

Letter of Agreement

The parties to this agreement are the City of Portland (City) on behalf of the Bureau of Transportation (Bureau) Parking Enforcement Division (Division) and AFSCME Local 189 (Union).

Background

1. The Union is a signatory to the July 1, 2010 – June 30, 2013 labor agreement between the City and the District Council of Trade Unions.
2. The Starlight Parade and Grand Floral Parade are held on two successive Saturdays in June each year.
3. The City closes many streets to parking on the day of each parade thereby reducing the need for the number of Parking Enforcement Officers regularly scheduled on Saturdays.
4. In order to meet this reduced staffing need, Parking Enforcement Officers may elect to take the day off.


Agreement

1. Parking Code Enforcement Officers scheduled start to work between 0800 and 1200 hours on the Saturday during the week of the Starlight and/or Rose Festival parades who elect to take the day off will be permitted to elect one of the following:
 - A. With the approval of their supervisor, may change their schedules in the FLSA work week affected by parade events.
 - B. Use accrued Vacation Leave, Compensatory Time or a deferred or postponed holiday.
 - C. Elect to take the day off without pay.
2. If the Officer elects 1 (A), contractual overtime, other than required by the FLSA, shall be waived.
3. If the Officer elects 1 (C), the Officer will not realize a reduction of benefits or accruals.
4. If second shift officers elect 1(A), and the operational needs require an earlier shift start time, they will receive second shift premium pay.
5. Employees can change shift assignment by seniority as long as the Officer is currently performing that duty or is on the designated relief list for the position opening. Example: Scooter opening - employee requesting shift would need to currently be a Scooter Officer or on the Scooter Relief list.
6. The Division will determine minimum and maximum staffing requirements for each parade day.
7. This Agreement shall be in affect until such time that either party provides written notice to the other party of their wish to terminate this Agreement. Such termination will take effect 30 days after receipt of the written notice.

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

This agreement is effective with its signing. Either party may provide notice that it wishes to terminate this Agreement. Such notice will be in writing and will be in effect 30 days after its receipt.

For the Union:


Rob Wheaton,
AFSMCE Council Representative

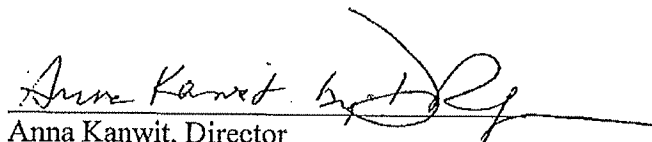
5/11/2012
Date

For the Bureau:


Tom Miller, Director
Bureau of Transportation

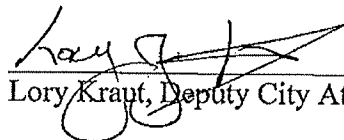
5.14.12
Date

For the City:


Anna Kanwit, Director
Bureau of Human Resources

5/15/12
Date

Approved as to Form:


Lory Kraut, Deputy City Attorney

5/17/12
Date