

**2018-2021 Collective Bargaining Agreement  
Memorandum of Understanding No. 4**

**Flex Time and Overtime during Basic Police Training at DPSST**

Because members work under the direction of academy staff while in Basic Police training at DPSST, the City must necessarily defer to academy staff to set and direct the members' work schedules. And because the academy staff sets such members' work schedules on the basis of a forty-hour work week, not on the basis of hours worked per day, this memorandum clarifies that members assigned to Basic Police training at DPSST will flex their schedules in accordance with Section 5.4 and will accrue overtime on a weekly basis, not a daily basis, only after forty hours are worked.

Changes are shown below with strikethroughs for deletions and **boldface** for additions.

**Section 5.1 Hours of Work** [boldface in original]

H. Training, Not In-Service: The City may flex (see §Section 5.4) the regular work schedule of an employee to enable the employee to attend training that the City requires the employee to attend without incurring overtime, if the employee is notified of the flexed schedule at least fourteen (14) days before the training is attended. No fourteen (14) days' notice is required for employees whose work schedules are changed at their request to attend non-mandatory training.

**Notwithstanding the 14-day notice requirements of this section, because DPSST determines the 40-hour work schedule of City of Keizer employees who are attending Basic Police (i.e., recruit) training at DPSST such employees shall flex their 40-hour work schedules in accordance with Section 5.4.**

Training will be scheduled in a manner that provides trainees with at least eight (8) hours off between the training and the trainee's regularly scheduled work hours.

Time spent traveling directly to and from the Department for training will be considered "time worked" for the purpose of computing wages. Time spent traveling directly to and from an employee's home to training will also be considered "time worked" unless the distance from the employee's home to training is greater than the distance from the Department to the training, in which case the employee will be allowed to count the time it would have taken to travel from the Department to the training as "time worked." Training will also be considered on-duty time. **Notwithstanding the compensation for travel described in this section, employees choosing to commute to Basic Police training at DPSST (instead of staying in a residence hall provided by DPSST) will not be compensated for travel time to and from DPSST.**

**Section 5.3 Overtime** [boldface in original]

No overtime shall be worked unless authorized by the Chief of Police, his designee or a supervisor.

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B. Overtime: Except as otherwise required by this Agreement, **including employees at Basic Police training at DPSST**, overtime shall be compensated for all time worked outside the employee's regularly scheduled shift. **Employees at Basic Police training at DPSST shall accrue overtime for hours worked in excess of a 40-hour workweek, not an eight-hour workday. See also Section 5.1.H regarding the schedules of employees at Basic Police training.**

This MOU will take effect upon signing.

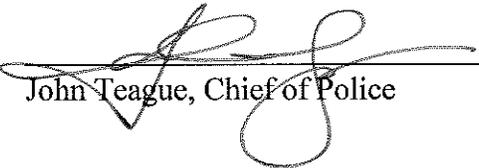
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Signatures below testify to the acceptance of this Memorandum of Understanding.

**FOR THE CITY OF KEIZER:**

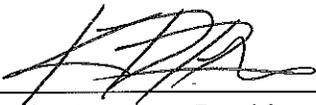
  
\_\_\_\_\_  
Chris Eppley, City Manager

3-17-19  
\_\_\_\_\_  
Date

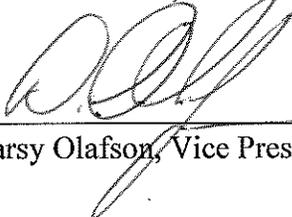
  
\_\_\_\_\_  
John Teague, Chief of Police

03/19/19  
\_\_\_\_\_  
Date

**FOR THE KEIZER POLICE ASSOCIATION:**

  
\_\_\_\_\_  
Kevin Demarco, President

03/11/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Darsy Olafson, Vice President

3-26-2019  
\_\_\_\_\_  
Date