

Letter of Agreement

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

Background

1. The Union is a signatory to the Labor Agreement between the City and the District Council of Trade Unions.
2. On June 29, 1998, the parties entered into a Letter of Understanding (LOU) addressing the manner in which the Wastewater Operators in the Operations and Maintenance work unit will replace other Wastewater Operators at the Bureau's Columbia Boulevard Wastewater Treatment Plant for short-term absences such as vacations, extended sick leave, etc.
3. The parties have determined the need to replace the LOU with a new agreement addressing the changes that have arisen in the intervening years. Based on this determination the parties agree to the following for the Special Operations Group (SOG) Relief Shift Operators (currently referred to as the Relief Pool) at Columbia Boulevard Wastewater Treatment Plant.

Agreement

1. Operators in the Relief Pool are the designated first source of replacements for leave coverage including vacation leaves, sick leaves, dependant care, union leave or jury duties. If these assignments do not involve changing starting times or days off, the Bureau has the authority to utilize Monday through Friday "A" Shift Operators or the Relief Shift Operators. Both parties recognize that employees outside of the Relief Pool are assigned for coverage by seniority on a rotation basis.
2. There will be at least four (4) Relief Pool slots in SOG. Operators in Relief Pool slots will normally be assigned "A" shift, Monday through Friday.

3. The City will designate, in advance of the Open Bid, the specific number of slots within the SOG work unit to be in the Relief Pool slots for the bid year. During the period that this agreement is effect, the parties agree that Operators bid into the Relief Pool slots.
4. Operators in the Relief Pool will receive a \$2 per hour premium for all hours worked. They are not eligible for any other shift differential set forth in Article 8 of the Labor Agreement.
5. The Bureau will attempt to equalize the assignment of coverage by Relief Pool members.
6. It is the intention of all parties that Operators in the Relief Pool slots will be utilized under the following conditions:
 - a. Operators in the Relief Pool will be given a minimum of 24 hour notice of schedule changes affecting their starting times or days off.
 - b. Operators in the Relief Pool will be guaranteed a minimum of 10 hours off between shifts except (1) when the Operator has volunteered for overtime work; or (2) when the Operator is required for mandatory overtime work when the Bureau determines that minimum staffing requirements dictate and notice has been given as required by Article 9.1 of the Labor Agreement.
 - c. Changes in shifts for Operators in the Relief Pool shall be effective for not less than 40 work hours on the same assignment and may be used to cover no more than two (2) consecutive shifts (e.g., A shift + B shift) when transitioning from the bid SOG schedule or from a Relief Assignment.
 - d. If items "a" through "c" are not met, then the first shift of eight (8) hours on the new schedule will be paid for at one and one-half (1.5) times the employee's base rate.
 - e. Overtime will be paid according to guidelines set within the FLSA and conditions within this Letter of Agreement.
 - f. Once a Relief Pool member has completed a Relief Assignment, they may be assigned either to return to the SOG bid schedule immediately or have days off as deemed appropriate by the Supervisor.
7. This Agreement will be in effect from the date of its approval by ordinance by the City Council.

- 8. Either party may provide notice that it wishes to terminate this Agreement. Such notice will be given in writing to the other party at least 30 days prior to the annual open bid . If such notice is given, this Agreement shall no longer be in effect upon the implementation of the open bid .

- 9. The parties acknowledge that this Letter of Agreement has been crafted to address the special circumstances referenced herein. Therefore, the parties stipulate that the terms of this Letter of Agreement shall not establish any precedent whatsoever.

For the Union:

Richard Beetle
Richard Beetle, Business Manager

1-27-11
Date

For the City:

Yvonne L. Deckard
Yvonne L. Deckard, Director
Bureau of Human Resources

2-2-11
Date

Approved as to Form:

Matthew V. Farley
Matthew V. Farley, Deputy City Attorney

1-28-11
Date