

## MEMORANDUM OF UNDERSTANDING

The parties to this Memorandum of Understanding are the City of Portland (City) on behalf of the Water Bureau (Bureau) and AFSCME Local 189 (Union).

**Recitals**

1. The City and Union are parties to a Collective Bargaining Agreement (CBA), the term of which is July 1, 2010 to June 30, 2013.
2. The CBA, Article 8.03, states, "Overtime rates shall apply to work performed by an employee before the regular starting time and after the regular quitting time of the shift on which that employee is regularly employed unless work performed outside the regular work day results from unpaid absence during the regular work day for personal reasons."
3. The City supports the mission of an Oregon non-profit organization called SMART - Start Making a Reader Today. The mission of SMART is to help kids become confident readers by providing individual volunteer attention. As a part of the City's support, the Bureau wants to provide an opportunity for represented employees to participate in the program during regular work hours without incurring overtime costs.

**Agreement**

1. The parties agree that Union-represented employees in the Water Bureau may participate in the SMART program, with the prior approval of the employee's manager.
2. The parties agree that employees may only participate in the SMART program on their own time. If an employee takes time off during the employee's regularly scheduled work day, the employee may elect to take an unpaid absence or use accrued vacation or compensatory time.
3. The parties agree that those employees who elect to take an unpaid absence to participate in the SMART program may work before or beyond their normal work shift on the day(s) of participation in the program to make up for the unpaid hours. However, employees who work before or beyond their normal work shift, to make up for unpaid hours taken for the purpose of participating in the SMART program, will not be eligible for overtime.
4. The parties agree that employees may not use a City vehicle to facilitate transportation to and from the SMART program.
5. The parties agree that this Memorandum of Understanding applies only to the AFSCME-represented employees of the Water Bureau.

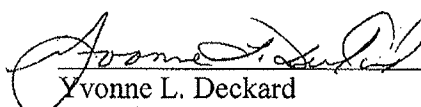
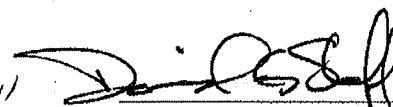
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6. The parties stipulate that the terms of this Memorandum of Understanding shall not establish any precedent whatsoever.

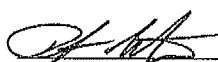
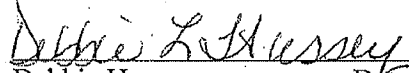
For the City

For the Bureau

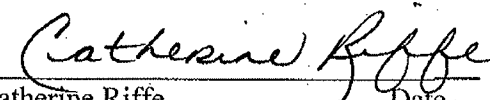
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Yvonne L. Deckard Date David Shaff Date  
Director, Bureau of Human Resources Director, Water Bureau

For AFSCME

For AFSCME

 10/4/11   
Rob Wheaton Date Debbie Hussey Date  
Business Representative President, Local 189

Approved as to form

 8/25/11  
Catherine Riffe Date  
Deputy City Attorney