

**LETTER OF AGREEMENT  
(Alternative Schedule "9/80")**

The parties to this Agreement are the City of Portland (City), on behalf of the Portland police Bureau (Bureau), and the Portland Police Association (Union).

Recitals:

1. The City and Union are parties to a Labor Agreement, the term of which is July 1, 2006 to June 30, 2010.
2. By implication of Article 43.1, in conjunction with Article 3, of the parties' Labor Agreement, the authorized work weeks under the parties' collective bargaining agreement appear to be: five (5) work days per week of eight (8) hours each day, or four (4) work days per week of ten (10) hours each day.
3. The Bureau has developed a work schedule known as the "9/80" schedule, under which a specific group of detectives assigned to the Detectives Division work the following bi-weekly schedule:
  - Four (4) days of nine (9) hour shifts each day, followed by
  - One (1) day of eight (8) hour shift, followed by
  - Two (2) days off, followed by
  - Four (4) days of nine (9) hour shifts each day, followed by
  - three (3) days off.

The total number of hours worked for the two-week period is 80.

4. The detectives who have been working the "9/80" Schedule are:

Austria, Richard  
Beniga, Rico  
Christensen, Anthony  
Christensen, Brent  
Coffey, Kristina  
Dolby, Paul  
Hall, Heidi  
Hendrie, David  
Kammerer, Erik  
Lawrence, James

McGetrick, Daniel  
McGlathery, Kraig  
Merrill, Anthony  
Ober, Steve  
Posey, Darren  
Reynolds, Kenneth  
Sickon, Bridget  
Sponhauer, Mark  
Steed, Bryan  
Traynor, Chris

5. The parties have not executed a formal Letter of Agreement authorizing the shifts described above.
6. The parties conclude that it is mutually beneficial to authorize the continued availability of the 9/80 Schedule to those detectives in the Detective Division currently working the 9/80 Schedule.

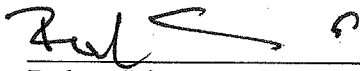
THEREFORE, the parties agree as follows:

Agreement:

1. The parties mutually agree to permit the work schedule described in Recital No. 2 above for each of the employees identified in Recital No. 3 above, so long as that employee is assigned as a detective to the Detectives Division.
2. This agreement shall become effective upon adoption by the City Council.
3. This agreement shall remain in effect for the entire term of the parties' current Labor Agreement. Further, this agreement shall remain in effect following expiration of the parties' current Labor Agreement and throughout hiatus until full ratification of a successor agreement, unless terminated by either party upon thirty (30) days written notice to the other party.

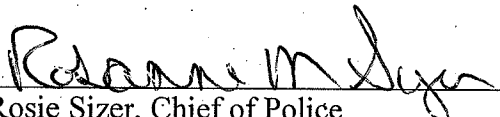
The above agreement is based on the particular facts of this matter and sets no precedent concerning operation of the collective bargaining agreement between the City and the Union.

**For the Union:**

  
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Robert King, PPA President

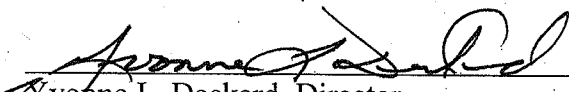
9.27.08  
Date

**For the Bureau:**

  
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Rosie Sizer, Chief of Police

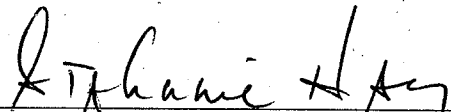
9/29/08  
Date

**For the City:**

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

9/30/08  
Date

*Reviewed as to Form:*

  
\_\_\_\_\_  
Stephanie Harper, Deputy City Attorney

9.17.08  
Date