

**Letter of Agreement**  
(Crime Prevention Program Administrator Alternative and Flexible Schedules)

The parties to this Letter of Agreement are the City of Portland (City), on behalf of the Portland Police Bureau (Bureau), and AFSCME, Local 189 (Union).

**Background**

1. The City and the District Council of Trade Unions (DCTU), of which the Union is a signatory member, are parties to a collective bargaining agreement (CBA) for the period July 1, 2013 through June 30, 2017.
2. Article 7.1.1 of the CBA provides for, by mutual agreement, weekly work schedules consisting of four (4) ten (10) hour workdays with three (3) consecutive days off, commonly known as 4/10 schedule.
3. The operational needs of the Bureau's Family Services Division require Crime Prevention Program Administrators to work schedules other than 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m.

**Agreement**

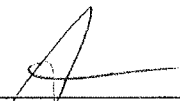
1. The parties agree to authorize 4/10 alternative schedules and flexible schedules for Crime Prevention Program Administrators.
2. Notwithstanding the provisions of Articles 7.1, 8.1, 8.2, and 9.2.3, the parties agree that the Bureau shall institute a flexible work schedule for Crime Prevention Program Administrators.
3. The flexible schedules shall commence on the first day of the payroll period following the signing of this agreement by all parties.
4. In order to meet the needs of the City or the employee, employees working a flexible schedule may occasionally adjust their hours of work within an individual work day, such as a working a split shift; or within the FLSA workweek, by working fewer hours than scheduled on one day and making up those hours by working an equivalent number of additional hours on another day in the same FLSA work week. Such scheduling adjustments will be made in advance by mutual agreement between management and the employee, and regardless of any other provisions of the CBA, overtime will only be payable after forty (40) compensable hours in the FLSA work week. The Program Manager will verify and ensure compliance of employee work schedules under this Agreement.
5. The FLSA work week begins on Thursday for employees who work the flexible schedule.


- 6. The parties stipulate that the terms of this Agreement shall not establish any precedent whatsoever, nor shall this Agreement be used to support any future grievance or proposal that may be proffered in future labor contract negotiations either by the DCTU or a signatory union to the DCTU.
  
- 7. Pursuant to Article 7.1.3, either party may cancel this Agreement at any time, for any reason, upon thirty (30) days' written notice to the other party. Employees will then revert to a shift schedule described under Article 7.1 Standard Day Shift Hours. This Agreement will be effective upon approval by ordinance by the Portland City Council.

For the Union:

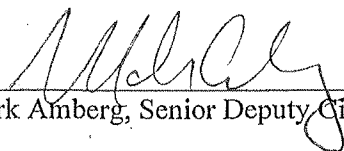
  
 \_\_\_\_\_ 1/14/15  
 Rob Wheaton, Council Representative Date

For the City:

  
 \_\_\_\_\_ 1-15-15  
 Anna Kanwit, Human Resources Director Date

  
 \_\_\_\_\_ 1/20/15  
 Michael Reese, Chief of Police Date

Approved as to Form:

  
 \_\_\_\_\_ 1/19/15  
 Mark Amberg, Senior Deputy City Attorney Date