

**LETTER OF AGREEMENT**  
**(Tamara Palmer Out-of-Classification Grievance Settlement)**

The parties to this Settlement Agreement are the City of Portland, by and through its Bureau of Human Resources (City), and the American Federation of State, County, and Municipal Employees, Local 189-1 (AFSCME), and Ms. Tamara Palmer.

**Recitals**

1. The City and AFSCME are parties to a Collective Bargaining Agreement (CBA), the term of which is July 1, 2006 to June 30, 2010.
2. Article 11.3 of the parties' CBA provides, "when an employee is assigned to a higher classification, the employee's pay rate shall be the step within the higher classification range which represents at least a three percent (3%) increase over the employee's regular rate in his or her former classification...."
3. The City participated in a series of pre-grievance meetings with Ms. Palmer beginning on August 19, 2008 where she asserted that from November 3, 2003 to June 23, 2008 she was often designated as the acting Lab Manager, and at other times was assigned duties beyond those of her classification of Sr. Laboratory Analyst. In her grievance, Ms. Palmer asserted that she had been working out of classification for approximately 30% of her time during a 4.5 year time period.
4. As a result of those meetings, Water Bureau Director, David Shaff issued an affirmative response recognizing the two circumstances of "out-of-class" work the grievance encompasses. He granted Ms. Palmer compensation for work out of classification as the acting Lab Manager, and compensation for work out of classification as an Environmental Program Manager.
5. This Settlement Agreement will resolve all outstanding matters related to and arising from Ms. Palmer's work as the acting Lab Manager, and her work as an Environmental Program Manager during the above-stated date range.

**Agreement**


1. The Water Bureau shall remit payment of \$13,637.94 to Ms. Palmer for work performed as the acting Lab Manager, and for work performed as an Environmental Program Manager between the dates of November 3, 2003 and June 23, 2008.
2. AFSCME shall dismiss its grievance with prejudice.
3. Ms. Palmer voluntarily releases and forever discharges the City from all claims arising from the facts underlying this dispute and accepts the above-consideration as a complete and final resolution and settlement of any and all liabilities and claims, direct or indirect, arising out of the facts of the underlying grievance.

4. The parties agree that the terms of this Settlement Agreement shall not establish any precedent whatsoever.
5. This Settlement Agreement shall not become effective or enforceable until the Portland City Council has approved the Agreement.

For the City

For AFSCME

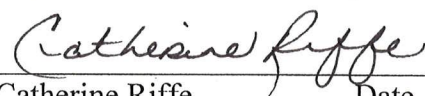
 5/26/10  
Yvonne L. Deckard      Date  
Director, Bureau of Human Resources

For  5/18/10  
James Hester      Date  
Business Representative

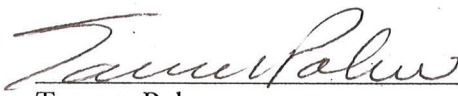
For the Bureau

Approved as to form

 5.14.2010  
David Shaff      Date  
Director, Water Bureau

 5/11/10  
Catherine Riffe      Date  
Chief Deputy City Attorney

Employee

 5/19/2010  
Tamara Palmer      Date