

Addendum to the Memorandum of Agreement (MOA)

by and between

City of Salem, Oregon (City) and Salem Police Employees Union (SPEU/Union)

Limited Duration Employees

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

WHEREAS, the Oregon Legislature passed Senate Bill 1049 (2019) which allows experienced officers who have retired under certain circumstances to work full-time for a public employer; and

WHEREAS, the Salem Police Department desires to temporarily fill critical sworn staffing gaps and/or vacancies, and it would be in the public interest to fill this operational need with employees who can immediately start working full-time with no new training required; and

WHEREAS, the Union and the City desire to cooperate in the interest of public safety;

The Parties hereby agree as follows:

1. The Chief may authorize up to ten (10) Limited Duration Salem Police Officers to assist in police staffing. These positions will be referred to as LD Officers. LD Officers will not be used to permanently replace or displace regular SPEU positions and/or FTEs. The purpose of the LD Officer position(s) is to enhance police staffing by allowing experienced officers to fill critical vacancies on a short term basis.
2. Employees hired to perform LD Officer work assignments will not exceed twenty-four months. While the Chief may authorize up to ten (10) such positions to be filled, the number must fall within the funding capability of the Department and is directly correlated to the amount of vacant officer positions at the time of hiring.

LD Officers are subject to the following terms and conditions of employment:

3. To be considered for a LD Officer position, the person, whether eligible for full-time employment under SB 1049 (2019) or otherwise, must meet the position requirements and apply for the position.
4. The hourly wage for any LD Officer position will be consistent with their step at retirement which agrees with pay equity laws. Unless an exception is approved by the Chief of Police, based upon clear operational need, LD Officers shall not continue with previous special team assignments, had any existed. Examples of special team assignments are listed within Article 16, Sections A and B, of the CBA. If a special team assignment is granted, LD Officers will receive Premium Pay or Extra Duty Pay as described in Article 16. All LD Officers are eligible for educational incentives and to test for bilingual pay.
5. LD Officers are subject to all policies and procedures of the City and Department related to performance of their position and compliance with City, Department, and DPSST standards.

6. LD Officer positions are covered by the CBA and may assert “just cause” rights on matters of discipline. LD Officers shall be considered “at-will” as it relates to job performance issues, and consistent with the City’s HR Rules, do not have property rights, grievance rights, layoff or recall rights or an expectation of continued employment past the end of their assignment. This includes but is not limited to being ineligible to be placed on a work performance plan. If a LD Officer is not able to perform to the level of the job expectation the LD Officer may be dismissed or terminated from their assignment at any time by the City without recourse to the CBA grievance procedure. SPEU agrees not to challenge an “at-will” dismissal of a LD Officer through PECBA unfair labor practice process.
7. The CBA discusses use of seniority for layoff (Article 10), vacation scheduling (Article 20), and shift assignment (Article 32E). Per the City’s HR rules, LD Officers would be assigned a continuous service date based on date of hire. LD Officers would not have rights under Article 10 of the CBA, and seniority rights will be treated consistent with Articles 20 and 32E based on their continuous service dates which would be new if the employee was previously employed with the Salem Police Department.
8. LD Officers may fill Special Assignments, as outlined in Directive 2.11, under the following conditions:

At the Chief’s discretion and depending upon staffing levels, a vacant position(s) may be intentionally left vacant and not opened for assignment. If they are open to be filled;

 - a. A fillable vacant or open special assignment position must be offered to current officers first. If no qualified candidates, then apply or successfully complete the testing process for the vacant and open position, it may be offered to a LD Officer.
 - b. The LD Officer retired from the special assignment position but had one (1) year or more remaining in that assignment and the Department determines an operational need for them to continue. When this occurs, the LD Officer may remain in their position for the duration of their original assignment, up to twenty-four (24) months.
9. In addition to the LD officer position, Salem Police Department will create a limited duration part-time K9 trainer classification, to be used during the time period where there are no other qualified K9 trainers on staff. This position will be hired and managed in accordance with the MOA. At the conclusion of this MOA the classification will be removed from the available Salem Police classifications. (see attached class specification)
10. The MOA shall remain in effect from the date fully executed, until December 31, 2024, in accordance with Senate Bill 1049, or until a successor agreement is made; whichever comes first.
11. The Union understands and agrees that the City of Salem has the exclusive management right of selection of staff and to determine the job classification content. The City expressly reserves these rights, and this agreement in no way sets precedence with regards to those rights. The City Recognizes that SPEU is the sole representation for the classifications listed in this MOU and that anyone hired into these classifications would be eligible for participation and representation by SPEU.

Addendum Signed and dated this _____ day of _____, 2023.

ON BEHALF OF CITY OF SALEM, OREGON

DocuSigned by:
Trevor Womack 8/11/2023
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Chief Trevor Womack

DocuSigned by:
Krishna Namburi 8/12/2023
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Deputy City Manager, Krishna Namburi

ON BEHALF OF THE SALEM POLICE EMPLOYEES UNION

DocuSigned by:
Scotty Nowning 8/11/2023
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President Scotty Nowning