

March 17, 2015

DCTU

Letter of Agreement  
SHIFT TRADE GUIDELINES  
Emergency Communication Support Specialists

The parties to this Letter of Agreement (LOA) are the City of Portland (City), on behalf of the Bureau of Emergency Communications (BOEC) and the American Federation of State, County and Municipal Employees Local, 189 (Union).

Background

- A. The City and the District Council of Trade Unions, of which the Union is a signatory member, are parties to a collective bargaining agreement effective July 1, 2013 to June 30, 2017 (the 2013-2017 CBA).
- B. The Union is the sole collective bargaining representative on behalf of employees working at BOEC in the Emergency Communication Support Specialist (ECSS) classification (Job ID 30000835). The ECSS classification is listed in Schedule "A" of the 2013-2017 CBA.
- C. Article 12.1.2 of the 2013-2017 CBA allows for shift trades or shift changes between employees upon mutual agreement with the City. Shift trades of less than a FLSA workweek have not been allowed under the CBA.
- D. Notwithstanding the provisions of the 2013-2017 CBA, because BOEC is a 24/7 operation, it is in the best interest of both BOEC and employees in the ECSS classification to allow ECSS's to trade work shifts of less than a FLSA workweek or pay period and/or to trade partial work shifts, with approval of their supervisors.

Agreement

1. Shift Trades. Notwithstanding the provisions of the 2013-2017 CBA, individual trades of full or partial shifts may be made between employees in the ECSS classification at BOEC under the provisions of the FLSA.
2. Trades must be approved by a supervisor.
3. The hours worked shall be excluded in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation.
4. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift. Notwithstanding the provisions of ORS 653.268, it is agreed that at no time shall any hours worked under a trade agreement be paid at the overtime rate.

5. The City is not required to keep a record of the hours of the substitute work. However, the City may develop and require the use of pay codes to facilitate its Knowledge of when an employee has substituted or is being substituted and when an employee did not report to work for what was an approved substitution shift.
6. Trades are not subject to formal record keeping by the Bureau. Records of trade time worked and owed are the responsibility of the employees involved in the trade. The City is not responsible, nor can it be held liable, for disputes between employees over time owed as a result of trades. The City cannot be held responsible for the balancing of trade accounts.
7. Employees are responsible for ensuring that their assigned shifts are covered.
8. If the employee who has agreed to work for another in trade does not report to work, the employee originally assigned the shift will be credited as if he or she had worked his or her normal work schedule for that shift. The employee who did not report to work as part of an approved substitution agreement shall have the equivalent amount of time removed from his or her vacation leave accruals, and if none, from future vacation leave accruals until the deficit is erased. If the employee who has agreed to work the trade cannot work the trade due to illness, the time will be deducted from her/his vacation leave accruals.
9. Failure to work a trade twice in six months shall result in termination of all trade privileges for the subsequent six months. Failure to fulfill a trade may also result in the termination of trade privileges and/or disciplinary action.
10. Either party may terminate this LOA with 30 days' advanced written notice.
11. The parties agree that Grievance No. 2015-008 filed on behalf of employees in the ECSS classification is hereby withdrawn with prejudice.
12. This LOA is effective upon ratification by City Council.

