

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF SALEM

AND

SALEM CITY ATTORNEY'S COLLECTIVE BARGAINING UNIT

FISCAL YEARS 2023 - 2026

TABLE OF CONTENTS

Contents

| | |
|---|----|
| PREAMBLE | 1 |
| ARTICLE 1 – RECOGNITION | 1 |
| ARTICLE 2 – EXISTING CONDITIONS..... | 1 |
| ARTICLE 3 – MANAGEMENT RIGHTS..... | 1 |
| ARTICLE 4 – EMPLOYEE RIGHTS | 1 |
| ARTICLE 5 – SERVICE FEES..... | 2 |
| ARTICLE 6 – ASSOCIATION ACTIVITIES..... | 2 |
| ARTICLE 7 – WAGE SCHEDULE | 3 |
| ARTICLE 8 – SALARY SCHEDULE ADMINISTRATION..... | 3 |
| ARTICLE 9 – INSURANCE BENEFITS | 4 |
| ARTICLE 10 – RETIREMENT | 7 |
| ARTICLE 11 – DEFERRED COMPENSATION | 7 |
| ARTICLE 12 – HOLIDAYS..... | 7 |
| ARTICLE 13 – VACATIONS | 8 |
| ARTICLE 14 – SICK LEAVE | 9 |
| ARTICLE 15 – LEAVES OF ABSENCE | 10 |
| ARTICLE 16 – ADMINISTRATIVE TIME | 11 |
| ARTICLE 17 – HOURS OF WORK..... | 12 |
| ARTICLE 18 – HUMAN RESOURCES RULES AND AGREEMENT | 12 |
| ARTICLE 19 – MCLE AND BAR DUES | 13 |
| ARTICLE 20 – MILEAGE AND PER DIEM ALLOWANCE..... | 13 |
| ARTICLE 21 – PERSONNEL RECORDS..... | 14 |
| ARTICLE 22 – PROBATION..... | 15 |
| ARTICLE 23 – LAYOFF | 15 |
| ARTICLE 24 – DISCIPLINE, APPEALS AND REPRESENTATION RIGHTS..... | 16 |
| ARTICLE 25 – GRIEVANCE PROCEDURE | 17 |
| ARTICLE 26 – MAINTENANCE OF STANDARDS | 18 |
| ARTICLE 27 – NO STRIKES OR SANCTIONS | 18 |
| ARTICLE 28 – AMENDMENTS | 19 |

| | |
|--|----|
| ARTICLE 29 – SAVINGS CLAUSE..... | 19 |
| ARTICLE 30 – LABOR/MANAGEMENT CONFERENCES..... | 19 |
| ARTICLE 31 – DRUG AND ALCOHOL TESTING | 19 |
| ARTICLE 32 – DEFENSE OF ATTORNEYS | 23 |
| ARTICLE 33 – TERM OF AGREEMENT | 26 |
| SALEM CITY ATTORNEY’S COLLECTIVE BARGAINING UNIT | 26 |
| APPENDIX A | 27 |
| APPENDIX B | 28 |

PREAMBLE

This Agreement, entered into between the City of Salem, an Oregon municipal corporation, hereinafter referred to as "City", and Salem City Attorneys' Collective Bargaining Unit, hereinafter referred to as "Association", has as its purpose the promotion of harmonious relations between the City and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

NOW THEREFORE the parties agree as follows:

ARTICLE 1 – RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining representative under ORS 243.650 et seq. for all career status Assistant City Attorneys for the City of Salem, excluding confidential and supervisory employees.

ARTICLE 2 – EXISTING CONDITIONS

Except as provided in this Agreement, no employee shall be unfavorably affected by the signing of this Agreement as to wages, hours, or other conditions of employment that the employee now enjoys.

ARTICLE 3 – MANAGEMENT RIGHTS

The Association recognizes the prerogative of the City to operate and manage its affairs in accordance with its responsibilities, and the powers or authority which the City has not expressly abridged, delegated or modified by this Agreement are retained by the City. It is understood and agreed that the City possesses the sole and exclusive right to operate the City through its City Manager and supervisory personnel and that all management rights repose in it, but such rights must be exercised consistent with the other provisions of this Agreement and applicable state and federal laws. The provisions of this Article do not constitute a waiver of the obligation to bargain mid-contract changes pursuant to ORS 243.698 et. seq.

The City will have the right to subcontract the work performed by bargaining unit members during the term of this Agreement without bargaining the decision or the impact of such subcontracts so long as subcontracting does not result in a reduction of the bargaining unit. Notwithstanding any provision of this Article, the City reserves the right to eliminate positions from the bargaining unit due to budget constraints.

ARTICLE 4 – EMPLOYEE RIGHTS

- A. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employment relations. No employee shall be

interfered with, intimidated, restrained, coerced, or discriminated against by the City for the exercise of these rights.

- B. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, disability, sex, creed, religion, national origin, sexual orientation, association affiliation or political affiliation. If a complaint is brought for violation of this Article, the complaint will not be subject to the grievance procedure unless the employee signs a statement in the employee's individual capacity electing to take the remedy that could be obtained by the grievance procedure in lieu of pursuing state or federal claims of discrimination.

ARTICLE 5 – SERVICE FEES

- A. Each employee who is a member of the Association shall have deducted from the employee's monthly pay, Association dues, in an amount determined by the Association in accordance with State Law.
- B. Such a deduction shall be made only if the employee's accrued earnings are sufficient to cover the service fee after all other authorized payroll deductions have been made. The parties recognize that no authorization forms for deduction of service fees are necessary under this Agreement.
- C. The City shall deduct and disburse as provided herein to the Association bi-weekly by one check sent following the deductions.
- D. The City shall correct errors in deduction provided for in this Article within a reasonable time not to exceed thirty (30) days from the City's discovery of or receipt of written notice of the error. The City agrees that there shall be no charge to the Association for the withholding of dues or fair share fees.

ARTICLE 6 – ASSOCIATION ACTIVITIES

- A. During contract negotiations the City shall allow two (2) members of the bargaining unit to attend negotiations without loss of pay and without requiring the employee to utilize paid leave. Attendance at negotiations includes caucuses in preparation for negotiations and caucuses at the conclusion of a negotiation session so long as the total pre and post bargaining caucuses last no longer than one (1) hour in total.
- B. The parties recognize that it may be necessary that Officers of the Association carry out Association activities during work hours. Association activities are those activities which concern the collective bargaining process, in particular the handling of grievances, collective bargaining during the term of this Agreement, labor management meetings with the City and appearing before the Employment Relations Board at a proceeding. The parties agree that Association Officers will be allowed to carry out Association business during

work hours without loss of pay and without having to utilize their leave banks, so long as such activities do not unduly disrupt the functioning of the Office of the City Attorney.

- C. The Association shall be allowed to utilize City equipment for Association business so long as the Association reimburses the City for any actual costs incurred. In addition, Association Officers shall be allowed to utilize the City email system to communicate concerning the collective bargaining process as defined in Section B above. It is understood by the Association that there is no expectation of privacy or confidentiality of communications sent over the City email system.

ARTICLE 7 – WAGE SCHEDULE

- A. Effective July 1, 2023, the City will adjust all salaries contained in Appendix A, and hereby incorporated into this Agreement, by five percent (5.0%).
- B. Effective July 1, 2024, the City will adjust all salaries contained in Appendix A, and hereby incorporated into this Agreement, by three percent (3.0%).
- C. Effective July 1, 2025, the City will adjust all salaries and hereby incorporated into this Agreement, by three percent (3.0 %).

ARTICLE 8 – SALARY SCHEDULE ADMINISTRATION

- A. Advancement through the wage scale shall be based on merit as determined by the City in accordance with the HR Rules. Employees shall be eligible for their first step increase twelve (12) months after their initial hire date. Employees shall be eligible for subsequent step increases in twelve (12) month increments after their first step increase upon satisfactory completion of service until the top step in the salary range is attained.
- B. Step increases may be denied by the City based upon the employee's unsatisfactory performance. If an employee's step increase is denied, the employee shall be placed on a ninety (90) days' work improvement plan. At the end of the ninety (90) days, the employee's performance will be re-evaluated, and if the employee's performance is satisfactory the employee shall receive the step increase. The City's disapproval of a step increase shall continue until the employee receives a satisfactory rating.
- C. Nothing in this Agreement prohibits the City from granting more than one step increase at a time or granting additional step increase at times other than those specified above.
- D. Nothing in this Agreement will preclude the City Attorney from appointing Assistant City Attorneys at a higher step in the salary range at time of initial hire

in consideration of the candidate's qualifications, availability of applicants and the resulting salary relationship with other similar positions.

ARTICLE 9 – INSURANCE BENEFITS

9.01 HEALTH INSURANCE

Health insurance includes benefit programs providing medical, dental, and vision coverage for employees and their eligible family members.

- A. **ELIGIBILITY.** All career employees are eligible to enroll and participate in the City's health insurance program.
- B. **ENROLLMENT.** Enrollment in the City's health insurance program is limited to the following periods.
 - 1. Within 30 days of initial employment with the City.
 - 2. During the open enrollment period each year, effective January 1 of each year.
 - 3. As changes occur in dependent status due to marriage, childbirth, divorce, etc., but only to add or delete dependents to the program as the result of an eligible dependent status change.
- C. **PREMIUMS.** The City and full-time career and part-time career employees shall share the premium cost of health care benefits. Premium for health care benefits is paid in advance. For example, the employee premium share deducted from December paychecks pays for January coverage.
 - 1. For full-time career employees, the City contribution to health insurance premium shall be limited to ninety-five percent (95%) of the premium for the plan and coverage level selected by the employee.
 - 2. For part-time career employees, the City contribution shall be limited to a proration of the contribution made for full-time career employees based on the budgeted FTE of the part-time career position. For example, if a part-time career position is budgeted at 0.5 FTE, then the City's contribution shall be limited to half of 95% of premium. The part-time career employee shall pay the remaining balance of health insurance premium through pre-tax payroll deduction.
- D. **MEDICAL BENEFIT.** Full-time career and part-time career employees have a choice of medical plan options, such as a Preferred Provider Organization (PPO) plan for medical, vision, and/or dental coverage, prescription drugs, or other fully insured plans as offered by the City.

1. Kaiser Permanente Plan. During the life of this Agreement, the City will continue to offer the Kaiser Permanente plan. It is understood the monthly premiums and the type and level of benefits available in the Kaiser Permanente plan may be changed from time to time at the sole discretion of the insurance company, and the City shall have no duty or obligation to negotiate over such changes with the Association. The City contribution to the Kaiser Permanente plan premiums shall be the same percentage outlined in Article 9 (C) however, if the total monthly premium set by Kaiser Permanente exceeds the City's contribution to the PPO plan, the difference will be paid by the employee through pre-tax payroll deduction.
2. High-Deductible Health Plan (HDHP) and Health Savings Account (HSA). If, during the term of this Agreement, the City offers a HDHP with a HSA, career employees will have the option of participating in this plan.
3. Opt Out: The City shall contribute \$225 per month to a HRA VEBA or HSA account for each full-time eligible employee who opts out of all City sponsored health benefit plans (medical, vision, and dental). Eligible part-time career employees will receive a pro-ration of the \$225 based on their FTE. To be eligible for this opt-out provision, the employee must meet all of the following conditions:
 - a. The employee and dependents shall be enrolled in another employer's group health plan (e.g. a spouse's employer group plan) that provides minimum essential health coverage as required by the Affordable Care Act, and the employee shall provide documentation of such enrollment upon each annual opt-out election time and upon City's request;
 - b. The employee and dependents shall not use HRA VEBA funds to purchase a health plan in the Marketplace, a state exchange, or through the individual insurance market;
 - c. The employee cannot revoke the opt-out election until the next open enrollment period for the coverage in the following calendar year, unless the employee experiences and provides timely notice and documentation of a qualifying event, including loss of other employer group health insurance coverage, a qualifying status change, or the acquisition of a new dependent; and
 - d. The employee shall sign a waiver each year agreeing to these conditions.

E. PLAN DOCUMENTS. The components of the health care benefit program shall be as specified in the health care Plan Documents and, if applicable, contracts with one or more health insurance carriers. The City's health care Plan Documents and, if applicable, insurance carrier contracts shall be available for inspection in the City's Human Resources Department, or on the internet, by

any member of the bargaining unit or the Association.

9.02 HEALTH BENEFIT DESIGN COMMITTEE

The parties agree that the high cost of health care and possible changes to health insurance as required by the Affordable Care Act, could require the evaluation of the health plan design. The City and the Association also agree that this is best done through mutual cooperation. A Health Benefit Design Committee will be developed to address health, vision and dental benefits.

The City and the Association agree that it is in the immediate interest of the City and all of its employees to explore alternative health care plan designs to limit inflation to employer and employee health care costs on an annual basis. With the intent of addressing our mutual concerns of affordable, quality health insurance, the Association agrees to participate in the Health Benefit Design Committee and contribute to limiting increases to health care costs, adding health care options, and ensuring quality health insurance is available to every City employee.

The purpose and function of the Health Benefit Design Committee will be as follows:

1. Provide plan design recommendations for health, dental, and vision plans within the City contribution level.
2. Provide plan design recommendations that incentivize the employee to be cost effective health, dental, and vision benefit consumers.
3. Develop communications to employees and their families to encourage them to be effective consumers.
4. The committee will provide recommendations to the Benefits Manager by August 1 of the calendar year proceeding the benefit plan year. Implementation of recommendations will be at the discretion of the City Manager.
5. Meetings shall be held at least quarterly. Members of the committee shall be allowed paid release time. No overtime shall be paid for attendance at these meetings.

9.03 LONG TERM DISABILITY INSURANCE

The City provides long term disability insurance for career employees. The premiums for long term disability insurance are paid in full by the City.

9.04 LIFE INSURANCE

The City provides term life insurance in the amount of one time (1x) your annual salary as of January 1st of each year as well as Accidental Death & Dismemberment (AD&D) insurance to career employees. The premiums for these policies are paid in full by the City.

In the event the City provides new or additional life insurance benefits to non-represented employees, the same life insurance benefits will be provided to the Association members.

ARTICLE 10 – RETIREMENT

The City of Salem participates in the Oregon Public Employees Retirement System (PERS) and Oregon Public Service Retirement Plan (OPSRP). The City shall contribute the employees 6% of salary to the employee's individual Account Program (IAP). The employee's contribution to PERS (6%) will be picked up by the city as a pre-tax contribution.

It is understood that plan eligibility and benefits under the plan are at the discretion of PERS and the Oregon State Legislature. This does not constitute a waiver of any employees rights under either the Oregon or the United States constitutions.

ARTICLE 11 – DEFERRED COMPENSATION

The City agrees to make a deferred compensation program available to employees who wish to contribute through payroll deductions.

Subject to applicable federal regulations, the City agrees to provide a deferred compensation plan.

Effective January 1, 2024, each new employee will be automatically enrolled in the City's deferred compensation program, and employees will contribute one percent (1%) of pre-tax base hourly wage per pay period unless the employee chooses to opt out.

ARTICLE 12 – HOLIDAYS

1. Paid holidays included in this Agreement are: New Year's Day (January 1)
2. Martin Luther King, Jr. Holiday (Third Monday in January)
3. President's Day (Third Monday in February)
4. Memorial Day (Last Monday in May)
5. Juneteenth (June 19th)
6. Independence Day (July 4)
7. Labor Day (First Monday in September)
8. Veterans' Day (November 11)
9. Thanksgiving Day (Fourth Thursday in November)
10. Friday after Thanksgiving (Fourth Friday in November)

11. Christmas Day (December 25)
12. Floating Holidays - Eligible employees will accrue two (2) eight-hour floating holidays in January of each year.
13. Any other day designated by the City Council of the City of Salem

- B. An employee shall receive eight (8) hours pay for each of the eligible holidays on which they perform no work. An employee who is on authorized paid leave such as vacation, illness, or injury, shall receive eight (8) hours holiday accrual time for each holiday that falls during such authorized paid leave.
- C. In the event an employee is approved to work on a holiday by the City Attorney, the time worked will be compensated at the employee's regular rate of pay. The holiday time will be accrued in the employee's holiday bank to be taken at a later date or to be paid off. Additional holiday compensation is not paid for time worked on floating holidays.
- D. Employees shall be allowed to retain holiday leave banks that exist as of January 1, 2015. Beginning January 1, 2015, holiday leave shall be used or cashed out by the end of the calendar year in which it is earned. Unused holiday time will be paid at the rate of pay the employee is earning at the time of the cash out.

ARTICLE 13 – VACATIONS

- A. Employees shall accrue and accumulate vacation leave at the following rates.

| Years of Service | Hours per Pay period | Hours per Year | Maximum Accumulation |
|------------------------|-------------------------|-------------------|-------------------------|
| 1 through 48 Months | 3.693 | 96 | 192 |
| 49 through 108 Months | 5.193 | 135 | 270 |
| 109 through 168 Months | 5.962 | 155 | 310 |
| 169 through 228 Months | 6.539 | 170 | 340 |
| 229 through 288 Months | 6.924 | 180 | 360 |
| 289 or more Months | 7.308 | 190 | 380 |

- B. Effective upon ratification of contract, current employees will be given a one-time additional 60-hour vacation deposit to their vacation balance above max accrual. Vacation scheduling will be not more than 50% of representative members on leave at one time, which shall include one prosecutor, without supervisor approval. Vacation scheduling will be on a first come first serve basis with seniority being the determining factor in the event of multiple requests at one time.

- C. An employee who terminates during the initial probationary period shall not be entitled to payment of vacation leave. Employees, who have completed their initial probationary period, have been appointed to career status, and later separate employment shall be entitled to payment for accrued vacation leave. In case of death, compensation for accrued vacation leave shall be paid in the same manner as salary due to the decedent is paid.

ARTICLE 14 – SICK LEAVE

- A. Paid sick leave shall accrue for all full-time career status employees at the rate of eight (8) hours for each full calendar month of service or 3.692 hours bi-weekly. Part time career status employees will accrue prorated sick leave based on their positions full time equivalent (FTE). Sick leave shall not accrue during any period of leave of absence without pay.
- B. Employees may utilize their sick leave for illness, injury or disability or medical and dental appointments, of the employee or the employee's immediate family. Absence to attend to an ill family member is limited to the time allowed under the provisions of the Family Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA) or related federal or state law. Employees may be allowed additional leave beyond that allowed by FMLA/OFLA at the discretion of the City Attorney or designee.
- C. Family member is defined as the employee's spouse, same sex domestic partner, parent, child, parent or child of same sex domestic partner, sibling, grandparent, grandchild, equivalent in-laws, other relatives residing in the employee's immediate household, or as provided for under the provisions of FMLA or OFLA.
- D. Employees may utilize sick leave to attend to ill relatives other than immediate family members at the discretion of the City Attorney or designee. The City reserves the right to request documentation of the need to use such leave.
- E. Employees will be entitled to participate in the City's Catastrophic Leave program as defined by City policy.

F. PAID LEAVE OREGON

- 1. Effective January 1, 2023, the City shall cover the employees' portion of the contribution to Paid Leave Oregon in the amount of 60% and the 40% of the employer portion of 1% of each employees' annual salary, which are capped at \$132,900, along with the employer's portion of the contribution.
- 2. If the employer covers the employee portion of the 1% contribution, that payment is taxable and will be properly recorded and taxed on employee statement of earnings and subsequent W2's.

3. Use of the Paid Leave Oregon benefit will begin in September 2023. It is the City's expectation that employee follows the notification rules as outlined by the State, providing 30-day notice for leaves that are known in advance and within a 24-hour period for those that are emergent.
4. The City will run Paid Leave Oregon leave concurrent with other protected leaves as allowed by law.
5. Employees will be allowed to use their accrued City leave to supplement their Paid Leave Oregon benefit. However, due to the fact that each individual may have a different benefit amount, the employee choosing to supplement their accrued City leave will be required to provide the City with a copy of their Oregon Paid Leave gross benefit amount and City will calculate the needed accrual use based upon the base rate gross wage of the employee. This supplemental payment may be one pay period behind.
6. Should the contribution obligations provided for in ORS 657B.150 be revised, including the percentage of wages or increase to the maximum wages subject to contribution, the City will continue to cover the employee's portion at 60% of 1% of wages as described in #1 above.

ARTICLE 15 – LEAVES OF ABSENCE

- A. Leaves of absence without pay for a period not to exceed thirty (30) days may be granted by the City Attorney or designee.
- B. Bereavement Leave:

The City will provide up to five (5) days paid leave for the death of an immediate family member per qualifying occurrence. This paid leave shall not be charged against the employee's accrued leaves. Employees who qualify for additional bereavement leave under state and/or federal law will be allowed to use their accrued leave to cover time missed from work that exceeds the City-paid bereavement leave. All bereavement leave time will run concurrently with state and/or federal protected leave laws unless otherwise provided for by law.

Immediate family is defined as spouse, parent, domestic partner, parent-in-law, sibling, child, ward, stepparent, stepchildren, grandparents, or grandchildren, same sex partner, aunt or uncle, or sibling in law as provided for under the provisions of FMLA or OFLA. Immediate family also includes other relatives residing in the employee's immediate household. Up to eight (8) hours of the five (5) days of bereavement leave may be used for a relative not included in the definition of "immediate family" subject to the approval of the City Attorney or designee.

If travel is required, additional leave may be allowed upon application to the City Attorney or designee. Normally, additional leave will be granted for up to sixteen (16) working hours by the City Attorney or designee for the purpose of out of state travel. The sixteen (16) additional hours will be supplemented from

the employee's other approved leave time, including sick leave, provided that such additional leave shall be charged against accumulated sick leave.

In the event that an employee dies, employees may be granted up to three (3) hours of City-paid leave for the purpose of serving as a pall bearer or to otherwise attend the funeral or memorial service. This paid leave shall not be charged against leave accumulation.

- C. When an employee is called for jury duty, the employee will be granted absence from work and continued at full salary and benefits for the period of the required service. All money received for the court attendance as a juror must be signed over to the City.
- D. Employees shall not be eligible for City-paid leave, if they are subpoenaed for a non-work-related dispute in which the employee is the plaintiff, the defendant or a witness, or if the dispute involves the City and the employee and is not covered by Article 6 (B).
- E. Military, alternative service and Peace Corps leave shall be granted in accordance with state and federal law.
- F. An employee in the career service shall be granted a leave of absence with pay for attendance at an interview or other examination for employment with a department of the City.
- G. Employees shall be granted protected leave as provided for under applicable state and/or federal law.

ARTICLE 16 – ADMINISTRATIVE TIME

Employees holding a license to practice law and engaging in that practice are exempt under the Fair Labor Standards Act (FLSA).

The City recognizes that members of the Association may work more than a standard forty (40) hour week. The City shall grant each employee up to six (6) days or forty-eight hours (48 hours) of administrative time off with pay each year.

Employees will receive two (2) hours of administrative leave the first and second paycheck of each month.

Administrative leave balance cannot exceed forty-eight (48) hours. Administrative leave shall be available for use after it is accrued. Unused leave will not be paid out at the termination of employment.

A. ON-CALL ADMINISTRATIVE LEAVE

Each attorney assigned to participate in the on-call program shall receive an additional 8 hours of administrative leave accrual on a monthly basis.

The parties understand and agree that attorneys for the City are exempt

employees and are expected to have job-related obligations outside of normal work hours, and that these additional accruals are in recognition of the extraordinary DUII Warrant Program on-call responsibilities.

ARTICLE 17 – HOURS OF WORK

- A. Attorneys are exempt from FLSA overtime provisions and are expected to work a professional workweek on a salaried basis. The workweek shall consist of seven days commencing at 12:01 a.m. on each Sunday. The normal work week shall consist of forty (40) hours of work Monday through Friday. The normal workday shall be eight (8) hours, from 8 a.m. to 5 p.m.
- B. It is recognized by the parties that employees in this bargaining unit work irregular hours in the performance of their duties.
- C. **ALTERNATIVE WORK SCHEDULES**
Employees who want to work an alternative work schedule may submit a written request to the City Attorney. The alternative work schedule may not begin before 7:00 a.m. or end after 7:00 p.m. One employee's work schedule may not be so extraordinary as to burden another employee's work schedule. Approval of an alternative work schedule shall be at the sole discretion of the City Attorney. If approved, the alternative work schedule shall remain in place until rescinded in writing by the City Attorney or designee, or upon the employee providing written notice to the City Attorney or designee.
- D. **FLEXING WORK TIME**
Employees may be allowed to modify their normal work hours within a pay period on an intermittent or temporary basis provided that such modification does not create additional liability for the City and is compatible with the operating needs of the City. Employees are required to notify the City Attorney, or if the City Attorney is not available, the Deputy City Attorney, prior to modifying their schedule. By way of example only, situations that may require adjusting/flexing of schedules include but not limited to evening meetings, planned medical/dental appointments, personal errands, and court. The parties to this Agreement recognize that as Attorneys, the members of the Bargaining Unit work a professional schedule. As a result, the expectation is that both the City and the members of the Bargaining Unit will administer this provision in good faith.
- E. Telecommunicating is permitted as outlined in APP 4.8 Remote Work Policy.

ARTICLE 18 – HUMAN RESOURCES RULES AND AGREEMENT

The City agrees to make this Agreement available to each employee in the bargaining unit, through electronic means, within thirty (30) days of its execution. The City agrees to furnish, through electronic means, a copy of this Agreement, and any amendments thereto, and the City Human Resources Rules to each new

employee. The City shall furnish the Association President with a copy of the City's Human Resources Rules along with any amendments applicable to the Association. In the event of any conflict between the Human Resources Rules and the provisions of this Agreement, this Agreement shall prevail.

ARTICLE 19 – MCLE AND BAR DUES

- A. Maintaining active membership, in good standing, with the Oregon State Bar is a minimum qualification for employees in this bargaining unit. Employees are responsible for maintaining their membership in the Oregon State Bar. The City encourages the professional development by assisting employees with the cost of Continuing Legal Education (CLE) subject to the availability of budgeted funds. The budget may be modified by the City as necessary, based on the needs of the department and the City. The City shall make available to each member of the bargaining unit at least forty-five (45) hours of CLE credits every three years.
- B. The City Attorney or designee may establish procedures by which requests for CLE attendance and payment of related expenses by the City are authorized. Guidelines for attendance at CLEs paid for by the City shall be as follows:
 - 1. Content of CLE must be relevant to the practice areas of the Legal Department, or necessary for the member to obtain minimum CLE requirements as required by the Oregon State Bar or to goals outlined in the attorney's annual evaluation.
 - 2. Out of state travel requires prior written approval by the City Manager or designee. Payment for out of state CLEs may not be approved if reasonably equivalent opportunities exist within Oregon.
 - 3. Members should utilize free or low-cost CLE opportunities when available.
- C. The City shall pay the annual dues assessment by the Oregon State Bar for each member of the bargaining unit. In addition, the City shall pay the annual dues assessment for up to two (2) sections of the Oregon State Bar and the dues assessment of the Marion County Bar Association. In addition, the City shall provide each employee who routinely attends Marion County Circuit Court, at no cost to the employee, with a Marion County Courthouse Key Card.

ARTICLE 20 – MILEAGE AND PER DIEM ALLOWANCE

- A. Whenever an employee is authorized to utilize their own vehicle in the performance of City duties, they shall be compensated at the rate established by the Internal Revenue Service.
- B. When an employee's duties require them to travel outside the City, the City agrees to reimburse the employee for the cost of lodging and meals in accordance with City travel policy.

ARTICLE 21 – PERSONNEL RECORDS

- A. The City shall maintain a personnel record of each employee in City service. This record shall be the official record of the City and shall contain copies of all official reports, memos, letters, personnel actions, etc., relating to the employee's performance and employment status.
- B. Employees may review their personnel records in the Human Resources Department during regular office hours.
- C. No information reflecting critically upon an employee shall be placed in any of the employee's personnel records that does not bear either the signature or initials of the employee indicating that the employee has been provided a copy of the material. If the employee is unavailable or refuses to sign or initial the document, a notation to that effect shall be placed in the employee's personnel record. A copy of the material shall be furnished to the employee when it is placed in the personnel record.
- D. If an employee believes that there is material in the personnel record which is incorrect or derogatory, the employee shall be entitled to prepare in writing an explanation or opinion regarding the particular material, and this shall be included as part of the personnel record. If the employee believes that such specific information should be removed entirely from the records, the employee may petition for such consideration to the City.
- E. Disciplinary documents of any nature whatsoever shall be considered stale after three years after the incident which caused the reprimand to be issued unless the employee receives subsequent discipline of a similar nature during that time period. Disciplinary documents shall be removed from the personnel record after four years from the incident in question unless the employee receives subsequent similar discipline within three years of the incident in question.

ARTICLE 22 – PROBATION

- A. The probationary period for newly hired members of this bargaining unit shall be twelve (12) months satisfactory service. The probationary period provided for herein may be extended by mutual agreement between the City and the Association for the purpose of enabling an employee to meet career status standards. The City Attorney may in their discretion terminate probation early and move the member to career status prior to the expiration of the twelve-month probationary period.
- B. During the probationary period an employee shall be entitled to all of the protections of this Agreement except that a probationary employee may be disciplined or discharged at the pleasure of the City.

ARTICLE 23 – LAYOFF

- A. For the purposes of this Article, “seniority” means the length of continuous service within the combined classifications of Assistant City Attorney I, Assistant City Attorney II and Deputy City Attorney. Such continuous service shall be computed from the date of appointment to a covered classification.
- B. As used herein, “continuous service” includes all authorized paid leaves of absence of any duration and unpaid leaves of absence for leaves of absence of thirty (30) or fewer consecutive calendar days. In the event of layoff and recall, the employee’s continuous service date shall be adjusted to reflect a total length of continuous service which does not include time spent on layoff status. Termination of employment (other than layoff) shall void the employee’s continuous service date and if the employee is subsequently rehired, the most recent date of hire shall be the continuous service date for the purposes of this Article.
- C. In the event of a reduction in the work force within the Association, layoffs within each classification shall be made based first upon the following performance factors:
 - 1. job knowledge and skills to do the required work;
 - 2. attendance, safety and disciplinary records;
 - 3. licenses, registrations and/or certifications;
 - 4. efficiency of City operations;
 - 5. the division, location and job.

Evaluation of these facts is at the City’s discretion. When all the factors are equal, the City will lay off or reduce the hours of the employee with the least seniority.

- D. For the period of two (2) years following the date of layoff, a laid off career status (as defined in the Human Resource Rules, Section 7), employee shall be classified as on layoff status, and the employee's name maintained on the layoff eligible list by the City. The order of names on the layoff eligible list shall be in inverse order of the layoff.
- E. Recall of employees to active employment shall be made in order of their names on the layoff list, provided that an employee who does not report for work within twenty-one (21) days of notice of recall shall be deemed to have forfeited their recall rights. No person shall be hired to fill any position within the bargaining unit until the layoff eligible list is exhausted.

ARTICLE 24 – DISCIPLINE, APPEALS AND REPRESENTATION RIGHTS

- A. Members of this bargaining unit may only be disciplined for cause. The forms of discipline are oral reprimand, written reprimand, suspension without pay, or discharge. Discipline shall normally be progressive, but serious violations may be dealt with by any of the disciplinary measures contained herein on the first proven offense.
- B. If the City disciplines an employee, every reasonable effort will be made to discipline in a manner which will not embarrass the employee before the other employees or the public.
- C. Imposition of discipline of an employee is appealed through this Agreement's grievance procedure.
- D. An employee has the right to have a representative of the Association present at an interview or meeting with the City when the employee has a reasonable belief that the interview or meeting may result in disciplinary action. This right does not include interviews, meetings or conversations involving work instructions, training, constructive correction of work techniques or methods and work planning.
- E. The right to representation arises when the employee requests a representative, the City is not obligated to inform an employee of the right, but shall honor the employee's request for representation if they make such a request. However, the City will inform employees of this right when the City communicates, in writing, with an employee regarding alleged acts of misconduct for which formal disciplinary actions are being considered.
- F. Should the City wish to interview an employee regarding an investigation which may result in discipline, the City shall do the following:
 - 1. At least seventy-two (72) hours prior to the time of the interview of the employee who is the subject of the investigation, the employee will be provided written information about the nature of the investigation, which will include the allegations known at the time, (which must include the policies, procedures, rules or laws applicable to the allegations); a copy of any written

- complaint; the name of the person conducting the investigation; the date, time and location of the alleged violation; and other relevant facts known to the investigator at the time of the notice. Nothing would preclude the City from raising new allegations discovered after that notice is issued.
2. The employee may choose to waive the seventy-two (72) hour notice period or the presence of an Association representative but shall not be coerced or requested by the City to do so.
 3. Either the Association or the City may with prior notice record the interview. Upon request, a copy of the recording and a copy of the transcript if one is available will be provided to the party at no cost.
 4. The employee and the employee's representative shall be permitted to attend the interview without loss of compensation to the extent the interview is held during normal working hours.
 5. The employee shall not be subject to intimidation, abuse or coercion during questioning and shall be entitled to reasonable intermissions for personal needs.

ARTICLE 25 – GRIEVANCE PROCEDURE

- A. A grievance for the purpose of this Agreement is defined as a dispute regarding the meaning or interpretation of the Agreement or regarding an alleged violation of this Agreement. A grievant is a member of the bargaining unit, or the Association. The City and the Association encourage employees to attempt to resolve disputes informally before filing a formal grievance.

B. Step 1

The grievant shall submit the written grievance to the City Attorney or designee with a copy presented to the Association and the City's Human Resources Director within fifteen (15) regular business days from the day of the event giving rise to the grievance or the grievant's knowledge of the event, whichever occurs later, but in no case later than two (2) years from the date of the event.

The grievance shall state the facts upon which the grievance is based, the Article(s) of this Agreement alleged to have been violated, the remedy requested, and the signature of the employees submitting the grievance or the name and position of the grievant if other than an employee.

The City Attorney or designee and the grievant will attempt to resolve the grievance within a reasonable time but no longer than fifteen days (15) from the date the grievance was received. The City Attorney or designee shall respond in writing within fifteen days (15) regular business days of the date the grievance was received.

C. Step 2

If the grievance remains unadjusted, or after the fifteen (15) daytime limit for

response by the City Attorney or designee has elapsed, the employee may, within fifteen (15) business days, submit the grievance to the Human Resources Director. The Human Resources Director may meet with the grievant and a representative of the Association. The Human Resources Director shall respond in writing within fifteen (15) business days from the date the Human Resources Director receives the grievance.

D. Step 3

If the grievance remains unresolved after the fifteen (15) day period for response by the Human Resources Director, the employee may, within five (5) business days, submit the grievance to the City Manager. The City Manager or designee will respond to the employee within a reasonable time, but no longer than fifteen (15) regular City business days from the date the grievance was received by the City Manager. The response of the City Manager will be final. If the nature of the grievance is such that its resolution involves fiscal or legal action by the City Council, the City Manager may refer the matter to the City Council.

E. If the grievance remains unadjusted, or after the fifteen (15) daytime limit for response by the City Manager or designee has elapsed, the Association may within fifteen (15) days of the grievance submission to the City Manager notify the City in writing of the Association's intent to arbitrate the grievance. The Association shall request a list of seven (7) Oregon or Washington arbitrators from the Employment Relations Board. The first strike shall be determined by lot and the parties shall alternately strike names until there is one remaining who shall be the arbitrator selected to resolve the grievance. The costs of the arbitrator shall be borne by the losing party. Each party shall be responsible for the costs of presenting its own case to the arbitrator.

F. Any and all-time limits set forth herein may be waived by mutual written consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure of the City to respond within the time limits shall permit the grievance to proceed to the next step.

G. The grievant and Association representative(s) shall be permitted to attend conferences and any hearing without loss of pay. Employees who may be called as witnesses to the arbitration hearing shall also be permitted to testify at the hearing without loss of pay.

ARTICLE 26 – MAINTENANCE OF STANDARDS

City proposed changes in mandatory conditions of employment not covered by the terms and provisions of this Agreement shall be subject to negotiations between the City and the Association in accordance with ORS 243.698.

ARTICLE 27 – NO STRIKES OR SANCTIONS

The Association and the bargaining unit members individually and collectively agree that during the term of this Agreement there shall be no strike or illegal work stoppage.

In the event of an unauthorized strike, slow-up or stoppage, the City agrees that there will be no liability on the part of the Association provided the Association promptly and publicly disavows such unauthorized strike, orders the employees to return to work and attempts to bring about a prompt resumption of normal operations; and provided further that the Association notifies the City, in writing, within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.

In the event that such action by the Association has not affected resumption of normal work practices, the City shall have the right to discipline, by way of discharge or otherwise, any employee who participates in such strike, slow-up or stoppage.

ARTICLE 28 – AMENDMENTS

This Agreement may only be amended, altered or changed by a subsequent written agreement between the City and the Association.

ARTICLE 29 – SAVINGS CLAUSE

If any article or section of this Agreement should be found invalid, unlawful or unenforceable by reason of existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effective for the duration of this Agreement. In the event of invalidation of any article or section, the City and the Association agree to meet for the purpose of renegotiating said article or section and achieving a satisfactory replacement.

ARTICLE 30 – LABOR/MANAGEMENT CONFERENCES

Special conferences may be agreed to between the Association and the City's Human Resources Director or their designee upon request of either party. Such meetings shall be arranged in advance, and an agenda of matters to be discussed at the meeting shall be presented at the time the agreement to confer is made. Association representatives shall be permitted to attend such meetings without loss of time or pay to the extent such meetings are scheduled during work hours of the members so attending.

ARTICLE 31 – DRUG AND ALCOHOL TESTING

31.01 PURPOSE

The City considers its employees to be its most valuable asset and is concerned about their safety, health and well-being. Substance abuse can impair employee performance and general physical and mental health and may jeopardize the

safety of co-workers and the general public. The City is committed to maintaining a safe and healthy work place for all employees by identifying substance abuse and assisting employees in overcoming these problems through appropriate treatment and, if necessary, disciplinary action.

In an effort to assure the safety, health, and well-being of all employees the City is committed to drug testing in accordance with this Agreement, at the City's sole expense.

31.02 DEFINITIONS

- A. "Controlled substance" shall mean the definition provided under ORS 475.005(6) (2013) or the federal Controlled Substances Act (21 U.S.C. s 812) *et. seq.*, excluding any substance lawfully prescribed for the employee's use as directed by a healthcare provider. Marijuana is defined as a controlled substance for the purpose of this Agreement, regardless of whether or not the marijuana was distributed for medical purposes.
- B. "Impaired" shall mean that a person's mental or physical capabilities are reduced below their normal levels, with or without any reasonable accommodation for a disability.
- C. "Positive Result" shall mean:
 - 1. any breath alcohol test whose result shows a breath alcohol content that exceeds .02%.
 - 2. any drug test whose result indicates that the employee has more than the levels prescribed by the EMIT testing protocols present in the body.
- D. "Reasonable Suspicion" shall mean objective facts and rational inferences drawn therefrom that would cause a reasonable person to believe that an employee is impaired by alcohol or a controlled substance. Circumstances which constitute a basis for determining "reasonable suspicion," include, but are not limited to:
 - 1. A pattern of abnormal or erratic behavior documented by more than one person who has undergone and completed the City's reasonable suspicion training within the twenty-four (24) months immediately prior to observing the documented behavior giving rise to reasonable suspicion and who has shown proficiency in the identification of the presence of the mental or physical symptoms of controlled substance or alcohol use at the time of training;
 - 2. Direct observation of controlled substance or alcohol use;
 - 3. The presence of the mental or physical symptoms of controlled substance or alcohol use (e.g., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes) documented in writing by

more than one person who has undergone and completed the City's reasonable suspicion testing training within the twenty-four (24) months immediately prior to observing the symptoms giving rise to reasonable suspicion and who has shown proficiency in the identification of the presence of the mental or physical symptoms of controlled substance or alcohol use at the time of training;

4. A work-related accident in conjunction with other facts which together support reasonable suspicion.

E. "Refusing to Test" shall mean any one or more of the following:

1. Failure to provide a urine specimen within three hours of the notice of the requirement to be tested under the City's policy, without a genuine inability to provide a specimen as determined by a medical evaluation;
2. Substituting, manipulating, tampering with, or adulterating a specimen;
3. Failing to cooperate with the collection process in a manner that allows a sample to be collected;
4. Failing to remain at the testing location until the testing process is complete.

F. "Testing Authority" shall mean the City's contractor for purposes of administering the drug testing procedures outlined in this Article 31.

31.03 PROHIBITED CONDUCT

The following conduct is prohibited:

- A. Buying, selling, providing, or possessing a controlled substance, including marijuana, while on City property, in City vehicles or equipment, or during work hours, including any paid rest periods. This provision does not apply to a controlled substance based upon a prescription issued by a medical provider for the employee's use and which has not been obtained for the purpose of abuse.
- B. Being at work impaired by alcoholic intoxicants, or consuming alcoholic intoxicants in City vehicles or equipment at any time, or on City property during work hours, including paid rest and meal periods.
- C. Being at work with a breath alcohol content that exceeds .02%.
- D. Being impaired by any controlled substance while on City property or in City vehicles or during work hours, including paid rest and meal periods. This provision does not apply to a controlled substance based upon a prescription issued by a medical provider for the employee's use and which has not been obtained for the purpose of abuse.

- E. Employees possessing a legal medical prescription for the use of marijuana may not use the prescription while operating a City vehicle or City equipment or while at work or on City property.
- F. Refusing to test when selected to provide a urine sample under this Article 31.

31.04 TESTING OF EMPLOYEES

The City may test employees under the following circumstances:

- A. Reasonable Suspicion Testing - Where the City has reasonable suspicion to believe that an employee is under the influence of any alcoholic intoxicants or controlled substances. The City may require that the employee immediately consent to submit to an unobserved urine test. The City shall pay for the costs of the test. Before an employee is required to consent to submit to any test(s), the employee's supervisor must first obtain concurrence from the Human Resources Director, the Risk Manager, or their designee.
- B. An employee notified by the Human Resources Department that the employee has been selected for testing based upon reasonable suspicion shall be told when and where the testing will be conducted, along with any other information as required by this Article 31. The employee shall report to the testing location as directed.

31.05 TESTING PROCESS

Any testing shall be conducted in such a way as to ensure maximum accuracy and reliability. Any alcohol or controlled substance testing shall be conducted in an environment that affords personal privacy to the maximum extent practicable.

31.06 CONSEQUENCES OF TEST RESULTS

- A. Test results which do not positively establish that the employee has engaged in Prohibited Conduct as defined in this Article 31 shall result in no further action against the employee. All documents related to the test shall be destroyed.
- B. A positive test result will be considered a violation of this Article 31. The employee will be notified by the City's contractor or Risk Management of such a positive test result as soon as possible.
- C. If this is the employee's first positive test result, the employee shall submit to an evaluation by a substance abuse professional as soon as possible. The evaluation shall be paid for solely by the City. The evaluation will attempt to determine the extent of the employee's substance abuse and/or dependence, and if necessary, will be used to recommend an appropriate treatment program.

If a treatment program is recommended by the substance abuse professional,

the employee shall be required to enroll in the program as a condition of employment. Failure by the employee to enroll in the recommended program, or the employee's failure to successfully complete the program, shall result in consideration for termination from employment. However, enrollment in the program will not preclude the City from taking other appropriate disciplinary action, up to and including termination.

- D. If this is the employee's second incidence of prohibited conduct as defined in this Article 31 within one year, the employee shall be considered for termination. The level of discipline imposed for instances of such Prohibited Conduct shall be determined on a case-by-case basis.

31.07 SEARCHES OF PROPERTY

- A. The City may conduct searches of City property, or search any area directly connected to the City's operation, for any reason reasonably related to City business.
- B. The City may search an area where an employee has an expectation of privacy (i.e., desk or locker) when the City has reasonable suspicion to believe that alcohol or controlled substances are located in the area to be searched.
- C. Searches which do not reveal the presence of alcohol or a controlled substance, but excluding any substance lawfully prescribed for the employee's use, shall result in no further action against the employee. The employee shall be informed of the search results and the matter shall be deemed closed.
- D. An employee shall be considered to have committed Prohibited Conduct when a search reveals the presence of alcohol or a controlled substance, excluding any substance lawfully prescribed for the employee's use, in an area under the control of the employee. The City shall use appropriate chain of custody procedures.

31.08 EMPLOYEE ASSISTANCE PROGRAM

The City maintains an Employee Assistance Program (EAP). The general purpose of the EAP will be to reduce problems in the workplace and retain valued employees. The EAP will offer limited professional assistance to employees in dealing with problems of a personal nature, including alcohol and drug abuse, that may have an adverse effect on job performance.

ARTICLE 32 – DEFENSE OF ATTORNEYS

City shall reimburse employees for the reasonable cost of legal representation in the event a complaint is made to the Oregon State Bar (complaint) against an employee (involved employee), subject to the terms set forth in this Article.

1. Upon notification from the Oregon State Bar (Bar) that a complaint has been

made against an employee, the involved employee shall immediately notify the City Attorney of the complaint and provide the City Attorney with a copy of any written materials received from the Bar.

2. The involved employee shall provide to the City Attorney a written description of the circumstances that lead to the complaint and consult with the City Attorney to determine a response to the complaint. The involved employee has sole discretion to determine the content of a response to the complaint, or whether any response is warranted. The involved employee may discuss the complaint with the City Attorney or other attorneys in the office, however, neither the City Attorney or other attorneys in the office may provide the involved employee legal advice, and the parties acknowledge that no attorney-client relationship between the involved employee and the City Attorney, or other attorneys in the office, may be formed through those discussions.
3. Employees may at any time engage the services of an attorney ("retained attorney") to advise and represent the employee any time. Upon a request by an involved employee to the City Attorney that the City pay the costs of retained attorney, the City shall pay or reimburse the cost of legal representation if;
 - a. The involved employee's conduct that lead to the complaint was:
 - i. Within the course and scope of the involved employee's employment, and
 - ii. Made in good faith and without malice [An involved employee does not act in good faith and without malice if the involved employee knew or should have known that the conduct constituted a violation of law, or the Oregon Rules of Professional Conduct (ORPC)],
 - iii. Not contrary to the express direction of the City Attorney;
 - b. The complaint was not made by the City of Salem, and
 - c. The Department has budgetary authority, either through the annual budgeting process or through the City's contingent expense process, to pay for the expense of employee's retained attorney.
4. The City's obligation to pay for the cost of the retained attorney shall not exceed \$50,000 per complaint, subject to subsection 3(c). Reimbursement of expenses shall be by direct payment to outside counsel upon the City Attorney's review and approval of the retained attorney's invoices. The City may, in its discretion, exceed the amounts set forth in this section.

5. Reimbursement of expenses shall be by direct payment to outside counsel upon the City Attorney's review and approval of the retained attorney's invoices.
6. The involved employee, as a condition of accepting reimbursement from City, shall execute a confidentiality waiver allowing the City Attorney to discuss the defense of the complaint with the retained attorney for the limited purpose of determining compliance with section 3.a, and review of invoices for accuracy.
7. This Article does not affect or control the defense of an employee to a complaint that is covered by the City's self-insurance fund.
8. Notwithstanding any other provision of this Agreement, the City's obligation to reimburse an employee for legal representation under this Article shall cease, and the employee shall return any funds paid, if the employee misstated or failed to disclose material facts concerning the complaint, or if the City obtains additional information abrogating the City's duty to reimburse under subsection 3 of this Article.
9. Should a complaint be made against an employee after the employee has separated from the City, the employee may avail themselves of the protection of this Article if:
 - a. The complaint is made within 18 months of the date of separation; and
 - b. The reason for the attorney's separation is not related to the subject of the complaint; and
 - c. The conduct that gives rise to the complaint meets the criteria described in paragraph 3.

ARTICLE 33 – TERM OF AGREEMENT

The provisions of this Agreement shall become and remain effective as of July 1, 2023, upon date of execution, and shall remain in full force and effect until June 30, 2026. This Agreement shall remain in full force and effect during the period of negotiations for a successor Agreement.

In witness whereof, the City and the Association have executed this Agreement by the signature of their respective authorized representatives.

SALEM CITY ATTORNEY'S COLLECTIVE BARGAINING UNIT

BY:

President

Date

Bargaining Unit Member

Date

CITY OF SALEM

BY:

City Manager

Date

Human Resources Manager

Date

City Attorney

Date

APPENDIX A

30 SCABU

01-Jul-2023 thru 30-Jun-2024

5% Salary Adjustment

2% Market Adjustment

| Class Title | Pay Grade | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|-------------------------------|-----------|---------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Asst City Attorney.I.30..60. | 30.W02 | Hourly | 45.37 | 46.73 | 48.13 | 49.57 | | | | | | | |
| | | Monthly | 7,864.13 | 8,099.87 | 8,342.53 | 8,592.13 | | | | | | | |
| Asst City Attorney.II.30..61. | 30.W01 | Hourly | 51.56 | 53.11 | 54.70 | 56.34 | 58.03 | 59.77 | 61.56 | 63.41 | 65.31 | 67.27 | 69.29 |
| | | Monthly | 8,937.07 | 9,205.73 | 9,481.33 | 9,765.60 | 10,058.53 | 10,360.13 | 10,670.40 | 10,991.07 | 11,320.40 | 11,660.13 | 12,010.27 |

30 SCABU

01-Jul-2024 thru 30-Jun-2025

3% Salary Adjustment

| Class Title | Pay Grade | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|-------------------------------|-----------|---------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Asst City Attorney.I.30..60. | 30.W02 | Hourly | 46.73 | 48.13 | 49.57 | 51.06 | | | | | | | |
| | | Monthly | 8,099.87 | 8,342.53 | 8,592.13 | 8,850.40 | | | | | | | |
| Asst City Attorney.II.30..61. | 30.W01 | Hourly | 53.11 | 54.70 | 56.34 | 58.03 | 59.77 | 61.56 | 63.41 | 65.31 | 67.27 | 69.29 | 71.37 |
| | | Monthly | 9,205.73 | 9,481.33 | 9,765.60 | 10,058.53 | 10,360.13 | 10,670.40 | 10,991.07 | 11,320.40 | 11,660.13 | 12,010.27 | 12,370.80 |

01-Jul-2025 thru 30-Jun-2026

3% Salary Adjustment

| Class Title | Pay Grade | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|-------------------------------|-----------|---------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Asst City Attorney.I.30..60. | 30.W02 | Hourly | 48.13 | 49.57 | 51.06 | 52.59 | | | | | | | |
| | | Monthly | 8,342.53 | 8,592.13 | 8,850.40 | 9,115.60 | | | | | | | |
| Asst City Attorney.II.30..61. | 30.W01 | Hourly | 54.70 | 56.34 | 58.03 | 59.77 | 61.56 | 63.41 | 65.31 | 67.27 | 69.29 | 71.37 | 73.51 |
| | | Monthly | 9,481.33 | 9,765.60 | 10,058.53 | 10,360.13 | 10,670.40 | 10,991.07 | 11,320.40 | 11,660.13 | 12,010.27 | 12,370.80 | 12,741.73 |

APPENDIX B

MEMORANDUM OF UNDERSTANDING (MOU) COMPARABLES FOR NEXT AGREEMENT

This Memorandum of Understanding is entered into by and between the City of Salem, Oregon (City), and the Salem City Attorney's Collective Bargaining Unit (SCABU).

In regards to the next Agreement negotiation period commencing July 1, 2026, the parties agree as follows:

The comparables for the next Agreement will be the City of Beaverton, the City of Eugene, and the City of Gresham. This does not preclude the parties from using other comparables as provided for in the Public Employees Collective Bargaining Act or considering total compensation.

Krishna Namburi

Human Resources Director

7/19/23

Date

Douglas C. Johnson

Association President

7-12-23

Date