

Letter of Agreement

184741

The parties to this Letter of Agreement are the City of Portland (City) and the City of Portland Professional Employees' Association (Union).

BACKGROUND

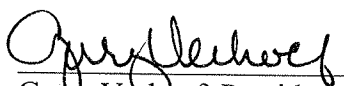
1. The parties' July 1, 2010 through June 30, 2013 labor agreement was ratified by the Union's membership on October 7, 2010 and approved by City Council on October 27, 2010.
2. The parties have outstanding issues that were unresolved during the negotiations leading to the labor agreement.
3. The parties agree it is in their best interests to resolve these issues by amending the labor agreement.

Now therefore, the parties agree to amend the collective bargaining agreement as follows.

AGREEMENT

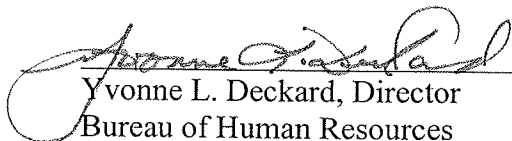
1. Article 2, Union Security and Activities will be amended to add a new section permitting the City to charge the Union for information requests made pursuant to the Oregon Public Employees Collective Bargaining Act and to permit the union to obtain copies of its members' personnel files with a written release. The amendment will be in the form of Attachment 1.
2. Article 11, Holidays, will be amended to permit employees who are on work schedules where the normal workday is that are greater than eight hours to work additional hours in the same work week as a holiday is observed in order to satisfy the difference between the number of hours scheduled on the day a holiday is observed and the employee's holiday entitlement. The amendment will be in the form of Attachment 2.
3. Article 22, Section 6, Expenses for the Arbitrator's Services will be amended to clarify when a party will be required to pay an arbitrator's cancellation fee. The amendment will be in the form of Attachment 3.
4. Unless there is a future agreement to the contrary, this agreement shall survive and continue with the parties' successor agreements.
5. This Agreement shall be effective upon adoption by the City Council.

For the Union:


Gerry Verhoef, President


6/2/11
date

For the City:


Yvonne L. Deckard, Director
Bureau of Human Resources

6/7/2011
date

Approved as to Form:


Lory J. Kraut, Deputy City Attorney

date 16 June 2011

ARTICLE 2
UNION SECURITY and ACTIVITIES

Section 1, Membership/Fair Share. No change.

Section 2, Disclaimer. No change.

Section 3, List of Employees. No change.

Section 4, Dues Deduction. No change.

Section 5, Payment. No change.

Section 6, Employee Rights. No change.

Section 7, Union Bulletin Boards. No change.

Section 8, Union Activities. No change.

Section 9, Union Business. No change.

Section 10, Information Requests. Information requests made by the Union under this labor agreement or the Oregon Public Employee Collective Bargaining Act that require more than one (1) hour to produce will be charged at the applicable rate found in the City's Standard Fees for Public Records Requests in effect at the time of the request.

In accordance with Human Resources 1.04 – Personnel Records, upon the employee's written release, the Union may inspect and obtain copies of the employee's official personnel file.

Article 11 Holidays

Section 1, Holidays. No change.

Section 2, Eligibility Requirements. Employees shall be eligible for holiday pay under the following conditions:

- (a) No change.
- (b) No change.
- (c) No change.
- (d) No change.
- (e) No change.
- (f) Full-time employees who are on work schedules other than eight hours per day, five consecutive days per week will receive full vacation and sick leave accrual for each of the observed holidays for which they are entitled to be paid.

These employees may elect, in writing before the holiday, to **adjust their schedule as provided in Article 10, Section 2 (e)**, use either earned compensatory time or leave without pay instead of vacation for the difference between the eight hours of holiday pay they receive under this Article and their regular shift hours.

Part-time employees may elect, in writing before the holiday, to **adjust their schedule as provided in Article 10, Section 2 (e)**, use either earned compensatory time or leave without pay instead of vacation for the difference between the holiday pay they receive under this Article and their regular shift hours.

Section 3, Holiday Work. No change.

ARTICLE 22 SETTLEMENT OF DISPUTES

Section 1, General. No change.

Section 2, Contents of Grievances and Responses. No change.

Section 3, Time Periods and Procedure. No change.

Section 4, Discharge. No change.

Section 5, Mediation. No change.

Section 6, Arbitration. The Union must exercise its right to request arbitration by providing written notice to the Director of the Bureau of Human Resources. After notification, the parties or their representatives shall jointly request the Employment Relations Board for a list of names of seven (7) arbitrators from Oregon and Washington. The parties shall select an arbitrator from that list by such method as they may jointly select, or if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party shall strike the first name objectionable to it, and the City shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.

The arbitrator's decision shall be final and binding on both parties, but the arbitrator shall have no power to alter in any way the terms of this agreement. The decision of the arbitrator shall be within the scope and terms of this agreement and the arbitrator shall be requested to issue the decision in writing, indicating findings of fact and conclusion, to both parties within thirty (30) days after the conclusion of the proceedings, including filing of briefs, if any. It may also provide retroactivity not exceeding sixty (60) days prior to the date the grievance was filed and shall state the effective date.

Expenses for the arbitrator's services and the proceedings shall be borne by each party in equal share; provided that, if the Union unilaterally withdraws a grievance, with or without prejudice, or the City unilaterally grants a grievance, that party shall be solely responsible for any resulting arbitrator cancellation fees. However, each party shall be responsible for any other expenses incurred by them.

Section 7, The Union Grievance Committee. No change.