

SETTLEMENT AGREEMENT

AFSCME Local 189 ("AFSCME") and the City of Portland ("City") hereby agree as follows:


1. AFSCME will withdraw the pending grievance filed November 15, 2012 involving the City's use of police officers to perform police desk clerk duties. (This is the grievance that was set for arbitration on May 8, 2018 before Arbitrator Jim Bailey.)
2. City agrees police officers and non-represented employees should not be regularly performing police desk clerk duties.
3. Any incidental work that police officers and non-represented employees do that would normally be associated with police desk clerks should be kept to a de minimus level, and only to ensure that police desk clerks are able to avoid mandatory overtime and take appropriate breaks. "De Minimus" is defined as "occasional work to cover Police Desk Clerks during meal periods, breaks, vacations, or during times of illness when another Police Desk Clerk is not available to provide coverage." However, the City will offer voluntary overtime to Police Desk Clerks before utilizing non-bargaining unit members to meet staffing needs. When non-bargaining unit members are covering the duties of bargaining unit members, non-bargaining unit members will perform only those duties necessary to provide front desk coverage (for example, filing/paperwork, etc. should wait until a PDC returns).
4. Police officers may regularly staff police desk clerk stations only for the purpose of performing sworn police officer work, such as taking reports.
5. The City will maintain or increase staffing for police desk clerks to ensure that police desk clerk duties are regularly performed by AFSCME-represented workers.
6. Notwithstanding any other provision of this agreement, effective July 1, 2019, the City will not use sworn police officers or non-represented employees to perform police desk clerk duties when there is a vacancy for a police desk clerk position, except when there is an active recruitment. Recruitment to fill vacancies will begin within 30 days and will be done in good faith. If a vacancy has not been filled within 6 months, the union and City will meet and confer.
7. The City will split the cancellation fees for the arbitration.
8. The City will compensate current City employees who were police desk clerks during the relevant time period for lost voluntary overtime opportunities. Such compensation shall be \$500 per employee, and shall be payable via checks issued to such employee and delivered to AFSCME for distribution.

9. Upon execution of this agreement, the City will begin actively recruiting for the vacant police desk clerk position in the Training Division. Substitute with: The City agrees to request funding for the vacant unfunded police desk clerk position currently assigned to Fiscal by July 1, 2019.

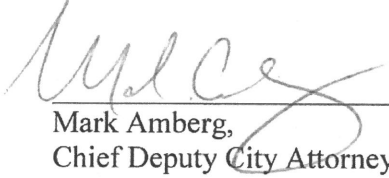
On Behalf of the City:

On Behalf of the Union:

 11/14/18
Printed Name: Serilda Summers-McGee

 9-12-18
Printed Name: Rob Wheaton

Approved as to Form:

 11/13/18
Mark Amberg, Date
Chief Deputy City Attorney