



METROPOLITAN SERVICE DISTRICT

1220 S.W. MORRISON, ROOM 300, PORTLAND, OREGON 97205

(503) 222-3671

MSD BOARD OF DIRECTORS

EXECUTIVE SESSION

April 22, 1977

BOARD MEMBERS IN ATTENDANCE

Ray Miller, Chairman
Sidney Bartels
James Robnett
Robert Schumacher

ADVISORS IN ATTENDANCE

Dean Gisvold, Attorney

STAFF IN ATTENDANCE

Charles Kemper
Merle Irvine
Warren Iliff
Jean Woodman

At 3:30 P.M., upon a unanimous vote of the Board members present, the Board retired to Executive Session to discuss labor negotiations for the Service Employees Union Local 49 contract. Commissioner Miller cited ORS 192.660(2)(a) as authority for conducting the Executive Session and allowed the press to remain. The press did not choose to do so.

The Board discussed amendments to the previous year's contract as submitted by the MSD legal counsel, and provided counsel and staff with direction and limitations on pay and benefit increases.

The Board reconvened in public session to take formal action at 3:45 P.M.

MODIFY SECTION 11

Section 11. Contracting Work. During the term of this Agreement, whenever any part of the work covered by this Agreement shall be performed under contract, such contract shall provide for not less than the rates of wages and the maintenance of all conditions herein set forth. It is further agreed that any work so performed shall be performed only by companies having recognized union agreements.

In the event the Employer develops plans for contracting out during the term of this Agreement the Union will be provided copies of such plans and provided the opportunity to discuss these plans with the Board.

The Employer agrees that no regular employee shall lose his employment as a result of contracting out work performed by bargaining unit employees. Any reduction of regular employees as a result of contracting out will be done through transfer or attrition.

MODIFY DURATION CLAUSE.

Section 1. This Agreement shall be in full force and affect from May 1, 1977, or from the date of ratification and signing, whichever occurs later. This agreement shall remain in effect until April 30, 1978, and it shall cease and expire on that date.

Section 2. The Union may, by written notice to the Employer postmarked or received no later than February 28, 1978, re-open this agreement for the purpose of negotiating all or part of this agreement.



Service Employees International Union

LOCAL NUMBER 49, AFL-CIO

3653 S. E. 84th AVENUE
PORTLAND, OREGON 97202



TROY WATTS
President

MARTELL F. BLAKE,
Secretary-Treasurer

April 12, 1977

*Wed 9:30 AM.
Call Don about
attending Wed meetings.*

Mr. Chuck Kemper
Metropolitan Service District
1220 S. W. Morrison
Portland, Oregon 97205

Dear Mr. Kemper:

The following are proposed changes in the present labor agreement:

1. Add a NO DISCRIMINATION clause:

The parties agree that there will be no discrimination against any employees or prospective employees because of race, creed, color, sex, national origin, or of any applicable laws.

2. Add a SAVINGS clause:

Should any part of this Agreement, or any portion thereof, as herein contained be rendered or declared illegal, legally invalid or unenforceable by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by the decision of any authorized government agency, such invalidation of such part or portion shall not invalidate the remaining parts or portions thereof. In the event of such occurrence, the Parties agree to meet immediately, and if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal and invalid. The remaining parts, portions or provisions shall remain in full force and effect.

3. Amend Section 4 as follows:

Increase minimum wage by thirty cents (.30¢) per hour.

13.3%

240 EX-117-726

*EX-117-726
MINIMUM*

Mr. Chuck Kemper

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April 12, 1977

4. Term of the Agreement:

This Agreement shall remain in force from May 1, 1977,
through April 30, 1978.

May we meet at the earliest possible date.

Thank you for your consideration.

Very truly yours,

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL NO. 49



Tom Cunningham
Asst. Business Representative

TC:vb



AGREEMENT

THIS AGREEMENT, dated the 1st day of May, 1976, is between METROPOLITAN SERVICE DISTRICT, an Oregon municipal corporation, (Employer), and the SERVICE EMPLOYEES UNION, LOCAL No. 49, of Portland, Oregon, (Union), and is made for the purpose of governing their mutual business relations by fixing the following scale of wages, schedule of hours, and regulations affecting the members of the Union.

Section 1. Definitions.

As used in this Agreement, unless the context requires otherwise:

- a. Regular employee: a person who works year-round and at least 40 hours per week.
- b. Regular, part-time employee: a person who works year-round and at least 20 hours per week.
- c. Seasonal or temporary employee: a person who works during the peak season of the Zoo or upon call when the need arises.

Section 2. Covered Employees.

This Agreement shall cover all employees of the Employer in the concessions, snack bars, gift shop, stroller, rides, and cleanup, excluding all supervisory and confidential employees of the Employer. In the event that a majority of any other section of employees not represented by another labor organization wishes to be represented by the Service Employees Union, Local No. 49, upon five (5) days notice, the Employer and the Union shall enter into negotiations for additional classifications.

Section 3. Recognition, Union Membership and Dues Checkoff

- a. The Employer agrees to recognize the Union as the sole and exclusive bargaining agency for the employment of all

persons coming under the jurisdiction of Service Employees Union, Local No. 49, with respect to wages, hours and working conditions, adjustment of grievances arising under the contract and all other pertinent matters.

b. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing, and those who are not members of the Union on the effective date of this Agreement shall become and remain members in good standing within thirty-one (31) days following the beginning of such employment, become and remain members in good standing in the Union. It is understood that the Employer has the right to hire from any source.

c. The Employer shall make wage deductions for initiation fees and union dues as certified by the Secretary-Treasurer of the Union within thirty (30) days from the starting date on the payroll, for employees working over 18 hours per week, upon receipt of a written assignment authorizing such deductions from the employees, and shall on or about the 15th day of each month pay to the Union such initiation fees, and dues, that have been deducted in their entirety.

d. The Employer shall deduct, where applicable, a withdrawal fee of \$1.00 to be withheld from the employee's final pay check, as certified by the Union Secretary-Treasurer from the wages of those Union members from whom the Employer has received a written assignment authorizing such deduction, which assignment shall be effective and irrevocable for the term of this Agreement, or one year from the date thereof, whichever comes first. These fees are to be transmitted monthly by the Employer to the Financial Secretary of the Union on or near the 15th day of each month.

Section 4. The minimum wages for the following classifications shall be:

Concessions-
Snack Bar-Gift Shop

Effective
May 1, 1976

Counter and sales personnel,
cashiers and ride attendants.

\$2.40

(a) An employee who has completed one full year's employment and who has worked a minimum of three hundred fifty (350) hours during the twelve (12) calendar months following the date of employment is eligible for a longevity increment of 20 cents per hour worked as of such employee's anniversary date. Such 20 cent per hour longevity increments shall be applicable as of each succeeding anniversary date for the first three (3) years and a 25 cent increment beginning with the fourth (4th) year to a maximum of five (5) longevity increments, such increments totaling not more than \$1.10 in the course of the employee's employment during the term of this Agreement or by reason of past service, or both.

(b) Any employee who is employed as a leadman or leadwoman or who functions in that capacity on a relief basis or who is assigned to work in the warehouse shall be compensated for all time worked in such capacity at 30 cents per hour above the minimum rate specified above plus longevity increments, if any, specified under subparagraph (a) above.

Section 5.

(a) An employee required to work more than forty (40) hours in any one week shall be compensated at the rate of time and one-half (1-1/2) for the excess hours worked. No employee shall be called for less than three (3) hours in any one day. Any employee called for more than once a day shall be paid not less than eight (8) hours pay. Exceptions to the three-hour rule, when requested by an employee, shall be reviewed by the Union and the Employer and may

be granted.

(b) When more than one (1) day off is given, the days off shall be consecutive, except when requested in writing and agreed upon by the Executive Director.

(c) Training class. Employees who are on the payroll will be compensated for actual time spent in training if they are on duty or at another time of day or week. The three-hour minimum will not apply to training classes.

(d) Training for advancement. Employees required to train for other classifications shall be compensated for the time at their present scale of wages.

Section 6. Seniority. In the event ability, competence, and experience are equal, due consideration will be given to seniority in considering persons eligible for advancements, layoffs, and rehire in subsequent seasons. The Employer shall be the sole judge of ability and competence. Unless absence is excused by the Employer, an employee must work Labor Day weekend as assigned or forfeit all seniority under this Agreement. Employees wishing to be considered for re-employment in a subsequent season must notify the Employer in writing not later than September 15 of any year.

Section 7. Vacation. All regular employees, who normally work forty (40) hours per week, and who have worked for the Employer for at least one (1) year, shall receive two (2) weeks vacation with pay.

Section 8. Health and Welfare. For each regular employee covered by this Agreement who has been regularly employed for at least thirty (30) days and who normally works forty (40) hours per week, the Employer shall pay for the following or its equivalent:

(a) To Kaiser Foundation Health Plan or Blue Cross of Oregon to provide such employee the extended hospital and medical services of such plans; and

(b) To Occidental Life Insurance Company of California the sum of \$7.50 per month to provide for such employee the life insurance, accidental death and dismemberment insurance, and accident and sickness weekly benefits as provided in the policy issued by said insurance company pursuant to the Trust Agreement hereinafter mentioned.

(c) The Employer furthermore agrees to be signatory to the Trust Agreement established to provide the aforementioned benefits, such Trust Agreement by reference to be a part of this Labor Agreement as though fully set forth herein.

(d) The Employer furthermore agrees to act in good faith in the establishing of eligibility of employees for these benefits.

Section 9. Disputes. In the event any differences arise under this Agreement which the Employer and the Union are unable to adjust, it shall be referred to a mutually agreed upon third party for arbitration and his decision shall be final and binding upon both parties. There shall be no strike or lockout by either party during the life of this Agreement. In the event of a jurisdictional dispute, such dispute shall be settled in accordance with the procedures of the AFL-CIO and without interruption of work.

Section 10. No employee shall suffer a reduction in wages, hours or working conditions by virtue of signing this Agreement.

Section 11. Contracting Work. During the term of this Agreement, whenever any part of the work covered by this Agreement shall be performed under contract, such contract shall provide for not less than the rates of wages and the maintenance of all conditions herein set forth. It is further agreed that any work so performed shall be performed only by companies having recognized union agreements.

In the event the Employer develops plans for contracting

out during the term of this Agreement the Union will be provided copies of such plans and provided the opportunity to discuss these plans with the Board. No contract out plans shall become effective until after March 1, 1977.

The Employer agrees that no regular employee shall lose his employment as a result of contracting out work performed by bargaining unit employees. Any reduction of regular employees as a result of contracting out will be done through transfer or attrition.

This section does not prevent the Employer from entering into an agreement for contracting out work which is executed prior to May 1, 1977, but is not effective until May 1, 1977.

THIS AGREEMENT shall remain in full force and effect from the 1st day of May, 1976, until the 1st day of May, 1977, and thereafter from year to year unless and until either party gives notice in writing sixty (60) days prior to May 1st of any year of their intention to cancel or modify the same.

FOR THE UNION:


SERVICE EMPLOYEES UNION
LOCAL NO. 49




Troy Watts
President

FOR THE EMPLOYER:

METROPOLITAN SERVICE
DISTRICT



Chairman



Martell F. Blake
Secretary/Treasurer