly rate when a regular full-time employee is required to serve on jury duty under a subpoena or court order. Employees who receive paid leave for jury duty must waive jury duty fees, but may retain reimbursements for mileage, meals and/or lodging.

### **Section 19.02**

**Court Appearances:** If an employee is subpoenaed to appear in court or at a deposition as a witness, other than in a lawsuit in which the Port is the defendant and the employee is the plaintiff, and the subpoena results from the employee's performance of job duties at the Port, the time and fees, if any, are treated the same as jury duty. If an employee is subpoenaed to appear in court or at a deposition on a matter which does not result from performance of job duties, or in which the port is the defendant and the employee is the plaintiff, the time away from work must be charged to vacation, personal leave or unpaid leave.

### **Section 19.03**

If an employee granted leave for jury duty or for a Port-paid court appearance is excused from service as juror or witness with more than two (2) hours remaining in the normal work shift, the employee shall notify the immediate supervisor and

shall report to work the remainder of the shift if the immediate supervisor requests the employee to do so.

**Section 19.04**

When an employee is selected for jury duty, a temporary transfer of shifts may take place, and for the duration of such jury duty an employee's shift will be from 8 a.m. to 4:30 p.m., Monday through Friday.

**20. SENIORITY**

**Section 20.01**

Seniority shall be determined by the employee's length of continuous service with the employer since the employee's last date of hire to work in one of the classifications covered by this Agreement.

**Section 20.02**

Reductions in force shall be accomplished by removing from the classification in which the oversupply exists the junior person in that classification. An employee so removed shall be entitled to work in a lower classification in which the employee has held status in the order of the employee's seniority in that classification.

**Section 20.03**

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

**Section 20.04**

If two (2) or more employees were employed in any classification on the same day, seniority shall be determined by their time of hire.

**Section 20.05**

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

**Section 20.06**

Whenever an opening occurs in a higher job classification, the Employer shall select the senior qualified employee who is willing to accept such assignment to fill such opening.

**Section 20.07**

Vacation selections shall be by classification on the basis of seniority. Each employee can exercise seniority for only one (1) vacation selection each calendar year.

**Section 20.08**

Seniority will continue to accumulate on the following basis:

- A. During layoff up to one (1) year.
- B. During an absence because of an on-the-job injury up to one (1) year.
- C. During an absence due to personal illness or injury up to one (1) year.
- D. Personal leave not to exceed three (3) calendar months.

**21. SAFETY SANITATION**

**Section 21.01**

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 an employee shall be cause for disciplinary action or discharge.

**Section 21.02**

Each month the supervisor shall hold a safety meeting with the crew.

**Section 21.03**

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

**Section 21.04**

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

**Section 21.05**

Any employee who believes that any working condition or machinery is unsafe shall call it to the attention of the supervisor.

**Section 21.06**

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

**Section 21.07**

Any condition which the Union believes a violation of reasonable sanitation practices may be taken up through the grievance procedure at Section 28.02

**Section 21.08**

Ventilation – Where noxious or poisonous gases may accumulate, the Employer shall provide proper protection and ventilation.

**Section 21.09**

The Employer shall provide a traffic-safe outer garment to employees required to work on streets open to traffic.

**Section 21.10**

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

**Section 21.11**

Wearing of safety shoes is required. Effective July 1, 2016, during any two (2) consecutive contract year period, the Employer will reimburse employees up to a maximum of Three Hundred Dollars (\$ 300.00) for the purchase of safety shoes. The safety shoes must conform to applicable current ANSI standards. The employee must present a receipt for the safety shoes.

**Section 21.12**

The Employer will furnish rain gear.

**Section 21.13**

The Employer will reimburse the employee for the basic cost of prescription safety glasses that conform to applicable current ANSI standards if said glasses are ruined or broken on the job. Tinted lens are at the employee's expense. The employee must present a receipt for the prescription safety glasses.

Effective upon Commission approval, the Employer will reimburse employees for prescription safety glasses in accordance with Port policy (No. 7.5.15) on Prescription Eyewear/Safety Glasses.

**22. UNION REPRESENTATION**

**Section 22.01**

The business representatives of the union shall have access to the Employer's operations, provided they do not interfere or cause employees to neglect their

work. Union access shall be in compliance with employer security processes (i.e. TWIC).

**23. TUITION REIMBURSEMENT**

**Section 23.01**

The Employer's tuition reimbursement policy that currently is in effect will be continued in its present form. Any changes in this policy affecting other employees will also be applicable for employees covered by this Agreement.

**24. SHOP STEWARD**

**Section 24.01**

The Employer will not in any way discriminate against any shop steward for presenting any complaint, dispute, or grievance in the manner provided for in this Agreement.

**Section 24.02**

The Union shall advise the Employer of the names of shop stewards currently elected or appointed. The full grievance procedure shall be available to the Union if it feels that its shop stewards have been discriminated against.

**25. PAYDAY**

**Section 25.01**

Payday shall be biweekly.

**Section 25.02**

In case an employee is laid off or discharged by the Employer or the employee resigns, the employee shall receive pay in compliance with state law.

**26. STRIKES AND LOCKOUTS BARRED**

**Section 26.01**

This Agreement is a guarantee that for its duration 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 machinery.

## **27. DISCIPLINE AND DISCHARGE**

### **Section 27.01**

Discipline: Disciplinary actions or measures shall include reprimand, demotion, suspension, and discharge. Disciplinary actions 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 reprimand an employee, every effort will be made not to embarrass the employee before other employees or the public. 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.

### **Section 27.02**

Discharge: If the Employer feels that there is just cause for discharge, the employee and the Union representative will be notified in writing that the employee 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 any disciplinary action within seven (7) calendar days of receipt of notice as a grievance at Section 28.03 of the grievance procedure.

### **Section 27.03**

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.

## **28. GRIEVANCES, COMPLAINTS, AND SETTLEMENT OF DISPUTES**

### **Section 28.01**

To promote better Employer-employee relationships, both parties pledge their immediate cooperation to settle any disciplinary matters, grievances, or complaints that might arise out of and in the course of employment with the Employer. Any grievance or dispute which may arise between the parties relating to the



application, meaning, or interpretation of this Agreement shall be settled in the following manner:

**Section 28.02**

Level One Verbal Referral to Supervisor: The Union or any employee claiming a breach of any provision of this Agreement shall have the option to refer the matter verbally to the supervisor outside of the bargaining unit within seven (7) calendar days of the date upon which the alleged violation occurred or following the date the employee becomes aware, or should have become aware, of the alleged violation. The employee may be accompanied by a union representative in any discussion following such reference to the supervisor.

**Section 28.03**

Level Two Grievance Meeting: If the matter is not settled within fourteen (14) calendar days of the reference to the appropriate supervisor, the matter may be referred to the Maintenance Manager, or designee, provided that such reference shall be in writing, shall state the date of the grievance, nature of the grievance, the specific sections of the contract allegedly violated, and the remedy requested. The Maintenance Manager, or designee, and such assistants as the manager may select shall schedule a grievance meeting to settle such grievance with the appropriate Union business agent or designee.

**Section 28.04**

Level Three Labor Relations: Should the Union business agent, or designee, and the Maintenance Manager, or designee, fail to effect a settlement of the dispute within fourteen (14) calendar days of its submission to the Maintenance Manager, or designee, or within fourteen (14) calendar days of the grievance meeting whichever is later, the Union shall have the right to submit the matter to the Labor Relations Manager, or designee. Such submission shall be made in writing within fourteen (14) calendar days from the date of response (or lack of response) from the Maintenance Manager, or designee. Labor Relations will respond in writing to the Union within fourteen (14) calendar days of receipt.

**Section 28.05**

Level Four Arbitration: If the grievance remains unresolved, and the Union wishes to pursue the grievance, the Union shall have the right to submit the grievance to arbitration within fourteen (14) calendar days from the date of response (or lack of response) from the Labor Relations Manager. In the event the Union elects to do so, it must notify the Labor Relations Manager in writing of its decision to submit the grievance for arbitration.

**Section 28.06**

Arbitration Procedure: After the grievance has been submitted to arbitration, the Union shall, within fourteen (14) calendar days from the date of submission of the grievance to arbitration, submit a written request for a panel of seven (7) members of the National Academy of Arbitrators with their principal place of residence in Washington or Oregon to the Federal Mediation & Conciliation Service. The parties shall equally share the cost of the FM&CS list.

Within fourteen (14) calendar days of receiving the list, the Union will contact the other party to select the arbitrator. The parties will alternately strike names from the list, with the Union striking the first name, until one name remains and he/she shall serve as the arbitrator.

The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to, or detract from the terms of this Agreement. The arbitrator's decision shall be within the scope and terms of this Agreement and in writing. The arbitrator's decision may provide retroactivity not exceeding sixty (60) days prior to the date the grievance is filed and shall state the effective date.

The losing party shall pay the arbitrator's fee, the cost of any hearing room, and cost of a court recorder if requested by the arbitrator. All other expenses shall be paid by the party incurring them.

**29. WARRANT OF AUTHORITY**

**Section 29.01**

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

**30. SAVINGS CLAUSE**

**Section 30.01**

Should any clause of this Agreement be proven illegal, the parties shall immediately meet and renegotiate only that portion found to be illegal.

**Section 30.02**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and

proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity are set forth in this Agreement.

**Section 30.03**

This agreement constitutes the sole and entire agreement between the parties, and shall supersede all prior collective bargaining agreements and practices or prior understandings which are inconsistent with the terms of this Agreement, and letters of understanding not made a part of this Agreement.

**31. ALCOHOL AND CONTROLLED SUBSTANCE TESTING**

**Section 31.01**

The Port of Portland is committed to maintaining a safe, healthful, and productive work place. The Employer recognizes its responsibility to its employees, customers, tenants, and the general public to ensure safe working conditions. To satisfy these responsibilities, the Employer will establish a work environment where its employees are free from the effects of drugs, alcohol, or other job-impairing substances.

Employees covered by this agreement shall be covered by the Port of Portland Alcohol and Controlled Substance Policy (Policy No. 7.3.05, Revised July 26, 2018). Any changes in that policy will be submitted to the Union prior to implementation, and any dispute arising out of said changes shall be subject to the grievance and arbitration procedures of the labor agreement.

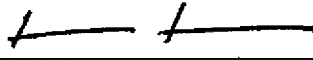
**32. TERM OF AGREEMENT**

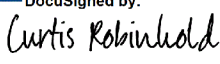
**Section 32.01**

This Agreement shall be effective July 1, 2021, and shall be in effect until June 30, 2023.

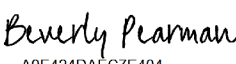
MUNICIPAL EMPLOYEES  
LOCAL 483

THE PORT OF PORTLAND

By  AUGUST 24, 2020  
Business Manager

By <sup>DocuSigned by:</sup>   
444C02590B0B4AB  
Executive Director

APPROVED AS TO LEGAL  
FORM

<sup>DocuSigned by:</sup>   
A9E424DAEC7E404...

Counsel for  
The Port of Portland

APPROVED BY  
COMMISSION ON:

July 8, 2020

---

**SCHEDULE A**

<u>Job Classification</u>	<u>Entrance</u>	<u>6 Months</u>	<u>After 1 Year</u>
<b><u>July 1, 2021</u></b>			
Lead			\$34.57
Landscape Gardener II	\$30.49		\$30.97
Landscape Gardener I	\$27.09	\$28.52	\$28.91
Landscape Helper	\$16.68	\$17.25	\$17.80

There will be zero (0.0) percent wage increase for July 1, 2021.

The formula for the Lead classification is 10.0 percent above the highest level supervised plus .50 per hour.

**July 1, 2022**

All steps for each classification, except Lead, will be increased by a minimum of 1.0 percent to a maximum of 3.5 percent based on the CPI-W West Size Class A Cities 2<sup>nd</sup> Half Index reported in January 2022. This number represents the movement in the index from July-December 2020 through July-December 2021.

The Lead classification will receive 10.0 percent above the highest level supervised plus .50 per hour.