


LETTER OF AGREEMENT

The parties to this *Letter of Agreement* are the City of Portland (City) and DCTU and AFSCME Local 189. Notwithstanding the expressed terms of Clause 19.2.2 of the labor *Agreement* between the City of Portland and the District Council of Trade Unions and AFSCME Local 189, Ms. Carol Stahlke shall be release from her regular position with the City and shall be placed on "union leave" as provided herein. This arrangement satisfies the reciprocal interests of the parties as follows:

- The Local 189 President is provided the time away from her regular duties to concentrate on the business associated with her position as President of AFSCME Local 189.
- The City is able to better serve the public with continuity of service delivery in the Utilities Customer Services Division of the Revenue Bureau by enabling a means to fully staff the position that Ms. Stahlke now holds.

Therefore the parties agree as follows:

1. AFSCME Local 189 President, Ms. Carol Stahlke, will be released from her regular duties with the City for the purposes of being placed on union leave for a six-month period to start upon the effective date of this document. Thirty (30) days prior to the end of that six-month period, the parties will review this signed *Letter of Agreement* to explore the utility of extending the *Letter of Agreement*.
2. During the term of this *Letter of Agreement*, Ms. Stahlke will continue to be compensated as provided in the first paragraph of Clause 19.2.2 for a full 40 hours per week. The City will bill the Union in accordance with this contract provision for the full amount of time. The parties expressly stipulate that owing to the nature of the work being performed by Ms. Stahlke, no overtime will be recorded or paid during any time Ms. Stahlke is on union leave as provided herein.
3. During the term of this *Letter of Agreement*, Ms. Stahlke may designate up to ten (10) hours per week for direct participation on the BIP # 6 Committee. Such time shall be reserved specifically for time served during Committee meetings or other associated work that is assigned either by OMF or the Mayor's Office and shall be considered City-paid time.
4. In the event for any reason, Local 189 fails to reimburse the City within ten (10) workdays after it has been billed by the City for reimbursement, the terms of this *Letter of Agreement* shall cease to be operative and Ms. Stahlke shall return to her regular duties with the City forthwith.
5. Benefits will be charged per the first paragraph of Clause 19.2.2 of the labor *Agreement*. The parties acknowledge that this arrangement requires the City to provide payment for the remaining some benefits that are not included in the formula, including health care benefits.
6. At the conclusion of the duration of this *Letter of Agreement* and upon giving the City written notice per the second paragraph in Clause 19.2.2, Ms. Stahlke will be permitted to return to work without loss of status in classification, seniority and other associated accruals.
7. The parties acknowledge that the expressed terms of the first paragraph of Clause 19.2.2 of the labor *Agreement* provide for a maximum of thirty (30) days of "reimbursable union leave" and that the arrangements in *this Letter of Agreement* are a departure from those expressed terms. Therefore, the parties stipulate that the terms of this *Letter of Agreement* shall not establish any precedent whatsoever. Nor shall this *Letter of Agreement* be used to support any future grievance or proposal that may be proffered in future labor contract negotiations either by AFSCME Local 189, any of its members or by DCTU or any constituent of the DCTU coalition.

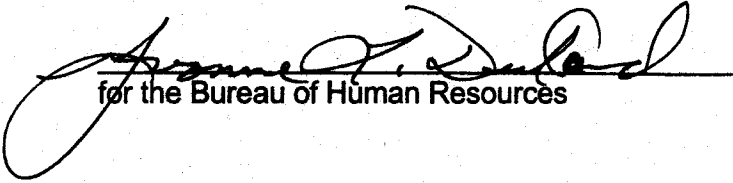

James Hester, Council Representative
AFSCME Local 189

3/21/06
Date


James Hester, President

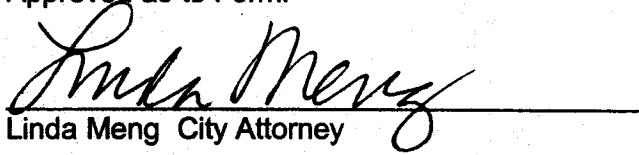
3/21/06
Date

DCTU


for the Bureau of Human Resources

3/27/06
Date

Approved as to Form:


Linda Meng City Attorney

3.21.06
Date