Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into between the City of Grants Pass (CITY) and the Grants Pass Police Association (GPPA).

The intent of this MOU is to clarify compensation for employees attending training and employees acting as training instructors in Article 5.11 <u>Training and Mandatory Time</u>. Current language reads as follows:

5.11 Training and Mandatory Time. It is the intent of the City that all department employees receive adequate and appropriate training. To this end, notice of training classes shall be posted and all employees will be given the opportunity to apply for appropriate training classes, workshops, and seminars.

Any training time or mandatory classes, seminars, or other time required by the City such as physical tests, firearms, shoots, etc., outside an employee's regular schedule shall be compensated as overtime. If out-of-town travel is involved, the City shall compensate the employee for all expenses related to the training being received, including the current IRS rate if the employee's personal vehicle is driven.

For the purpose of Article 5.11, Training and Mandatory Time, the following additions for clarification shall be made:

For purposes of this MOU, training trade hour maximums shall be referred to as the Trade Cap. The Trade Cap for years in which EVOC training is held in Salem (or another City of similar distance) shall be 16 hours. All other years shall have a Trade Cap of 12 hours.

- 1. The City may adjust an employee's regular work schedule for mandatory training hours up to the Trade Cap for that calendar year. Examples of mandatory training include Survival Skills (excluding Range) and Ethics training. All mandatory training hours beyond the Trade Cap that occur outside the employee's regular work schedule shall be compensated as overtime.
- 2. Range training that is required during off-duty hours, shall be compensated at the overtime rate on an hour-for-hour basis. Range training is excluded from the Survival Skills training eligible for trade time under the Trade Cap.
- 3. The City may adjust an employee's regular work schedule for mandatory training hours beyond the Trade Cap when an employee is approved time off or calls in sick on a scheduled mandatory training day and the training has to be made up on the employee's off-duty time.
- 4. Employees acting as department trainers shall trade off-duty instruction hours at a time and half rate. In the event that a trade of instruction hours is not possible, the hours shall be compensated as overtime on an hour-for-hour basis. (Example: Employee "A" provides 8-hours of training during his off-duty hours. Employee "A" will trade 8 hours at time and one-half (12 hours) in

- exchange for the off-duty training time. Employee "B" provides instruction for 4hours on shift and 4-hours during off-duty hours. Employee "B" will trade 4hours at time and one-half (6 hours) in exchange for the off-duty training time.)
- 5. Trade time shall be coordinated in the following manner: The shift supervisor will post available dates and times for the pay period. The available dates and times shall be for trading flex and training time. Corporals and Officers will select their trade time by hire date seniority within the shift (not by classification), Selection for shift "flex" time shall be permitted first. Once shift "flex" is scheduled, selection for trade time will occur. When the need for a trade arises after initial selection, the Officer may select from the remaining dates and times. In the event that no remaining dates and times exist, overtime will be paid.
- 6. Training time associated with voluntary, collateral special assignments, such as CINT, SWAT and K9, shall be traded on an hour-for-hour basis. In the event that a trade is not possible, the hours shall be compensated as overtime on an hour-for-hour basis. Training time associated with voluntary special assignments shall not be included in the Trade Cap.
- 7. When an employee requests or agrees to attend discretionary training that occurs outside the employee's regular work schedule, the City may adjust the employee's schedule to permit the employee's attendance. Nothing requires the City to approve discretionary training.

Schedule adjustments for discretionary training shall be on an hour-for-hour basis and shall include travel time to/from when travel is beyond 30-miles of the regularly assigned work location. (Example: Employee drives to Eugene for a 6 hour class and back. Employee accumulates 4 hours travel + 6 hours training = 10 hour trade.)

Discretionary training shall not be included as part of the Trade Cap.

This memorandum of understanding shall be considered an addendum to the current collective bargaining agreement, subject to modification through future collective bargaining.

Aaron K. Cubic, City Manager

City of Grants Pass

Heather Yerrick. President

Grants Pass Police Association

Dated: September 21, 2017

Dated: 9-25