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LETTER OF AGREEMENT

The parties to this Agreement are the City of Portland (City), on behalf of the Portland Bureau of Transportation (Bureau), and Laborers International Union of North America Local 483 (Union).

Background

- 1. The City and the Union are signatories to the July 1, 2013 June 30, 2017 labor agreement between the City and the District Council of Trade Unions.
- 2. Article 8.1 of the labor agreement establishes starting and ending times for the Day, Second/Swing and Third/Night shifts.
- 3. Article 8.2 establishes the shift differential premium of \$.84 per hour for Second shift and \$1.16 per hour for Night shift.
- 4. Article 8.6 states the shift premiums in Article 8.2 shall be paid to any employee working a full overtime shift.
- 5. The Bureau's Maintenance Operations Group has a night shift Street Cleaning group whose work schedule is 9:30 p.m. to 6:00 a.m. The workweek begins Sunday night and ends Friday morning.
- 6. The Maintenance Operations Group's Street Cleaning section is responsible for leaf removal from City streets each fall. Known as "Leaf Season," its normal timeframe is early November to mid-December but is dependent on weather and the volume of work.
- 7. Employees assigned to Leaf Season work shift extension overtime and overtime on regularly scheduled days off.
- 8. During Leaf Season the Night Shift group works two (2) additional hours in conjunction with their regularly scheduled shift, beginning at 7:30 p.m. each of their regularly scheduled workdays.
- 9. Because of Article 8.6, the Night Shift employees will not receive shift premium for the two (2) hours of work between 7:30 p.m. and 9:30 p.m. even though those hours fall within the Night Shift.
- 10. The parties wish to pay the Night Shift employees shift premium for all hours worked in conjunction with their regularly scheduled shifts.

Agreement

- 1. Night Shift employees of the Bureau's Maintenance Operations Group shall receive the Night Shift premium described in Article 8.2 when their night shift is extended to encompass time directly before and/or directly after their regularly scheduled shifts during Leaf Season.
- 2. This agreement is effective for the period declared to be Leaf Season as determined by Bureau management.

This agreement is based on the particular circumstances described above and does not constitute a precedent for either party.

This agreement will become effective upon approval by ordinance by City Council and will be in full effect for the 2016 Leaf Season as determined by Bureau management.

For the Union:	4
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Farrell Richartz, Business Manager	Date
For the Bureau: Leah Treat, Director	
For the City: Anna Kanwit, Director, Bureau of Human Resources	11-21-16 Date
Approved as to Form: Heidi K. Brown, Deputy City Attorney	1/2/2016 Date