

CANBY CITY COUNCIL

REGULAR MEETING

AUGUST 1, 1984

Mayor Michael Gabrion presiding. Councilmembers present: David Anderson, Gene Clift, Scott Taylor and Nancy Kopelk. Absent: Bill Pulver and Gary Sowles.

Also present: Acting City Administrator Bud Atwood, City Attorney John Kelley, Deputy Recorder Marilyn Perkett, Stephan Lashbrook, Erik Brown, Dorothy Patterson, Jim McKibbin, Ed Buschow, Steve Frederick, Jerry and Mary Schoen, Steve Kleffnen, Mark Zimel, Rose McFarland, Don and Cindy Delzer, Gary and Chris Falkenberg, Jeanne Eyman, David Doty, Jonathon and Debbie Doty, T.R. and Sandra Watton, C.C. Sheppard, Wade and Miriam Bettis, Earl Oliver, Marv Dack, Robert Root and Judge Jon Henriksen.

Mayor Gabrion called the regular meeting to order at 7:31 p.m., followed by the flag salute and meditation.

Roll call of Council showed a quorum of four members present.

\*\*Councilman Taylor moved to approve as distributed the minutes of regular meeting, July 18, 1984, seconded by Councilwoman Kopelk and approved 4-0.

CITIZEN INPUT ON NON-AGENDA ITEMS: Stephan Lashbrook addressed the Council regarding the proposed Measure No. 2, Tax Limitation. Mr. Lashbrook attended a P.G.E. workshop attended by County representatives, at which time most officials decided to reform their budget to present to the citizens to establish guidelines as to the operation of the City in the event Measure No. 2 passes in November. Mr. Lashbrook urged that Canby do the same, not as a "threat tactic" but for informational purposes.

Mr. Lashbrook also requested a workshop session with the Chamber of Commerce Economic Development committee, of which he is the chairman, for the purpose of setting forth an understanding of the duties of each body. He also urged Council members to consider serving on the Economic Development Committee.

Mayor Gabrion set Wednesday, August 8, 1984, at 7:00 p.m. for the Budget Committee Workshop and the same evening at 8:00 p.m., for the session with the Chamber Economic Development Committee.

Mayor Gabrion informed the audience that Ordinance No. 751, Business License Ordinance, would be removed from the agenda until the entire Council was present, tentatively next meeting.

COMMUNICATIONS: Administrator Atwood read a letter from the Chamber of Commerce, regarding their request to leave the business license fee at the present level and to only enforce existing ordinances.

Administrator Atwood read a letter from the Canby Community Schools requesting permission to have a band concert in the City parking lot across from Cutsforth's Lockers on First Avenue, on Saturday, August 3rd, during a fundraiser garage sale. Council gave approval by consensus.

A letter from the State of Oregon Parks and Recreation Division was read by Administrator Atwood, seeking help in filling vacancies on the Oregon Outdoor Recreation Committee. This committee makes recommendations to the state for funding. Mr. Atwood noted that Bob Rapp was interested in having his name submitted. Council also suggested that the Canby Herald run a story seeking interest from any other citizens in the positions.

ORDINANCES & RESOLUTIONS: \*\*Councilman Taylor moved that Ordinance No. 750, AN ORDINANCE BANNING THE SALE OF DRUG PARAPHERNALIA DESIGNED FOR USE WITH ILLEGAL DRUGS, AND PROVIDING PENALTIES; AND DECLARING AN EMERGENCY, be approved on final reading, seconded by Councilwoman Kopelk. Councilman Taylor did request that page 4, section 3 (a), regarding possession of drug paraphernalia be eliminated from the ordinance. Attorney Kelley addressed the issue, noting that he felt there would be no police activity as far as entering a home that possessed "mixing bowls", which is listed in the ordinance. He noted that warrants, rules of evidence, etc. would be considered. Mr. Kelley pointed out that this area of the ordinance would be most effective in traffic cites, specifically, if they possessed perhaps a roach that had residue on it; also, this is an infraction, not a crime, and has a maximum penalty of \$100. Don Delzer, of Dare to Care, addressed the Council and handed out information from the Model Act, of which Canby's proposed ordinance is based upon, stating that the "innocent citizens have nothing to fear" regarding the section on possession due to the evidence of "intent to use" which is in violation of the Controlled Substance Act of the State of Oregon. Question was called for and the approval of Ordinance No. 750 passed on roll call vote, 3 yea and 1 nay, with Councilman Taylor voting against approval.

NEW BUSINESS: \*\*Councilwoman Kopelk moved to pay accounts payable from the appropriate line items in the amount of \$20,581.18. Motion seconded by Councilman Clift and approved 4-0 by roll call ballot.

The Council next considered bids for repair of the Swim Center roof. Staff recommendation was to award the bid to Intermountain Insulation, Inc., of Canby contingent upon the manufacturer's documentation by Friday, 2:00 p.m., August 3, 1984. \*\*Councilman Anderson moved to accept the bid of Intermountain Insulation, Inc., of Canby for roof repair at the Swim Center in the amount of \$10,500 and \$1.49 a square foot for removal and replacement of approximately 1,000 square foot of damaged roofing; contingent upon the manufacture documentation by Friday, August 3, 1984, at 2:00 p.m. Motion seconded by Councilman Clift and approved 4-0. After consideration, \*\*Councilman Anderson moved to amend his first motion, the documentation from Intermountain Insulation will be due at City Hall on MONDAY, AUGUST 6, 1984, at 2:00 p.m.; if it does not arrive, then Council will accept the bid from Spray-on Foam and Coatings, Inc. in the amount of

\$12,751 and \$2.90 a square foot for removal and replacement of approximately 1,000 square foot of roof damage. Motion seconded by Councilman Clift and approved 4-0.

Council considered an Agreement, prepared by Attorney Kelley, between the City and Canby Art Squad to operate a concession stand at Wait Park during City sanctioned activities at the park. \*\*Councilman Taylor moved to approve the Agreement between the City and the Canby Art Squad for the operation of a concession at Wait Park, as prepared by Attorney Kelley. Motion seconded by Councilwoman Kopelk and carried 4-0.

Administrator Atwood reviewed a memo regarding authorization of an amendment to the CATV Ordinance for 1/2 inch equipment and change the payment date for the franchise fee from fifteen days at the end of each quarter to thirty days at the end of each quarter. General consensus of the Council was to authorize the City Attorney to prepare the proper amending ordinance and the ordinance to stipulate that only the 1/2 inch tape and any equipment related directly to the 1/2 inch tape may be changed from the original ordinance. Council also gave a consensus to allow the franchise fee for the cable TV to be paid to the City thirty days after the ending of each quarter.

Mayor Gabrion advised the audience that the next order of business, the 13th Street alignment, would be reset to the next meeting when the entire Council was present. Marv Dack, 715 S.W. 13th, addressed the Council requesting that the Council discuss the issue at the next meeting, however, not make a final decision at that meeting but let everyone review the discussed issue and make a decision at a later meeting. Administrator Atwood advised the Council that if they made a decision to site the 13th Street project, then no development could be made in the right-of ways, however, as it is now, anyone could come in at any time and make application for development. Mayor Gabrion informed the audience that the issue would be discussed at the next meeting, however, he would not guarantee that the Council would not refrain from making a final decision at that time if they so desired.

OTHER REPORTS OR                      Municipal Judge Jon Henricksen addressed the Council to update them in the City's court activities. Judge Henricksen noted that Canby has a "full service court" unlike some other cities in Clackamas County. He also commended Court Clerk, Dorothy Patterson, in her control of collecting fines for the City. The Judge informed the Council that Canby ranked number one, along with another town in southern Oregon of our size, by the Oregon State Supreme Court for cases filed and completed.

Administrator Atwood advised the Council that at the scheduled workshop on August 8th, the tax base issue would be discussed for possible resubmitting on the November ballot.

\*\*Councilman Taylor moved to go into Executive Session under ORS 192.660, subsection (1) (d) and (1) (e), seconded by Councilman Anderson.

Wade Bettis inquired as to what the sections were that the Executive Session was called. Mayor Gabrion informed him that section (1) (d) was for labor negotiations and section (1) (e) was to consider a real property transaction. Mr. Bettis stated that he felt too many Executive Sessions were being called by the Council of subject matter that perhaps could be aired in an open session. Roll call vote of the motion was 4-0 for approval.

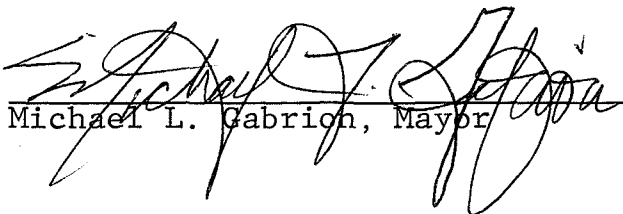
Mayor Gabrion recessed the regular session at 8:30 p.m., to go into Executive Session. The regular session was reconvened at 9:40 p.m.

\*\*Councilman Anderson moved that the City Council instruct the City Attorney to draw an earnest money agreement to be signed by the Mayor agreeing to purchase Mrs. Edna Atwood's property at 130 N.W. First Avenue for the price of \$45,000 cash at closing; Mrs. Atwood will remain in possession for six (6) months from closing date rent free and that she may remove any shrubs and bulbs she may choose before relinquishing possession. After the earnest money receipt is properly signed by both parties, the City Attorney is to proceed with the closing as soon as possible. Motion seconded by Councilwoman Kopelk, Mayor Gabrion called roll, vote passed 4-0 for approval.

\*\*Councilman Taylor moved to instruct the City Administrator to sign the labor agreement for the Public Works Association, including the attached letter of intent (a copy of both is attached to the minutes of this meeting). Motion seconded by Councilwoman Kopelk and approved 3-1, with Councilman Anderson voting nay.

Councilman Anderson asked for an update on the City Administrator selection. Mayor Gabrion noted that the League of Oregon Cities will be sending Canby eleven applications and the only cost will be for administrative fees to the League.

Mayor Gabrion adjourned the regular session at 9:47 p.m.

  
Michael L. Gabrion, Mayor

  
Marilyn K. Perkett, Deputy Recorder

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# AGREEMENT

by  
and between

The City of Canby, Oregon

and

City of Canby Office and Public Works  
Employees' Association

THE CITY OF CANBY, OREGON, hereinafter referred to as the "City," and the CITY OF CANBY OFFICE AND PUBLIC WORKS EMPLOYEES' ASSOCIATION, hereinafter referred to as the "Association," agree to be bound by the following terms and conditions relating to wages, benefits, hours of work, and working conditions for all employees hereinafter classified and identified in this Agreement.

## ARTICLE 1. - RECOGNITION

The City does hereby recognize the Association as the sole collective bargaining agent for all permanent employees classified and identified in Schedule "A" of this Agreement.

## ARTICLE 2. - EMPLOYEE RIGHTS

It shall be the right of all employees subject to the terms of this Agreement, to elect membership in the Association or not to elect membership. Employees shall not be required to join any organization or committee as a condition of continued employment with the City.

## ARTICLE 3. - CIVIL RIGHTS

No employee shall be discriminated against because of his membership or nonmembership in the Association or because of activities he may engage in on behalf of the Association, provided, such activities do not interfere with the employee's performance of work assignments.

There shall be no discrimination with regard to the hiring or tenure of employees by reason of their race, color, national origin, gender, or age. All references to the male gender in this Agreement shall also mean to include the female gender.

## ARTICLE 4. - MANAGEMENT RIGHTS

The City Administrator and department heads shall exercise responsibility, under the authority of the City Council, for the management of the City and the direction of its work force. To fulfill this responsibility, the rights of the City shall include, but shall not be limited to: establishing and directing activities of the City's Departments and its employees; determining standards of service and methods of operation, including subcontracting and the introduction of new equipment; establishing procedures and standards for employment, promotion, layoff and transfer; to discipline or discharge for just cause; determine job descriptions, work schedules and assign work, and other rights

except as expressly limited by the terms and provisions of this Agreement.

#### ARTICLE 5. - SENIORITY

The principle of seniority shall be observed with regard to all layoffs and rehiring of regular employees with the City, provided, the employee to be rehired is competent to perform the available work assigned. Department heads shall be the sole judge of the competency of the employee, with the approval of the City Administrator, but each decision shall not be discriminatory, arbitrary or capricious.

Employees shall be deemed as regular employees after serving a six (6) month probationary period.

Employees off work for six (6) months or more, those discharged for cause, and those who voluntarily quit, shall be considered off the seniority list, with the exception of those off due to an industrial accident or military service.

#### ARTICLE 6. - DISCHARGE / SUSPENSION / WARNING NOTICES

If it should be found that an employee is guilty of dishonesty, intoxication, use of illegal drugs, willful damage to City property, willful neglect of duty, or gross insubordination, such employee may be subject to immediate discharge.

If it should be found that an employee is guilty of lesser offenses, such as habitual tardiness for work, use of foul language, inability to get along with fellow employees, or conduct unbecoming a City employee, such employee may be given a warning or suspension. Repeated offenses may be cause for the termination of employment.

If the City has reason to reprimand an employee, every effort will be made to do so in a manner that will not embarrass the employee before other employees or the public.

#### ARTICLE 7. - HOURS OF WORK / OVERTIME

The workweek shall consist of eight (8) consecutive hours per day. The workweek shall consist of five (5) consecutive days worked either Monday through Friday or Tuesday through Saturday. Each employee shall be entitled to a lunch period of not less than one-half (1/2) nor more than one (1) hour, to be taken on the employee's own time approximately midway in each shift. A rest break not to exceed fifteen (15) minutes, on the City's time, shall be scheduled approximately midway in each half shift.

All hours worked in excess of eight (8) in a day or in excess of forty (40) hours per week, shall be paid for at the overtime rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay. Scheduled overtime work shall be distributed as equitably as possible among the qualified employees. Overtime shall be computed to the nearest fifteen (15) minutes.

A reasonable clean-up time will be granted just prior to the end of the shift for employees, who, in the judgment of their department head, need such time due to the nature and conditions of their work assignment.



#### ARTICLE 8. - REPORTING PAY / CALL BACK

Employees required to report to work shall be entitled to a minimum of two (2) hours of call time pay, unless they are notified prior to their departure for work, not to report to work. Once put to work, employees shall be entitled to a minimum of four (4) hours work or pay therefor. All employees shall have a posted telephone number where they may be reached when necessary.

Employees subject to an unscheduled call back to work after the end of their regular shift shall be entitled to a minimum of two (2) hours of work or pay therefor, at the overtime rate of two (2) times the employee's regular rate of pay. This call back provision shall not be applicable to any employee hired by the City with the understanding that additional evening or after work assignments would be a required condition of employment. Such assignments may involve attendance on behalf of the City for any City Council, Public Works, and Municipal Court meetings.

#### ARTICLE 9. - COMP TIME

Employees shall be entitled to receive additional time off from work, known as comp time, in the event they wish such time off in lieu of payment for overtime work performed. Employees may select comp time instead of their reimbursement at time and one-half (1-1/2) their regular rate of pay should they perform an overtime assignment. Provided, they make such selection at the time their overtime hours are recorded on their time sheets. Comp time, if selected, must be taken within thirty (30) days from the date the overtime work was performed, and such time off must be by mutual agreement with the department head or other designated representative on behalf of the City.

Comp time shall be reimbursed on the same basis as the normal overtime would have otherwise been paid. As such, an employee working two (2) hours of overtime, if he elects comp time in lieu of the reimbursed overtime, shall receive three (3) hours of time off from work, with no reduction in wages during such time off.

Employees on comp time leave shall be treated as though they are on a leave of absence and will not be considered to be on the City's payroll or on the job, even though premium pay is being paid for such time off. This provision specifically holds the City harmless for any contingencies which may arise while the employee is on comp time leave, whereas such employee shall not be treated as "on-the-job" in the event of an accident or illness.

#### ARTICLE 10. - SEWAGE PLANT

Sewage treatment personnel required to make sewage treatment plant checks on weekends and holidays shall receive twenty-five dollars (\$25.00) for each of those days in which treatment plant checks are made on scheduled days off.

#### ARTICLE 11. - HOLIDAYS

The following days shall be recognized as paid holidays, regardless of the day of the week on which the holiday falls:

NEW YEAR'S DAY	JULY FOURTH	THANKSGIVING DAY
WASHINGTON'S BIRTHDAY	LABOR DAY	DAY AFTER THANKSGIVING
MEMORIAL DAY	VETERANS DAY	DAY BEFORE CHRISTMAS
		CHRISTMAS DAY

To qualify for holiday pay, an employee shall have been available for work on his scheduled workday preceding the holiday and his scheduled workday following the holiday. An employee off work due to a bona fide injury or illness shall be considered as "available" for work for the purposes of determining holiday benefits under this Article. A doctor's certificate may be requested of any such employee as noted under Article 13 - Sick Leave. Holiday pay shall be compensated at the employee's regular straight time hourly rate of pay.

Employees required to work on such days shall be compensated at the rate of time and one-half (1-1/2) their regular rate of pay, in addition to their holiday pay. Holidays falling on Saturday shall be observed on the preceding Friday and holidays which fall on Sunday shall be observed on the following Monday. Whenever one of the recognized holidays falls during an employee's vacation, such employee shall be entitled to one (1) additional day of vacation or pay therefor.

#### ARTICLE 12. - VACATIONS

All regular employees who have been in the employ of the City for at least one (1) full year, shall be entitled to vacation benefits. The following vacation allowance shall be observed providing for pay in the equivalent of forty (40) hours at their regular rate of pay for each week of earned vacation:

After one (1) year of service.....Two (2) weeks vacation  
After five (5) years of service .....Three (3) weeks vacation  
After sixteen (16) years of service..Four (4) weeks vacation

Employees who leave the employ of the City after having been employed for one (1) or more years, shall be entitled to a prorated vacation allowance of one-twelfth (1/12th) of their earned vacation for each full month of service.

All time off for vacations shall be by mutual agreement between the department head and the employee. In the event of a conflict between employees regarding time of their vacations, then the principle of seniority shall prevail. Employees shall be permitted to choose either split or full vacation periods. Time off for vacations shall be taken by the employee each year, except in cases where special permission has been granted by the City Administrator allowing for an employee's vacation or portion thereof to be carried over to the succeeding year. At no time shall an employee have more than ten (10) days of vacation from previous carry-overs, in addition to his regularly earned vacation.

#### ARTICLE 13. - SICK LEAVE

All full-time employees employed by the City for ninety (90) days or more shall

be entitled to accumulate sick leave credits in the amount of one (1) day for each month of service. Each employee's unused sick leave shall accumulate in a personal sick leave bank to a maximum of seventy-five (75) days. However, each employee may continue to accrue sick leave days in excess of seventy-five (75) days to a maximum of one hundred and twenty (120) days, but such days shall accumulate into a special community sick leave bank to be shared by all employees of the City, excluding employees of the Police Department.

The City may require a doctor's certificate to substantiate loss of time due to illness or off-the-job accidents. Employees taking time off for medical or dental appointments shall have such time off, charged against their sick leave benefits. Employees off on industrial accident shall receive sick leave benefits in addition to their Workers' Compensation benefits, not to exceed their regular salary, and only to the extent of the employee's sick leave credits which remain.

At the discretion of the department head, an employee may be allowed to use sick leave for medical emergencies involving members of the immediate family as defined in Article 14.

The community sick leave bank shall be established to provide additional sick leave, as earned by employees as noted above, for distribution to deserving employees which may have exhausted their personal sick leave bank and which may continue to be off the job due to an accident or illness. The community sick leave bank shall continue to accrue pooled sick leave from each participating employee's earned days in excess of seventy-five (75) days and to a maximum of one hundred and twenty (120) days as earned by the participating employee. Any deserving employee as noted above may request a specific number of days from the community sick leave bank, to be credited to his own personal account. Such request shall be made to the Joint Labor-Management Board.

The Joint Labor-Management Board shall be comprised of one (1) or more members of the Association and an equal number of representatives designated by the City. Such Board shall hear all requests for transfers of sick leave days from the community sick leave bank to an employee's own personal sick leave account. The Board shall determine by mutual agreement the validity of each request and the specific number of days, if any, which may be granted the employee from the community sick leave bank, but never in excess of the accumulated sick leave days existing in the community sick leave bank. The Board member(s) representing the Association shall have one (1) vote, and the Board member(s) representing the City shall likewise have one (1) vote. In the event both votes are not cast unanimously in favor of an individual for a specific number of days, then either party shall be free to proceed with the grievance machinery provided by this Agreement for the dissolution of the request.

#### **ARTICLE 14. - FUNERAL LEAVE**

In the event of a death in the employee's immediate family, said employee shall be entitled to a leave of absence with pay up to three (3) working days in such cases, as may be necessary. Additional leave may be granted by the City Administrator. The employee's immediate family shall include: spouse, children, parents, brothers, sisters, and grandparents.

**ARTICLE 15. - JURY DUTY**

Employees shall be granted leave with full pay any time they are required to report for jury duty service, provided, the employee endorses all checks received from the court over to the City for those services. If an employee serving jury duty is excused, dismissed, or not selected, he shall report for his regular work assignment.

**ARTICLE 16. - EDUCATIONAL LEAVE**

Educational leave will be at the discretion of the City Administrator.

**ARTICLE 17. - LEAVE OF ABSENCE**

All regular employees may be granted a leave of absence without pay for a period of up to twelve (12) months, if in the judgment of the City Administrator such leave would not seriously handicap the employee's department. Requests for such leave must be submitted to the City Administrator in written form as soon as possible prior to the time the requested leave would begin, and must include a complete justification for the leave, except in the case of an off-the-job accident in which event the leave may start immediately.

While on such leave, the employee shall not be entitled to accrual of any benefits such as vacation, sick leave, retirement contributions, etc., but shall not lose seniority accrued previous to beginning of leave and shall be eligible for health insurance coverage at the employee's own expense for the maximum period of time allowed by the insurance carrier.

**ARTICLE 18. - WAGES**

The job classifications and their corresponding wage scales are noted on Schedule "A" which is attached hereto and made a part of this Agreement. Paydays shall be twice monthly.

**ARTICLE 19. - MILEAGE EXPENSE**

Whenever an employee is required by his department head to use his own vehicle for City business, he shall be compensated at the rate of twenty-one cents (\$.21) per mile to be calculated from the employee's base of operations and back. Mileage reimbursement is to be paid monthly.

**ARTICLE 20. - HEALTH & WELFARE**

All full-time employees covered by this Agreement who have been in the employ of the City for at least ninety (90) days shall be eligible to participate in the Medical-Hospital, Prescription Drug, Dental, Vision, Life and Accidental Death and Dismemberment insurance program as provided by the City under the terms and conditions recognized herein.

The City shall be responsible for payment of premiums for Medical-Hospital, Prescription Drugs, Dental and Vision insurance to a maximum of \$98.85 per month for a single employee, \$216.30 per month for an employee with one dependent or \$272.90 per month for an employee with two or more dependents, as well as the payment of premiums for Life and AD&D coverage.

The following plans were in effect at the time of the effective date of this Agreement:

Medical-Hospital	- League of Oregon Cities Plan 4 with Prescription Drug Option
Dental	- League of Oregon Cities Plan 3
Vision	- League of Oregon Cities Base Vision Plan
Life - \$5,000	- League of Oregon Cities
AD&D - \$5,000	- League of Oregon Cities

#### ARTICLE 21. - RETIREMENT PLAN

The City agrees to continue its participation in the City of Canby, Oregon retirement program or its successor, to provide retirement protection for all eligible employees, as required by law. In addition, the City shall also contribute that amount of money which is necessary under the employee's contribution requirements, to a maximum of three percent (3%) of the employee's monthly earnings as computed under the plan.

In the event additional "employee" contributions become necessary under the plan, then each participating employee shall be obligated to provide the difference, if any, as is currently required as a contribution under the plan and that which may become the required contribution. As an example, if the "employee" contribution increased by one percent (1%) of such person's monthly earnings, to a total contribution level of four percent (4%), then such person would be obligated to provide a one percent (1%) contribution to the plan by means of payroll deduction.

Employees who terminate their employment with the City prior to completing five (5) years continuous coverage under the plan, shall receive their accrued required contributions balance plus any voluntary contributions made to the plan. Employees having completed five (5) or more continuous years of coverage under the plan, and who then terminate their employment with the City shall likewise be entitled to benefits under the plan. For further information concerning the actual benefits to be provided under the plan, please refer to the City of Canby, Oregon retirement plan booklet. Copies of such plan booklet are available from your employer.

#### ARTICLE 22. - SAFETY COMMITTEE

The City shall have a Safety Committee and will hold periodic safety meetings with the employees. One (1) employee selected by the Association as its representative may be permitted to participate locally without loss of pay, in any official Safety Committee business at the discretion of the City Administrator.

#### ARTICLE 23. - GRIEVANCE PROCEDURE

Whenever any dispute shall arise over the interpretation of or adherence to this Agreement, other than for an employee's discharge for cause, that cannot be settled between the department head and the employee, the matter shall be reduced to writing and presented to the City Administrator for his consideration.

Should the employee find no satisfaction with the immediate supervisor, then the matter shall be given to the City Administrator for his consideration within ten days of the initial presentation of the written grievance to the immediate supervisor. Should the grievant and the Association be dissatisfied with the decision of the City Administrator, the grievance shall be given to an adjustment board.

The Board of Adjustment shall consist of two (2) disinterested persons selected by the Association, and two (2) disinterested persons selected by the City. The Board shall have the right to receive all evidence pertaining to the matter and will render a majority decision within ten (10) days from its receipt of the evidence. The decision of the Board shall be final and binding upon all parties. All expenses except attorney fees shall be borne equally by the parties.

#### ARTICLE 24. - STRIKE / LOCKOUT

The Association agrees that during the term of this Agreement the employees it represents will not engage in any strike, work stoppage, slowdown, or interruption of City services, and the City agrees not to engage in any lockout.

#### ARTICLE 25. - UNIFORMS / PROTECTIVE CLOTHING

The City agrees to provide each mechanic in the unit, two (2) pair of coveralls per week, with no cost of maintaining the coveralls, including tailoring, cleaning and laundering, which cost shall be borne by the City.

The City shall make available protective rubber gloves for employees as determined by the supervisor, requiring such gloves for the safe and sanitary performance of their duties. The department supervisor shall issue such gloves on a job-by-job basis to employees requiring them. Upon completion of the project, where such gloves are needed, each pair of issued gloves shall be returned to the department supervisor.

#### ARTICLE 26. - SAVINGS CLAUSE

Should any provision of this Agreement to be found to be in conflict with any Federal law, State statute, or final decision of any court of competent jurisdiction, said provision shall be modified to comply with said law or decision, but all other provisions of this Agreement shall remain in full force and effect.

#### ARTICLE 27. TERMINATION

This Agreement shall become effective July 1, 1984 and shall remain in full force and effect through June 30, 1986, except that it may be opened by either party no later than May 1, 1985 for purposes of negotiating changes in wages and /or medical-hospital, prescription drug, dental and vision insurance premium costs for the period July 1, 1985 through June 30, 1986. It shall remain in full force and effect from year to year thereafter unless either party shall

serve written notice on the other, at least sixty (60) days prior to the expiration of the contract, or any subsequent anniversary date, requesting that the agreement be opened for changes and/or termination.

THIS AGREEMENT is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

For: THE CITY OF CANBY, OREGON

For: THE CITY OF CANBY OFFICE AND  
PUBLIC WORKS EMPLOYEE'S ASSOCIATION

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Robert L. Godon, President

By: \_\_\_\_\_  
City Administrator

By: \_\_\_\_\_  
Brian Towell

# SCHEDULE "A"

City of Canby, Oregon

\* \* \*

City of Canby Office and Public Works  
Employees' Association

## HOURLY WAGE SCALES Effective 7/1/84

<u>CLASSIFICATIONS</u>	<u>New Hire</u>	<u>6 Months</u>	<u>1 Year</u>
General Clerical and Entry Level Librarian. . . . .	4.64	4.94	5.24
Library Assistant. . . . .	5.34	5.64	5.94
Receptionist/Clerk Secretary .	5.19	5.49	5.79
Court Clerk. . . . .	6.39	6.69	6.99
Secretary-Senior . . . . .	5.98	6.28	6.58
Secretarial Specialist . . . .	7.76	8.06	8.36
Public Works I . . . . .	8.01	8.31	8.61
Public Works II. . . . .	9.43	9.73	10.03
Public Works III . . . . .	10.04	10.34	10.64
Public Works IV. . . . .	10.18	10.48	10.78
Engineer Technician. . . . .	8.12	8.42	8.72
Building Inspector . . . . .	12.58	12.88	13.18

Employees shall be paid at the wage scale of the classification of work for which they are employed.

The Department Superintendent for Public Works may appoint a leadman to aid in the supervision of the work force. In the event a leadman is selected, then such classification shall receive a minimum of ten cents (\$.10) per hour above the classification he may supervise.



LETTER OF UNDERSTANDING

It is hereby agreed by and between the undersigned parties that Brian Towell, currently employed by the City in the classification of Public Works II, will receive a pay increase from his 1983-84 rate of \$9.96 per hour to a rate of \$10.36 per hour under terms of the 1984-86 labor agreement between the parties, and subject to provisions of Article 27 of that Agreement.

For The City of Canby

For The City of Canby  
Office and Public Works  
Employees' Association

\_\_\_\_\_  
Bud Atwood, Acting City Administrator

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Bob Godon, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date