

Memorandum of Agreement (MOA)
by and between
City of Salem, Oregon (City) and Salem Police Employees Union (SPEU/Union)

RE: AUTHORIZE 12-HOUR PATROL SHIFT ONE-YEAR TRIAL PERIOD FROM JANUARY 2023 TO JANUARY 2024.

WHEREAS, the City of Salem, Oregon (City) and the Salem Police Employees Union (SPEU) are parties to a collective bargaining agreement (CBA) currently in effect through June 30, 2024; and

WHEREAS; The City desires to enter into agreement via this MOA for the purpose of authorizing a 12-hour shift schedule for patrol during the periods from January shift rotation in 2023 until January shift rotation in 2024; and

WHERE AS; The CBA Article 12 section B. defines a normal workday as follows: “a normal workday consists of either eight (8) hours per day on the basis of a five (5) consecutive-day work week, or ten (10) hours per day on the basis of a four (4) consecutive-day work week.”; and

WHEREAS; The Union desires to cooperate with the City in the interest of public safety

NOW THEREFORE, *For and in consideration of the mutual promises set forth below, the parties AGREE as follows:*

1. This MOA adds an option for the Patrol Division of a twelve (12) hours per day shift based on a two-week schedule consisting of a four (4) consecutive-day workweek, followed by a three (3) consecutive-day work week within a two-week pay period; or conversely, an option of a three (3) consecutive-day work week, followed by a four (4) consecutive-day work week within a two-week pay period. This schedule is hereinafter referred to as the “12-hour schedule”.
2. The 12-hour schedule will total 84 work hours in a two-week pay period, resulting in four (4) hours of projected overtime. If incurred, those four (4) hours will be paid as overtime pay and not as compensation time. This rule will apply only to the four (4) projected overtime hours associated with the 12-hour schedule. Overtime is to be considered as any required work in excess of the employee’s normal shift, or day, as defined in Article 12 B, or more than forty (40) hours per work week **or 80 hours in a two-week period for 12-hour shift employees.** All other overtime hours are compensated in accordance with the current CBA.
3. The hours for the 12-hour schedule will be either 7:00 a.m. to 7:00 p.m. or 7:00 p.m. to 7:00 a.m. Both parties recognize that approximately 5 officers per 12-hour shift may be required for additional overlap coverage (i.e., 6:00 a.m. – 6 p.m.), to be determined based upon departmental need.
4. The days off will be dependent on squad assignment. For example, Dayshift Squad “A” would have Friday, Saturday, Sunday off on week one and Thursday, Friday, Saturday, Sunday off on week two. Dayshift Squad “B” would have Monday, Tuesday, Wednesday, Thursday off on week one and Monday, Tuesday, Wednesday off on week-two. Nightshift would follow the same format.
5. To provide coverage for shift changes, 16 officers, or approximately 20% of patrol officers, as determined by operational need, will work an eight (8) hour per day shift based on a five (5)

consecutive-day workweek. The hours for the 8-hour shifts will be either 5:00 a.m. to 1:00 p.m. or 5:00 p.m. to 1:00 a.m. The days off for the 8-hour shifts will be either Saturday and Sunday or Thursday and Friday. This shift will be referred to as the overlap squads. Days will be dependent on squad assignment. For example, Dayshift overlap "Squad A" would have Saturday and Sunday off for the rotation period, while Dayshift overlap "Squad B" would have Thursday and Friday off for the rotation period.

6. Rotation of days off for both the 12-hour shifts and the 8-hour shifts will occur quarterly.

7. Shift bidding for both the 12-hour shifts and the 8-hour overlap squads will be conducted in accordance with the current CBA.

8. For Officers on 12 hour shifts they shall receive ten (10) hours pay for each of the eligible holidays on which they perform no work. A 12 hour employee who is on authorized paid leave, such as vacation, illness, or injury, shall receive ten (10) hours holiday accrual time for each holiday that falls during such authorized paid leave. An employee must be at work or on an authorized paid leave on the employee's workday before and workday after the holiday to receive the ten (10) hours accrued holiday leave.

9. To help ensure adequate shift coverage, police management agrees to maintain eighty (80) sworn officers assigned to patrol. The eighty (80) sworn officers does not include those still in the first four phases of the Field Training and Evaluation Program (FTEP), nor those on modified/limited duty status, but does include sworn limited duration patrol positions. It is agreed by both parties that unforeseen circumstances could alter this number; however, it is agreed that the number will not be intentionally altered for the purposes of filling non-patrol assignments. Priority will be given to filling vacant patrol positions if/when fewer than eighty (80) sworn officers, as described above, are assigned to patrol. It is recognized and agreed that maintaining this level of functional patrol officers may necessitate a reduction of special assignment opportunities and/or the temporary reassignment to patrol those currently assigned to a special unit(s).

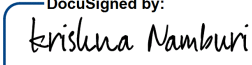
10 The MOA shall remain in effect, for the period listed above, or until a successor agreement is made; whichever comes first.

The parties agree that this agreement shall not be considered precedent setting.

Signed and dated this 22 day of August, 2022.

ON BEHALF OF CITY OF SALEM, OREGON

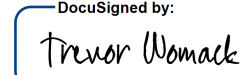
ON BEHALF OF THE SALEM POLICE EMPLOYEES' UNION

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Krishna Namburi, Human Resource Director Scotty Nowning, SPEU President

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Chief Womack, Salem Police Department