

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF SALEM

AND

THE SALEM POLICE EMPLOYEES' UNION

FISCAL YEARS 2025 - 2027

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ARTICLE 1 PURPOSE OF AGREEMENT

It is the intent and purpose of the parties that this Contract shall promote and improve working conditions between the City of Salem, Oregon, hereinafter referred to as the City, and the Salem Police Employees' Union, hereinafter referred to as the Union, and to set forth rates of pay, hours of work, and other terms and conditions of employment to be observed by the parties hereto.

ARTICLE 2 RECOGNITION

- A. The City recognizes the Union as the sole and exclusive bargaining agent under ORS 243.650 et seq., for all career employees (INCLUDING PROBATIONARY EMPLOYEES), in these classifications: Police Officer, Corporal, Police Laboratory Technician, Community Service Officer (CSO), Senior Community Service Officer (Sr. CSO), and Part Time non-career employees in the classifications: Auxiliary Officer. The parties agree that the above constitutes an appropriate bargaining unit. Any seasonal, casual, or temporary employees in the listed classifications are excluded from representation.
- B. The City shall notify the Union whenever the City establishes a new classification in the Police Department. Whenever the City establishes a new classification in the bargaining unit, it shall notify the Union in writing of the new classification specification and the provisional salary range. Within fourteen (14) calendar days of receipt of such City notice, the Union shall notify the City in writing of its agreement or disagreement with the City's provisional salary range for the new classification. If the Union disagrees with the proposed provisional salary range, it and the City shall negotiate that issue under the terms of state law. The City shall have the right to employ persons at its provisional salary range during the term of negotiations and arbitration, subject to full retroactive payment to all affected employees upon the conclusion of negotiation and arbitration.
- C. Corporal Phase Out
 - 1. Corporals will no longer be replaced when a vacancy occurs.
 - 2. There will no longer be any AIC/WOC roles for Officers as Corporals in the absence of a Corporal.
 - 3. Existing Corporals will not be demoted due to the phase out and will continue to receive their pay in accordance with Appendix B.
 - 4. Corporals for the purposes of shift bidding and special assignment opportunities will be treated as officers.
 - 5. Corporals will maintain their authority and duties as outlined in the classification while on shift.
 - 6. For AIC Assignments see Article 36 Working Out of Class section B.

ARTICLE 3 EXISTING CONDITIONS

- A. No employee shall be unfavorably affected by the signing of this contract as to wages, hours, or other conditions of employment that the employee now enjoys.
- B. In the event the City desires to change, amend or alter a practice covered by section A, above, the City will provide notice to the Union. The notice shall specify the change and shall state that the City intends to implement the change on a date more than fourteen (14) days after the date of the notice. If the Union does not respond to the notice within fourteen (14) days of receipt, the Union shall be deemed to have waived its right to bargain and the City may implement the change. In the event the Union objects to the City's proposal, or otherwise wishes to bargain over that proposal, the matter will be subject to negotiations between the parties. If the parties are unable to subsequently agree upon the matter, interest arbitration will be instituted pursuant to the arbitration procedure set forth in ORS 243.698 et seq.

ARTICLE 4 SERVICE FEES

- A. The City agrees to deduct the monthly Union membership dues from the pay of those employees who individually request dues deduction in writing.
- B. Such a deduction shall constitute the employee's dues if the employee is a member of the Union. Such 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. While the parties recognize that no authorization forms for deduction of membership dues are necessary under this contract, the Union shall obtain and retain membership dues deduction authorizations.
- C. The City shall correct errors in deductions provided in this Article within a reasonable time, not to exceed thirty (30) days from the City's discovery or written notice of the error.

The Union agrees to indemnify, defend, and hold the City harmless against any claims made or suits begun against the City as a result of this Article.

- D. The Union may grieve any failure by the City to meet its obligations under this Article. No grievances shall be permitted over any dispute between an employee, the City, or the Union concerning any of the provisions of Section A & B. Such disputes are solely between the Union and the objecting employee and no recourse through this Contract shall be available to either the Union or the objecting employee.

- E. The City agrees that there shall be no charge to the Union for withholding dues or fair share fees.

ARTICLE 5 MANAGEMENT RIGHTS

- A. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not expressly abridged, delegated or modified by this Contract 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 Contract and applicable state and federal laws. These rights include, but are not limited to, the following:
1. To determine the mission of its constituent departments, the Police Department, commissions and boards;
 2. To set standards of service;
 3. To direct its employees;
 4. To discipline or discharge for just cause;
 5. To relieve its employees from duty;
 6. To maintain the efficiency of governmental operations;
 7. To determine the methods, means and personnel by which government operations are to be conducted;
 8. To determine the content of job classification;
 9. To take all necessary action to carry out its mission in emergencies; and
 10. To exercise complete control and discretion over its organization and the technology of performing its work.
- B. 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.

ARTICLE 6 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. Employees shall have the right to refuse to join or participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by an employee organization because of their exercise of these rights.
- B. The provisions of this Contract 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, veteran status, genetic information, 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 for the grievance procedure in lieu of pursuing state or federal claims of discrimination.

ARTICLE 7 CONTRACT NEGOTIATIONS

- A. During contract negotiations, the City shall be limited in its obligation to let bargaining unit members off with pay for negotiations so that no more than three (3) members are off with pay at any one time during negotiations. The date, time and place for negotiation meetings shall be established by mutual agreement of the parties. The Union will have the members who are to be off with pay during negotiations notify the Chief through the chain of command as soon as practical before such negotiation session that they will be absent from their normal assignment during the upcoming negotiations.
- B. Upon sufficient notification, the Chief of Police or their designee may place one (1) or more members of the Union's Negotiation Team, or representatives of the Union, on leave of absence with pay for the purpose of conducting activities that are directly related and central to the bargaining relationship between the parties. These activities shall include investigating and processing complaints, disputes, grievances, and training pertaining to labor relations/ representation issues. The total time for all such leaves shall not exceed three hundred (300) hours per contract year. Granting of time off by the City shall be subject to the Police Department's reasonable operating needs.
- C. Meetings for which Police Management requests the presence of a Union representative (Officer or Steward) outside of those listed in Section B shall not be included in the calculation of the 300-hour limit mentioned in Section B above but will be compensated.
- D. Time spent by Union Officers or Stewards representing the union in any matter as outlined under Section B of this Article will be recorded on their timecards with the following payroll code: Union Steward Business. Other meetings as outlined in Section C will be recorded using the payroll code: Joint Labor.

ARTICLE 8 SPECIAL CONFERENCES

Special conferences for important matters may be agreed to between the Union and the City's Human Resources Director or the Human Resources Director's designated representative 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. Union representatives shall be permitted to attend such conferences without loss of time or pay to the extent such meetings are scheduled during duty hours of the members so attending. If so requested, the City will respond to the Union within thirty (30) days of the conference regarding the actions that it will or will not take as a result of the meeting.

ARTICLE 9 HUMAN RESOURCES RULES AND CONTRACT

The City agrees to make this Contract available to each employee now in the bargaining unit, through electronic means, within thirty (30) days of full execution of this Contract and to furnish each new employee with a copy of this Contract, the City Human Resources Rules, and Departmental Policies and Procedures at the time of appointment. The City shall electronically post a copy of this Contract on the City's Intranet and the City's Internet website. The City shall furnish the Union President with a copy of the City's Human Resources Rules and Departmental Policies and Procedures, along with copies of any and all amendments thereto made from time to time. In the event of any conflict between the Human Resources Rules and Department Policies and Procedures and the provisions of this Contract, this Contract shall prevail.

ARTICLE 10 LAYOFF

- A. For purposes of this Article 10, "seniority" means length of continuous service within the classification covered by this Contract and immediately affected by a reduction in force. Such continuous service shall be computed from the date of the employee's appointment in the affected classification. Where two (2) employees have the same appointment date, the employee who ranked higher on the eligibility list from which the employee was appointed shall be deemed to be the senior employee.
- B. For all other purposes of this Contract, "seniority" means length of continuous service as an employee of the City, computed from the date of the employee's original hire ("continuous service date"). Where two (2) or more employees in a classification(s) have the same continuous service date, seniority shall be determined by their combined test score on their most recent date of hire, appointment or promotion. All current employees at the time of ratification shall have their seniority determined pursuant to the existing seniority list.
- C. As used herein, "continuous service" includes all authorized paid leaves of absence and unpaid leaves of absence for less than fifteen (15) consecutive calendar days, but does not include any period between an employee's layoff and recall nor any unpaid leave of absence of fifteen (15) or more 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. In the event of an unpaid leave of absence for fifteen (15) or more consecutive calendar days except when such unpaid leave of absence is the result of an occupational disability or illness, or when the unpaid leave was as the result of military leave, parental or maternity leave, the employee's continuous service date shall be adjusted to reflect a total length of continuous service which does not include time spent on unpaid leave status. Termination of employment (other than layoff of an employee) shall void the employee's continuous service date and if the employee should subsequently be hired again by the City, the most recent date of hire shall be the continuous service date for all purposes of this Contract.

Employees who resign in good standing and who are subsequently rehired within six (6) months of separation, will have an adjusted continuous service date. Their original continuous service date will be adjusted by the length of time they were not employed with the City of Salem. Any accruals that were forfeited as a result of their separation will be credited back upon rehire.

- D. In the event of reduction in work force within the bargaining unit, layoffs within each affected classification shall be made in inverse order of seniority as determined in Section A.
- E. Any employee in the unit who is to be laid off and who has advanced to the employee's present classification from a lower classification in which the employee had successfully completed the probationary period shall be given a position in such lower classification, provided that a position in that classification is authorized and funded in the Police Department budget. If one or more authorized positions exist in the lower classification but none is vacant, the employee laid off from the higher classification shall "bump" less senior employee in the lower classification.
- F. Any employee in an unrepresented classification who is demoted due to a reduction in force and who has advanced to their unrepresented classification from a lower classification in which the employee had successfully completed the probationary period, shall be given a position in such lower represented classification, provided that a position in that classification is authorized and funded in the Police Department budget. If no position in the lower represented classification is vacant, the unrepresented employee laid off from the unrepresented classification shall "bump" a less senior employee in the lower represented classification so long as the demoted employee has more seniority (computed from the date the employee was appointed to the lower represented classification into which the employee is being demoted) than the less senior employee in the lower represented classification.
- G. For a period of one (1) year following the date of layoff, or reduction in a position previously held, a laid off career status employee shall be classified as on layoff status, and the employee's name maintained on a "layoff eligible list" by the City, as provided in this Contract. The order of the names on the layoff eligible list shall

be in inverse order of the layoff. After 30 days separation, officers must meet all ORS and DPSST certification standards prior to recall.

- H. If on layoff status at the end of the one (1) year period, the laid off employee's name shall be removed from the layoff eligible list and the employee shall be deemed terminated from City employment. The employee's name shall be removed from the layoff eligible list at any time during the year under any one (1) of the following conditions:
1. When the laid off employee notified the City in writing that the employee no longer wishes to continue on layoff status.
 2. An employee on layoff status shall promptly inform the City of any change of address and shall be deemed terminated if a City letter sent by certified mail (return receipt requested) to the last address recorded with the City is returned unclaimed.
 3. The employee is recalled.
 4. The employee does not respond to a recall as set forth in section J, below.
- I. An employee who, in the course of a layoff, is reduced to a classification previously held shall retain a position in such classification during satisfactory service and shall return to a position in the classification affected by the layoff before any other individual is hired into that classification. The employee shall not be required to take any examination to return to the higher classification provided no more than two (2) years have passed since the layoff induced reduction in classification.
- J. Recall of employees to active employment within each job classification shall be made in order of their names on the layoff list, provided that an employee shall be deemed terminated and name removed from the list if the employee does not report for work within twenty-one (21) days of written notice of recall. No person shall be hired to fill any position within a job classification represented by the Union which has a layoff eligible list until the layoff eligible list is exhausted through the provisions of this Article.

In the event the City deems it necessary to do a Reduction in Force (RIF), all Auxiliary Officers will be laid off prior to the RIF of any career status police officers. In the event that all Auxiliary Officers are laid off, those duties will be reassigned to remaining sworn personnel.

ARTICLE 11 SAFETY COMMITTEE

- A. The parties recognize that the Oregon Safe Employment Act (ORS 654.00-654.295, 654.991) applies to employment with the City. Remedies for alleged violations are

limited to statutory procedures; no grievances under this Contract may be filed for alleged violations of this paragraph or applicable law.

- B. The City shall maintain a Safety Committee whose purpose is to investigate and review employee complaints about unsafe practices or conditions. The Committee shall be comprised of three (3) unrepresented employees selected by the Chief of Police, or designee, and three (3) represented employees selected by the Union. The Committee shall meet to review complaints of an employee or group of employees, who shall be identified in the complaint, about unsafe practices or conditions within thirty (30) calendar days of receipt of the written complaint(s). The Committee shall investigate the complaint to determine whether unsafe practices or conditions exist. If the Committee, or a majority of the Committee, so determines, it shall prepare a report to the Chief of Police which contains its recommendations to resolve the safety issue. Such report and recommendations shall be advisory only. Within thirty (30) calendar days of receipt of the report from the Safety Committee, the Chief of Police shall respond in writing to the employee who submitted the complaint. The response shall include a review of the complaint, the recommendations of the Committee and the course of action, if any, the Chief has determined best suits the needs of the Department.

ARTICLE 12 HOURS

- A. A normal work period shall consist of eighty (80) hours per pay period (14 days) with twenty-six (26) pay periods per year.
- B. A normal work day may consist 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.

The City and the Union may agree to an alternative work schedule consisting of fixed hours other than a 5-8 or 4-10 schedule or a rotational schedule such as a "1040 Patrol Schedule". In the event an alternative work schedule is agreed to by the City and the Union, the parties agree to meet and negotiate its implementation and any other contract changes that may be necessary.

For the purpose of receiving training, employees may voluntarily agree to a schedule change to a workweek wherein the days are neither consecutive nor the hours per day consistent.

- C. If an employee is directed by the City to work a shift, the hours of which are non-consecutive, the employee shall receive one and one-half (1 ½) the regular rate of pay for all hours worked in the second (2nd) and subsequent non-consecutive portions of such shift.

- D. Employees shall be guaranteed a minimum of eight (8) hours off-duty before being required to attend mandatory training scheduled during the employee's off-duty time. At the option of the employee, the employee may attend training (i.e., firearms training) prior to or after the completion of the employee's regularly assigned shift or at a time designated by the employee, subject to the approval of the supervisor. Employees who exercise this option are subject to the callback provision described in Article 13(D)(1). The City may be exempted from the requirements of this provision for the S.W.A.T. Team, Crisis Negotiations Team, Mobile Response Team (M.R.T.), Bomb Team, and Canine Handlers training if through shift changes and trades it becomes impractical to schedule eight (8) hours off before training.
- E. Certain assignments within the Department require flexible work hours. Assignments and/or positions that require flexible work hours shall be posted in the job assignment announcement and/or posting. Such job announcement and/or postings shall be provided to the Union, via email, prior to the time of the posting. Employees who accept such assignments after notification of any special requirements relating to hours and overtime shall be considered to have agreed to these special conditions and to have waived the provisions in this Article except for overtime pay for hours worked in excess of an employee's regularly assigned shift.
- In all such assignments where the Department requires flexible work hours, the Department will notify the Union in writing of that request and give the Union notification of the employees who have accepted the assignments with the special requirements. The Union shall have fourteen (14) days after receipt of such notification to demand to negotiate over the special assignment as it affects the hours and notification requirements of this Article. If the Union does not make a written request to negotiate the special assignment within the fourteen (14) day period, the Union will have waived its right to do so for that employee during the course of the assignment.
- F. Sworn Officers and those subject to radio dispatch and/or emergency response will be provided a thirty (30) minute paid lunch.
- G. When the City changes from Daylight Savings Time to Standard Time and back again, the starting and ending times of the affected shifts shall be changed so that the actual number of hours worked remains equal.
- H. The City offers direct deposit of paychecks for employees. Early release of payroll checks will only be granted under emergency situations, upon approval of the Finance Director or Human Resources Director.
- I. Canine Schedules: A Canine unit consists of an officer and a dog. Dogs assigned to an officer are boarded at the designated officer's home.

Canine unit officers are directed by the City to devote a minimum of thirty (30) minutes per day to the routine care of their animals which includes feeding, grooming and exercising the dog. Over a one-week period (7 days) this amounts to 3 ½ hours of required dog care outside the Canine officer's normal work schedule. As an example to compensate for this, the Canine officer is assigned to work four (4) consecutive nine and one half (9 ½) hour shifts per week followed by three (3) consecutive days off.

A Canine unit officer who is paired with a dog shall receive three percent (3%) to compensate for the routine care of the dog during the officer's days off. The compensation for Canine care shall continue as long as the officer is assigned to the Canine unit and is providing the City directed care for the dog, to compensate for all time spent in routine care. Overtime compensation for Canine care that is outside of routine care must be pre-approved.

For Canine related training purposes only, specific starting and ending times of the Canine unit work shifts will be designated by the City based upon operational needs. Hours worked in law enforcement activities by Canine unit officers beyond their designated work shift will be subject to the overtime provisions of this Agreement. This includes obtaining emergency veterinary care for their assigned dog and special training classes.

- J. Employees who compete for open Special Assignments positions will be compensated hour for hour at their regular overtime rate for the testing process if the process occurs outside of the employee's normal duty hours.
- K. Employees in the classification of Auxiliary Officer will not work more than 1039 hours in a calendar year in conjunction with DPSST standards for reserve officer.

ARTICLE 13 OVERTIME

- A. 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. Overtime shall be calculated to the nearest one-quarter (1/4) hour once the employee has worked a minimum of seven and one-half (7½) minutes.
- B. All overtime shall be compensated at the rate of time and one-half (1 ½) based on the employee's regular salary.
- C. When an employee works within three (3) hours before the beginning or after the end of the regular shift, the employee shall be paid at the overtime rate for either:
 - 1. The time elapsed from the beginning of the overtime to the beginning of the shift;

2. The time elapsed from the end of the shift to the end of the overtime.

D. Callbacks that are mandated return to duty for training or operations shall be paid at the overtime rate for a minimum of three (3) hours, except as provided in the above paragraph, and four (4) hours on days off. Travel time is not included in callback. An employee who volunteers to work in police related activities which are outside the normal scheduled duties shall not be eligible for callback minimums.

1. If an employee attends mandatory training or meeting during non-work hours, which are assigned by the City, the employee shall be compensated.

Callback minimums shall only apply when the mandatory training or meeting hours fall outside of the employee's normal work schedule and the employee attends the training times closest to the end or beginning of the employee's normal shift.

Auxiliary Officers, and part-time exempt employees shall not receive call-back pay nor are they eligible to and shall not work any patrol shift or other overtime of a police officer.

When an employee selects specific training hours for their convenience, the employee shall be paid hour-for-hour at the overtime rate.

2. Phone calls or text messages (which require an employee response) from the Police Department to an off-duty employee shall be compensated at one-half (1/2) hour of overtime at the employee's regular overtime rate of pay per phone call.

If a phone call from the Police Department to an off-duty employee is one-half (1/2) hour or more in duration then the employee shall be compensated in accordance with Article 13, Section A.

3. If an employee works overtime for at least eight (8) continuous hours directly preceding their regularly scheduled shift, the hours worked during their regular shift will be compensated at the overtime rate. The overtime rate will continue until the employee is released from their shift.

E. When an employee on an overtime court appearance is required to be available immediately before and after the noon recess, the court overtime shall run continuously through the noon recess.

F. When an employee is scheduled for multiple court appearances on the employee's off-duty hours, the employee shall be paid for the lesser of:

1. Continuous time from the beginning of the first court appearance to the conclusion of the last court appearance with a minimum of three (3) hours.

2. A minimum of three (3) hours for each of the court appearances. If the multiple court appearances occur on the employee's off-duty day, then the above minimums of three (3) hours shall be increased to four (4) hours in concert with Section I below.

- G. Upon conclusion of a specific court appearance or callback, the employee shall return to off-duty status unless scheduled for a regular shift.

When an employee is required to attend multiple meetings during off-duty time, the same procedures for court appearances will apply.

- H. All witness fees paid to an employee who is receiving compensation covering the same time and expense covered by said fees shall be turned over to the City of Salem Finance Department.

- I. When an employee is scheduled for a court appearance on a regular day off, they shall be paid for a minimum of four (4) hours at the overtime rate.

- J. Unless otherwise prohibited by the Fair Labor Standards Act or federal regulations of the U.S. Department of Labor, employees shall have the option of receiving overtime as cash or compensatory time off, or a combination thereof. Compensatory time shall not be allowed to accrue beyond one hundred twenty-five (125) hours.

- K. Prior Employment Subpoenas: The City is not required, nor will the City be obligated, to pay any overtime or travel time for appearances in court resulting from prior employment with another agency. Employees subpoenaed for a hearing based upon prior employment will be allowed to attend the hearing on duty time if the hearing falls during their normal work schedule. Travel to and from the hearing during normal work schedule hours will count as hours worked. Human Resources Rules (12.06) require the City to provide release time and normal salary in the event that an on-duty employee is subpoenaed as a witness, providing the witness fees are turned over to the City. This does not matter if the employee receives a subpoena for out-of-state or in another County. Compensation is limited to actual time spent in court, except as provided in this section. Unless the City provides transportation, employees will not be required to surrender mileage payments. Nothing in this section shall qualify the employee for per diem payments. The City shall notify any potentially affected applicant in regards to the provisions of this section at the time an offer of employment is made.

- L. Extra Overtime Shifts: Announcements for extra overtime shifts will be posted until the vacancies are filled. During the first twenty-four (24) hour period, an officer/corporal may sign up for one (1) work shift. After the passage of the first twenty-four (24) hours, an officer/corporal may return and request any unfilled shift vacancies remaining. The first twenty-four (24) hour period will allow for a maximum number of officers/corporals to compete for overtime opportunities and

allow the filling of anticipated staff shortages on a timely basis. In the event the staffing shortage is anticipated with less than seventy-two (72) hours' notice, the City may elect to call upon officers/corporals individually to fill vacancies, without obligation to post the notice of vacancies for any period of time. In the event an officer/corporal agrees to work a shift, and upon their reporting for duty on the given date it is determined the individual's attendance is not required, the employee will be allowed to work no less than four (4) hours at their overtime rate as compensation for having rescheduled the employee's routine, or the employee may elect not to work the four (4) hour minimum. An employee who chooses not to work the minimum period of time is not entitled to any overtime or callback compensation.

Overtime for all other classifications will be assigned on the operations needs of the City and the skills of the employees. Where possible, the City will offer overtime to employees within the same classification on a rotational basis.

ARTICLE 14 STANDBY COMPENSATION

- A. Employees who are required to remain by a telephone subject to a call to duty upon forty-five (45) minutes notice until relieved by their supervisors shall be entitled to standby compensation.
- B. Compensation for standby duty will be granted at the rate of one (1) hour of payment at the employee's normal rate of pay for each six (6) hours on standby duty.

ARTICLE 15 SALARY ADMINISTRATION

- A. Advancement from entry salary step shall be based on merit as determined by the City, with an initial step increase to occur not more than twelve (12) months after the employee's anniversary date. Eligibility for advancement to future steps shall require twelve (12) months of satisfactory service between steps.
- B. Employees shall become entitled to step increases as provided above upon satisfactory completion of service in their current step. 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) day 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. In the event that an employee receives wages or benefits from the City to which the employee is not entitled, regardless of whether the employee knew or should

have known of the overpayment, the City shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists, and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

1. The City shall be limited in using the payroll deduction process to a maximum period of three (3) years before the notification.
2. The employee and the City shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following notification.
3. If there is no mutual agreement at the end of the thirty (30) calendar-day period, the City shall implement the repayment schedule stated in subsection (4) below.
4. If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular bi-weekly base pay, the overpayment shall be recovered in bi-weekly amounts not to exceed five percent (5%) of the employee's regular bi-weekly base salary. If an overpayment is less than five percent (5%) of the employee's regular bi-weekly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves City services before the City fully recovers the overpayment, the remaining amount will be deducted from the employee's final check(s).
5. An employee who disagrees with the City's determination that the overpayment has been made to the employee may grieve the determination through the grievance procedure.
6. This Article does not waive the City's right to pursue other legal procedures and processes to recoup an overpayment to an employee at any time.

ARTICLE 16 PREMIUM PAY

A. **Special Unit Pay:** Sworn employees in the below listed assignments (Special Units) shall receive five percent (5.0%) premium pay for all hours (Additional reference in Article 12(E) and 33(B). Maximum Special Unit incentives regardless of special units assigned is five (5%) percent.

1. Criminal Investigations Section (CIS)
 - Violent Crimes Unit
 - Felony Crimes Unit
 - Special Victims Unit
2. Traffic Control Unit (TCU)
3. Strategic Investigations Unit (SIU)
4. Drug Enforcement Unit (DEU)

5. Community Action Unit (CAU)

Those employees receiving premium pay for special units shall be required to reasonably respond to callbacks and be available for all notifications (i.e., phone calls, text messages, email, etc.) at other than their normally assigned duty hours. Callbacks shall be compensated in accordance with Article 13 of this Agreement. These employees will be required to respond individually, or off an assigned rotation list as determined by the Department. Repeated failure to respond to such callbacks or notifications, as determined by the City, shall subject the employee to discipline as defined in Article 38, or being administratively reassigned.

- B. Extra Duty Pay:** Extra duty pay shall be paid per the below listed schedule. Employees who are unable to perform the duties of their team assignment for longer than thirty calendar (30) days shall not be entitled to extra duty pay, except in the event of a work-related injury, FMLA and/or OFLA. The extra duty pay shall be resumed upon the employee being able to perform the duties of their team assignment.

1. **Field Training Officer (FTO)** - Employees (including Sr. CSO's) who are selected and trained as FTO will receive eight percent (8%) of the employee's base wage when the employee has a recruit assigned to the employee. The FTO's rate of pay will cover the total period of time when the FTO has the recruit assigned and will not be interrupted because of missed assignments due to training or illness.

Should the normally assigned FTO not be available for the specific recruit, the City will designate a substitute (seeking volunteers whenever possible). FTO qualified officers will receive the 8% differential for the period of substitution. Other officers will not receive extra duty pay and will not be required to fill out the extra paperwork of an FTO.

An FTO who is assigned to train a reserve officer during the Reserve Training Program shall receive the 8% differential only for the shift(s) during which the reserve officer is physically on duty and in training.

2. **Bilingual Compensation** - An employee who is determined to be fluent in an eligible language, as determined by the City shall receive in addition to their base wage, an amount equal to five percent (5%) of their base wage. Fluency is to be determined by the City, based upon a standard and testing program, which the City will implement.

During the term of this Agreement, if the City has a reasonable basis to believe that an employee is no longer qualified to receive the Bilingual Compensation, the City may require the employee to recertify.

3. **Police Canine Decoys** – Canine decoy officers shall receive two and one-half percent (2.5%) per month of the employee's base wage. The City is not

obligated to maintain a specific number of decoys but agrees the current officers in this position will continue unless they voluntarily separate or are removed for just cause.

4. Drug Recognition Experts (DRE) – DRE's are certified and must maintain certification in order to receive the extra duty pay. DRE's shall be required to reasonably respond to callbacks and be available for all notifications (i.e., phone calls, text messages, email, etc.) at other than their normally assigned duty hours. Callbacks shall be compensated in accordance with Article 13 of this Agreement. These employees will be required to respond individually, or off an assigned rotation list as determined by the Department. Repeated failure to respond to such callbacks or notifications, as determined by the City, shall subject the employee to discipline as defined in Article 38, or being administratively reassigned.

C. **Special Team Pay:** Special Team pay shall be paid per the below listed schedule. Employees who are unable to perform the duties of their Special Team assignment for longer than thirty (30) calendar days shall not be entitled to premium pay, except in the event of a work-related injury, FMLA and/or OFLA. The Special Team pay shall be resumed upon the employee being able to perform the duties of their team assignment. Maximum Special Team incentives regardless of teams assigned is five (5.0%) percent.

1. Special Weapons & Tactics Team (SWAT) – Employees assigned to the SWAT team shall receive premium pay of five percent (5.0%).
2. Bomb Team (BT) – Employees assigned to the BT team shall receive premium pay of five percent (5.0%).
3. Crisis Negotiations Team (CNT) – Employees assigned to the CNT shall receive premium pay of five percent (5.0%).
4. Mobile Response Team (MRT) – Employees assigned to the MRT shall receive premium pay of five percent (5.0%) of base wages.
5. Canine Team - An employee who is selected as a Canine officer and who is paired with a Canine shall receive five percent (5%) per month of the employee's base wage.

D. The City and Police Department agree that written notice and bargaining with the Union, in accordance with the PECBA, will occur prior to the implementation of any newly created and/or significantly revised specialty assignment or unit not in effect as of July 1, 2006.

ARTICLE 17

EDUCATIONAL INCENTIVE PAY

Educational Incentive Pay shall be granted to any sworn career status employee below the rank of Sergeant such as Police Officer or Corporal who meets the requirements of this Article.

- A. A two percent (2%) pay incentive, based on the employee's current salary, shall be paid to each employee who possesses EITHER a minimum of forty-five (45) points as calculated by the Department of Public Safety Standards and Training (DPSST) or a minimum of forty-five (45) credit hours of college course work from an accredited college or university as determined by DPSST.
- B. A four percent (4%) pay incentive, based on the employee's current salary, shall be paid to each employee who meets one (1) of the following standards:
 - 1. Holds an Intermediate Certificate issued by the Department of Public Safety Standards and Training (DPSST).
 - 2. Has completed a minimum of two (2) years course work (90 credit hours) from an accredited college or university as determined from DPSST.
 - 3. Holds an Associate degree from an accredited college as determined by DPSST.
 - 4. Has a minimum of ninety (90) points as calculated by DPSST. (For purposes of this Article and subsections B(4), C(2), D(3), and E(2), herein, one (1) point equals twenty (20) classroom hours of DPSST approved training.)
- C. A five percent (5%) pay incentive, based on the employee's current salary, shall be paid to each employee who qualifies in both of the following categories:
 - 1. Holds an Intermediate Certificate issued by DPSST.
 - 2. Has completed:
 - a. two (2) years of college or an Associate's degree with a minimum of forty-five (45) credit hours of acceptable college level work as determined by DPSST; or
 - b. a minimum of ninety (90) points as calculated by DPSST.
- D. A six percent (6%) pay incentive, based on the employee's current salary, shall be paid to each employee who qualifies in one (1) of the following categories:
 - 1. Holds an Advanced Certificate issued by DPSST.

2. Holds a degree based on four (4) years of acceptable college level work as determined by DPSST.
 3. Has a minimum of one hundred ninety (190) points as calculated by DPSST.
- E. A ten percent (10%) pay incentive, based on the employee's current salary, shall be paid to each employee who holds both:
1. An Advanced Certificate issued by DPSST.
 2. A degree based on four (4) years of acceptable college level work as determined by DPSST, or has a minimum of one hundred ninety (190) points as calculated by DPSST.
- F. Senior Community Service Officers are eligible for a two percent (2%) pay incentive based upon the employee's current salary, if they hold a degree based on four (4) years of acceptable college level work as determined by DPSST.
- G. Police Laboratory Technicians can receive a maximum pay incentive of ten percent (10%) based on the employee's current salary by qualifying in the following categories:
1. A two percent (2%) pay incentive based upon the employee's current salary, can be obtained if the employee holds a bachelor's degree based on four (4) years of acceptable college level work as determined by DPSST.
- Or,
2. A four percent (4%) pay incentive based upon the employee's current salary can be obtained if the employee holds a master's degree based on four (4) years of acceptable college level work as determined by DPSST.
- And,
3. A two and one half percent (2.5%) pay incentive based upon the employee's current salary can be obtained by acquiring each of the following relevant certifications (maximum of 5%):
 - a. Latent Print Certification from International Association for identification (or similar certification as approved by the City of Salem).
 - b. Crime Scene Certification from International Association for identification (or similar certification as approved by the City of Salem).
- H. Educational Incentive Pay shall be paid upon satisfactory completion of the probationary period. Educational Incentive Pay shall be paid commencing the pay period following fulfillment of the above qualifications and shall continue unless the

officer receives an unsatisfactory rating. An employee who receives an unsatisfactory rating shall resume Educational Incentive Pay upon receiving a satisfactory rating.

ARTICLE 18 INSURANCE BENEFITS

A. Health Insurance

Health Insurance includes Medical, Vision, and Dental (M.V.D.) coverage.

Parties agree to maintain the health insurance plan as the current PPO. This will be the primary plan as provided by the parties with Kaiser offered as an alternate plan. Deductible and prescription benefits available under the PPO Plan shall be as shown below. The summary plan documents for both the PPO and Kaiser plans are on the internet or City of Salem intranet.

PRESCRIPTION BENEFITS

Retail

Co-pay for Generic prescription	\$10.00
Co-pay for Preferred prescriptions	30% (min \$25/max \$50)
Co-pay for Non-Preferred prescriptions	30% (min \$45/max \$75)

(This price will be for a ninety (90) day supply)

Home Delivery

Co-pay for Generic prescription	\$20.00
Co-pay for Preferred prescription	30% (min \$25/max \$100)
Co-pay for Non-Preferred prescription	30% (min \$45/max \$120)

(This price will be for up to a ninety (90) day supply)

Effective in the first pay period of December 2024, each employee shall contribute through pre-tax payroll deduction, \$65.00 per pay period (for 24 pay periods in a year) towards the cost of health insurance coverage for each employee and their dependents.

Maintenance of insurance benefits which references a fixed contribution amount, as set forth above, shall be the status quo during negotiations for a successor agreement.

B. High-Deductible Medical Plan

Beginning December 1, 2020 for January 1, 2021 coverage, and for the life of the contract, for full-time career employees who elect to enroll in the high-deductible medical plan, the City contribution to medical premium shall be 100%, and the City's contribution to the Health Savings Account (HSA) or HRAVEBA shall be as follows:

1. For full-time career employees electing to enroll in employee-only coverage on the high-deductible medical plan, the City's HSA/HRAVEBA contribution shall be equal to fifty percent (50%) of the difference between the City's employee-only premium contribution to the PPO medical plan and the City's employee-only premium contribution to the high-deductible medical plan. The City's HSA/HRAVEBA contribution shall not exceed the annual employee-only deductible of the high-deductible medical plan.
2. For full-time career employees electing to enroll in other than employee-only coverage on the high-deductible medical plan, the City's HSA/HRAVEBA contribution shall be equal to fifty percent (50%) of the difference between the City's employee plus family premium contribution to the high-deductible medical plan. The City's HSA/HRAVEBA contribution shall not exceed the annual family deductible of the high-deductible medical plan.
3. For part-time career employees, the City's contribution to the HSA/HRAVEBA and the high deductible medical plan premiums shall be separately prorated based on the budgeted FTE of the part-time career position.

C. Kaiser Permanente Plan

At the discretion of the employee, in lieu of coverage provided by the City's self-insured medical health PPO plan provided, the employee may elect to participate in the Kaiser Permanente plan. The City shall contribute monthly premiums on behalf of the employee and their family in amounts up to those which the City would pay for coverage under the City's medical health PPO plan as set forth above. If the total monthly premiums set by the insurance company exceed the City's contribution, the difference shall be paid by the employee through payroll deduction.

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 union.

Employee Opt-out: The City shall contribute \$225 per month to an HRA or HRAVEBA account for each full-time employee who opts out of all City-sponsored health benefit plans (medical, vision, and dental). Part-time career employees will receive a proration of the \$225 based upon the insurance calculations for part-time employees as described in 6.3 of this contract. To be eligible for this opt out provision, all of the following conditions must be met.

1. 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 and upon City request.

2. 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.
3. 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.
4. The employee shall sign a waiver each year agreeing to these conditions.

D. Life Insurance

The City shall provide each employee assigned to classifications within the bargaining unit one-time (1x) their annual base salary in term life insurance. Such coverage shall be provided beginning with the employee's date of hire with the City and shall end upon termination of employment. However, terminated employees shall be eligible to purchase and convert their group life insurance to an individual policy. Coverage shall extend to death occurring both on and off duty.

E. Long-Term Disability Insurance

During the term of this Contract, the City shall make available to employees a long-term disability benefit (LTD) to insure sixty-six and two-thirds percent (66 2/3 %) of the employee's current gross salary if the employee is disabled due to an off or on-the-job injury or illness. This benefit will provide salary protection from date of employment with the following features:

Upon approval from the insurer, salary protection benefits will commence when sixty (60) calendar days have elapsed from the time of a non-occupational injury or illness and one hundred eighty (180) calendar days have elapsed from the time of an occupational injury or illness.

If an employee becomes eligible for LTD, the employee shall not be terminated until two (2) years have elapsed from the time of the disabling injury or illness, unless mutually agreed otherwise.

An employee eligible for LTD as a result of non-occupational disability or illness shall, upon completion of the elimination period, be placed on leave without pay unless the employee is on sick leave with pay or, at the employee's option with City approval, on any other form of paid leave which may have been accrued (holiday, compensatory or vacation). During the use of accrued paid leaves, the employee shall continue to be eligible for all benefits of this Contract.

Upon the completion of the elimination period, an employee eligible for LTD as a result of an occupational disability or illness shall be immediately placed on leave without pay and be eligible to receive LTD benefit payments, if such payments are approved by the insurer. Accumulated holiday and vacation leaves shall not be considered deductible benefits and may be used as provided in Article 19 D. Whether on paid or unpaid leave from the City, an occupationally disabled employee shall continue to receive City-paid family medical and dental benefits for a period of twenty-four (24) months from the date of disability, or for the duration of employment, whichever is less. After the twenty-four (24) month period, the employee may, at their discretion and expense, purchase this medical and dental insurance at the group rate until the employee either returns to work or is terminated pursuant to the third paragraph of this section. An employee shall maintain their seniority while on LTD pursuant to Section 18(C) of this Agreement.

The LTD policy contract is available electronically on the City's internet. The City will distribute to members of the unit an explanation of income protection and disability benefits provided by this Contract. The explanation will set forth the benefits and claims procedures applicable to on-the-job and off-the-job injuries. The Union will be given an opportunity to review the explanation and comment on it prior to its distribution.

F. Retired Employees

Members of the bargaining unit who retire shall be eligible to purchase City medical insurance benefits, consistent with federal and state laws. The cost for such coverage shall be borne solely by the retired employee. If the retired employee fails to properly make a monthly premium payment, coverage will be terminated and the retiree will not be eligible to re-enroll in the insurance program. Retired employees purchase City health insurance benefits through the third-party administrator.

G. Self-Insured Claim Procedures

The following procedures shall apply to only those benefits provided by the City through self-insurance:

Employee claims for benefits will be submitted to the Third Party Administrator (TPA) designated by the City to process such claims. Claims will be submitted on forms provided by the City through the TPA and conform to the submittal of claims requirements specified in the relevant plan document.

Claims properly submitted shall be reviewed and responded to within a reasonable time, but not to exceed thirty (30) days from receipt.

In the event an employee disagrees with the decision of the TPA on a claim for benefits, the employee must petition the TPA for a review of the claim decision within sixty (60) days after TPAs' written decision sought to be reviewed has been delivered to the petitioner or mailed to the petitioner at the last known address. The TPA shall respond in writing to the petition in as expeditious a manner as possible, but in no event in more than ninety (90) days.

If the response does not satisfy the petitioner, within 180 days of the written response, the petitioner shall submit a request for an external review. The request for external review is forwarded to the Oregon State Division of Financial Regulation. The Oregon State Division of Financial Regulations may assign an Independent Review Organization (IRO) to review the disputed claim. The decision of the IRO are binding.

H. Part-Time Employees

Part-time career employees shall be eligible for medical and dental benefits reasonably similar to those provided full-time employees through Section A above. The City will pay a proportion of the part-time employee's monthly premiums with the employee obligated to pay the balance remaining through payroll deduction. The City's payment shall be equal to the percentage that the part-time employee's position is budgeted in comparison to a full-time equivalency (FTE) position. (For example, if the part-time position is established by the City as a 0.5 FTE position (half-time), then the City shall pay half of the premium minus the employees contribution paid by all bargaining unit members.

I. Retiree Medical Trust

1. In 2018, the SPEU established participation in a Retiree Medical Trust (RMT) administered by the PORAC RMT, and the cost of establishing the Trust shall be at no cost to the City. The City is not a party to the trust, aside from transferring funds, and has no obligations to the management, regulatory compliance or performance of the trust. In the event the trust becomes insolvent or unable to pay, the City has no financial obligation to the trust, the members or the SPEU.
2. The SPEU shall have the option to direct the City to transfer a monthly pre-tax employee contribution for each SPEU member covered by this agreement to the RMT, at which time the City shall transfer an ongoing biweekly (24 times per year) SPEU member contribution to such RMT in the amount designated by SPEU, e.g., \$50.00 bi-weekly. As each member of the SPEU will contribute the same pre-determined dollar amount, no member election forms designating the amount will be needed, allowed, or requested; and there shall be no member election available to take the member contribution amount in cash, or to determine the member contribution amount.
3. The City will comply with reasonable rules set by the Trust Office with regard to reporting and depositing the required contributions as set forth above, typically involving providing the Trust Office with the name, social security number and amount paid for each SPEU member. In the event the reporting requirement of the Trust requires reporting beyond that which the City typically provides, the City may require the SPEU to pay for any costs related to programming or producing such reports. Prior to engaging in any activity that could result in such an expense, the City will secure the SPEU's authorization.

4. The SPEU agrees to indemnify and hold harmless the City from any liabilities of any nature which may arise as a result of the operation of the PORAC RMT, except for the obligation of the City to make and report the non-elective transfer of SPEU member contributions as described.
5. The monies contributed to the Trust fund shall only be used for retiree health insurance premiums or health care expenses as allowed by law. There shall be no SPEU member election/option available to take such amount in unrestricted cash.
6. The purpose of this Trust shall be to provide for retiree health care expense reimbursement benefits. The Trust shall be and remain separate and apart from any City health insurance funding program, unless changed by mutual written agreement of the parties to this agreement.
7. The contributions set forth shall be, unless otherwise dictated by law or rules set forward by the Public Employees Retirement System (PERS), included as salary for purpose of calculating pension benefits.

ARTICLE 19 ON-THE-JOB INJURY PROTECTION

- A. The City of Salem shall provide Workers' Compensation Insurance as required by applicable state and federal laws. Employees who become eligible for workers' compensation shall be provided all benefits and rights in accordance with ORS Chapters 656 and 659, and any other applicable ORS or OAR as well as any enhancements contained in this Article.
- B. **INJURY LEAVE** – Employees who sustain an injury or illness compensable under Oregon's Workers' Compensation laws shall receive injury leave for up to one thousand forty hours (1040) per claim.
 1. Employees who sustain an injury or illness compensable under Oregon's Workers' Compensation laws, and who are eligible to receive time loss payments will be paid the difference between their average gross wages and injury time loss payments for up to one thousand forty (1040) hours per claim, unless state or federal law provides otherwise. These payments made by the City will be counted as injury leave.

Average gross wages are the wages earned over the 52 weeks preceding the injury and include but not limited to, regular wages, overtime, bonuses, paid time off, vacation time, sick leave, administrative leave, comp time and any accrued payouts. The 52 weeks should not include any unexpected gap of employment due to injury time off, FMLA, OFMLA, or unexpected leaves of absences.

If the officer has not completed 52 weeks of employment prior to the injury the average gross wages should be calculated only using the weeks employed prior to injury.

2. If an aggravation of the original injury or illness occurs, an employee may utilize any remaining injury leave (total of 1040 hours) provided under this Article. If an aggravation of the original injury or illness occurs after six (6) months of returning to work, an additional 1040 hours of injury leave shall be provided. Injury leave shall not be provided to former employees or retirees.
 3. When an employee with an accepted disabling compensable injury and is required to leave work to receive compensable medical services for the compensable injury, the employee shall receive temporary disability benefits for the period during which the employee is absent, until the employee is determined to be medically stationary. Employees will be allowed to use injury leave to attend health care provider (HCP) appointments related to a workers' compensation claim that is non-disabling, or for appointments that are related to a disabling claim but are not compensable medical services. When an employee has exhausted all of their injury leave associated with a compensable workers' compensation claim, the employee shall use any of the employee's accrued leaves, as designated by the employee, for the purposes of attending HCP appointments. The City may require documentation from the employee or HCP progress reports prior to approval of such payments.
- C. If a claim is denied by the City, any injury leave paid under this section prior to denial shall be converted to hours and charged against the employee's accrued leaves. However, if an appeal of a denial is successfully made by an employee, and a claim is determined to be compensable or an aggravation of a prior claim, injury leave benefits will be awarded as set forth in this Article and all prior time charged against an employee's accrued leaves shall be restored to the employee.
- D. An employee shall be eligible to apply for disability benefits, as prescribed by law and/or as allowed by the terms of the disability policy plans provided to the employee by the City, as personally secured by the employee and/or as provided in this Contract. The employee will inform the City and the Union that the employee has made application for disability benefits. The City and the Union will assist the employee in obtaining information needed to apply for disability benefits.
- E. **TEMPORARY LIMITED DUTY** - Employees who are not released for regular duty work may be allowed to work temporary limited duty assignments if a limited duty assignment is available, within the employee limitations as prescribed by the employee's treating HCP, and the City in its sole judgment decides the limited duty assignment would benefit the City.

1. During such limited duty assignments, the employee will be permitted release time during their work shift, as prescribed by their HCP, to attend HCP appointments or to attend prescribed physical therapy appointments.
 2. When an employee is on limited duty and attends HCP appointments during their work shift and returns to work after their HCP appointment, the limited duty assignment employee shall not qualify for a “split shift” payment under Article 12.
- F. If the provisions of ORS Chapters 656 and 659 (related to Workers' Compensation) allow for workers' compensation leave to not run concurrently with FMLA and/or OFLA, then the City will not run FMLA and/or OFLA concurrently with workers' compensation leave. In addition, the City will not run OFLA leave and workers' compensation leave concurrently as per OAR 839-009-0240.

ARTICLE 20 VACATIONS

- A. Full-time career status employees shall accrue and accumulate vacation leave at the following rates:

Years of Continuous Service*	Hours per pay period	Hours/Year	Maximum Hours of payout at Separation
0 through 4 years	3.693	96	192
5 through 9 years	5.193	135	270
10 through 14 years	5.962	155	310
15 through 19 years	6.539	170	340
20 through 24 years	6.924	180	360
25 or more	7.308	190	380

* As defined in Article 10 C.

Employees may only use vacation leave that has been accrued. Vacation leave is considered accrued and usable the day after the end of the pay period in which it was earned.

Part-time career status employees shall accrue vacation leave on the first day of each pay period proportional to their budgeted full-time equivalent (FTE).

B. Vacation Accrual During the First Twelve (12) Months of Probation

New employees vacation accruals shall commence on the first (1st) day of the first (1st) complete month of employment.

C. Scheduling of Vacations

The time at which an employee shall take vacation leave shall be determined by the City, with due regard for employee seniority (as defined in Article 10) and work assignment, and particular regard for the needs of the City service. When employees sign up for blocks of time, they are limited to a continuous three (3) week block. There is no restriction on the number of three (3) week blocks, as long as the employee has sufficient accrued time. The employee may be required to take their requested leave in full, if the City is not provided a thirty (30) calendar day notice of cancellations. Exceptions may be granted for unforeseen exigent circumstances. After all employees have had an opportunity to sign up for vacation, employees may request additional time beyond the three (3) week limit.

D. Non-Bid Vacation

Non-bid vacation requests shall be submitted in writing and shall be approved or denied in writing, based on the operational needs of the City, within ten (10) calendar days of receipt of the written request. Denied non-bid vacation requests shall have a written explanation for the denial.

Written non-bid vacation requests submitted with less than ten (10) calendar days' notice of the requested leave date shall be approved or denied, based on the operational needs of the City, within twenty-four (24) hours of receipt. Oral requests will only be accepted with less than twenty-four (24)-hour notice and will be approved or denied at the time the request is received by the supervisor.

E. Vacation Pay Upon Termination

An employee who separates from the City shall be entitled to payment for accrued vacation leave. In no case shall payment be for more than twice the employee's annual accrual amount as listed in Article 20 A at the time of separation. In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due to the decedent is paid.

F. When an employee is on unpaid leave, vacation leave shall accrue on the same proration formula as provided for sick leave in Article 23 E.

ARTICLE 21 HOLIDAYS

A. Paid holidays included in this Contract are:

1. 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 19)
 6. Independence Day (July 4)
 7. Labor Day (first Monday in September)
 8. Veteran's 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 Holiday – Each calendar year, two (2) floating holidays equal to sixteen (16) hours will be granted to each employee effective in the first full pay period in January. These floating holidays can be used as leave time or will be cashed out per Sections D or E below.
 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. City paid injury leave in lieu of holiday hours may be taken if the employee has a time loss authorization consistent with the amount of leave being claimed. An employee must be at work or on an authorized paid leave on the employee's work day before and work day after the holiday to receive the eight (8) hours accrued holiday leave.
- C. Employees who are required to work on a holiday, as defined in Section A above, shall be paid at the overtime rate, one-and-one-half (1 ½) times their normal hourly rate for all hours worked on the holiday. In addition, they shall accrue eight (8) hours as defined in Section B.
- D. Employees may elect to be cashed out for any amount available in their accrued holiday time for payment in the last pay check of June. Employees will be compensated at their regular hourly rate for all remaining holiday time accrued and payment shall be made in the first full December pay check. Employees cannot cash out accrued holiday leave at any time except for the elective cash out in June, a hardship provision as noted in Section E below, or the cash out in the first full December pay check.
- E. Hardship Payment Request – Employees can request hardship payment of accrued holiday leave subject to approval by the HR Director or Chief of Police. Hardship is defined as a real financial emergency caused by an event beyond the employee's control. Medical expenses resulting from the sudden illness or accident; loss of or damage to property due to an accident, disaster, destruction, or theft; or other similarly extraordinary and unforeseeable circumstances arising as a result of events beyond the employee's control are examples of unforeseeable emergencies.

ARTICLE 22 PERSONAL LEAVE DAY

Employees who recruit new police officers to the Salem Police Department shall receive, \$1000 upon the recruit(s) first day as an SPD member and additional \$1000 after successful completion of the new officer's FTEP program, and one (1) day of personal leave [one shift depending on hours scheduled to work]. The personal leave cannot be cashed in for payment and must be used within one (1) year of receipt. At the time the recruit is hired, the tenured employee will notify Personnel and Training. Personnel and Training will verify and document the recruitment. Only one recruitment incentive will be awarded per recruit.

ARTICLE 23 SICK LEAVE

- A. Sick leave shall accrue for all full-time career employees at the rate of 3.69 per pay period. Employees may only use sick leave that has accrued. Sick leave is considered accrued and usable the day after the end of the pay period in which it was earned.
- B. Part-time career employees will accrue sick leave hours on the first day of each pay period proportional to their budgeted full time equivalent (FTE).
- C. Part-time benefits exempt employees receive sick leave consistent with the Oregon Sick Leave Law.
- D. Use of Sick Leave
 - 1. Accrued sick leave must be used by the employee when an employee is unable to perform their work duties by reason of illness or injury, pregnancy, necessary visits with a health care provider (HCP) for medical or dental care, exposure to contagious disease (under circumstances by which the health of the employees with whom associated, or member of the public, would be endangered by the attendance of the employee) or as part of a protected leave.
 - 2. Employees who are sick or unable to perform their duties, and have no sick leave accrued shall be considered on unauthorized leave, unless such absence is covered by protected leave. Other types of leaves will be used to cover the time loss, when available to the employee, however the leave will still be designated as unauthorized leave.
 - 3. An employee required to work overtime, and who has not received at least ten (10) continuous hours off work in order to be adequately rested to perform their duties, may use sick leave to take all or part of the employee's next shift off.

4. Authorized leaves of absence as outlined in Article 24, include Oregon Family Leave (OFLA), Paid Leave Oregon (PLO), Oregon Sick Leave Law, and Family Medical Leave Act (FMLA) remain available to the employee.
5. Employees may use sick leave, or any leave the employee designates in lieu of sick leave to attend health care provider (HCP) appointments for immediate family members, provided such leave is allowed by state or federal law or provided approval has been granted prior to the time being taken.
6. Employees are not eligible for sick leave if continuing to work at another outside job during the time period for which sick leave is requested.
7. Employees may use accrued sick leave, or any leave the employee designates in lieu of sick leave, for a serious illness or disability in their immediate families requiring the presence of the employee or any other purpose provided by FMLA, OFLA, PLO, or Oregon Sick Leave Law (ORS 653.601 – 653.661),. For purposes of this section, “immediate family” is defined as mother, father, spouse, sister, brother, children (biological, foster, adopted), stepchild or other person residing in the employee’s immediate household or as outlined by applicable laws.

E. Health Care Provider (HCP) (as defined by ORS 659A.150):

The City reserves the right to require the certification of the employee’s attending HCP as to the health care necessity of any leave in excess of thirty (30) days. Verification of health care necessity by a HCP’s certificate may be required by the City when in the City’s judgment overuse, or abuse, of sick leave is a concern. Such concern shall be documented in writing by the City and provided to the employee and Union at the time the City requests verification of health care necessity. Abuse or overuse of sick leave is subject to disciplinary action up to and including termination. Considerations will be given to newly hired employees and to employees with unusual or catastrophic circumstances.

If the City requires verification of health care the City shall pay the cost of the health care provider visit to obtain the certificate that is not covered by insurance including reimbursement of co-pay. An employee shall obtain the certificate in an on-duty, paid status at the employee’s regular rate of pay (regular or overtime).

F. Employees having unpaid leave during a pay period shall accrue sick leave at the following rates.

0 - 18 hours unpaid leave	100%
19 - 36 hours	75%
37 - 55 hours	50%
56 - 73 hours	25%
74 or more hours	0%

G. Employees who have been placed on protected leave for a health care reason, either by request or by the employer, will have the choice in accordance with state and federal law to designate what type of paid leave the employee will use during their protected leave. When an employee has accrued leave, the employee will be required to use all of their accrued leave before going on leave without pay. An employee using and/or receiving PLO benefits is not required to supplement their wages with an additional accrued leave. Such use of PLO is not considered an unauthorized absence.

H. Catastrophic Leave Sharing Program.

Any career employee in a classification covered by this Agreement is eligible to participate as a recipient or donor in the City's Catastrophic Leave Sharing Program administered by the City under the Human Resources Rules, in accordance with this Section of the Agreement.

The intent of the Catastrophic Leave Sharing Program is to provide a means for employees to financially assist another employee who is unable to work due to the employee's own catastrophic injury or illness, or to care for an immediate family member who has a catastrophic injury or illness.

1. **CATASTROPHIC INJURY OR ILLNESS.** A catastrophic injury or illness is an injury, illness, impairment, or physical or mental condition which requires inpatient care in a hospital, hospice, or residential medical care facility; or an illness, disease, or condition, that in the judgment of the treating healthcare provider, poses an imminent danger of death, is terminal in prognosis with a reasonable possibility of death in the near future, or requires constant care.
2. **IMMEDIATE FAMILY MEMBER.** Immediate family member for purposes of catastrophic leave only is defined as spouse, same sex domestic partner, parent, parent-in-law, or biological, adopted or foster child of the employee.
3. **DONATION.** Employees may donate accrued vacation hours, holiday hours, or compensatory time hours to an individual or the Catastrophic Leave Pool. Donated leave is irrevocable by the donating employee.
4. **ELIGIBILITY.** The recipient employee, or immediate supervisor of the employee, must apply for Catastrophic Leave. The employee may be granted up to 694 hours of donated leave during their tenure with the City. An employee may not use donated leave until exhaustion of all accrued leaves in the employee account. Donated leave hours not used by the employee will be transferred to the Catastrophic Leave Pool.

When this benefit is integrated with Paid Leave Oregon, it is anticipated that employees are eligible for and collecting Paid Leave Oregon (PLO) benefits and therefore during the period of PLO coverage (the maximum of 12 weeks) the integrated Catastrophic leave benefit amount paid by the City from the

Catastrophic Leave benefits will be the amount necessary to bring the employee to 100% of the employee's regular gross rate of pay.

5. **COMPUTATION.** The dollar value of the donated leave will be calculated by multiplying the donor's hourly rate times the number of hours donated. The Catastrophic Leave Pool will contain a dollar amount, not a number of hours. When time is donated to a recipient, the number of hours awarded will be multiplied by the recipient's hourly rate to determine the dollar amount that will be subtracted from the pool. The donating employee must have at least 40 hours combined vacation, holiday, or compensatory time to be eligible to make a donation.
 6. **EXTENSION OF EMPLOYMENT.** Donated leave may not be used to extend employment beyond the point that it would otherwise end by operation of law, rule or regulation (e.g. employee being terminated for layoff or other reasons).
 7. **RETIREMENT, DISABILITY, LONG-TERM DISABILITY INSURANCE OR OTHER SUPPLEMENTAL INCOME.** An employee who is eligible for any type of retirement disability, long-term disability insurance, or other supplemental income is not eligible to receive or use donated leave.
- I. Employees will give advance notice to the Courts via a memorandum through a lieutenant to the Personnel and Training Section as soon as it becomes known what the approximate leave dates will be (as much advance notice as practical is recommended, three (3) months' notice is preferred). At the time exact dates are known, a follow-up memorandum with the adjusted dates will be submitted. With this timely notice, the Department will request, on behalf of the employee, that no trials be set during the leave period and will request a reset on behalf of the employee for the specific court dates which occur during the leave period. All decisions regarding resetting court dates for specific trials shall be made by the court, and shall not be decided by the Department.

If an employee on FMLA/OFLA/PLO receives a subpoena, or a departmental municipal court notice to attend court and the court will not reset it at the department's request, the employee is expected to fulfill their duty by appearing. Should the health condition of the employee or affected family member prohibit the employee from attending, the employee must notify the court as soon as possible via a memorandum through a lieutenant to the Administrative Staff Assistant.

Phone notification from a supervisor to the Administrative Staff Assistant, or directly to the court, will suffice for emergency situations.

Employees on continuous FMLA/OFLA/PLO leave will be placed on a 0800-1700 Monday through Friday schedule whenever practical. Court appearances will be compensated as working a minimum of three (3) hours straight time. The FMLA/OFLA/PLO leave can be extended by the number of hours shown as compensable under this Agreement.

ARTICLE 24 LEAVES OF ABSENCE

- A. **Leaves of absence:** Leave of absence without pay for a period not to exceed thirty (30) days may be granted by approval of the Police Chief for any reasonable purpose. While on an unpaid leave of absence, employees do not accrue leave or continue to receive City paid employee benefits.
- B. **Education leave without pay:** A career employee interested in professional training may request an educational leave without pay for a period of time not to exceed twelve (12) months. Such leave shall require the approval of the Chief of Police and Human Resources Director. The employee shall sign a written agreement to return to the City at the expiration of leave for a period equal to its duration. The employee will, within thirty (30) days after the beginning of such leave, furnish to human resources proof of enrollment from the institution attended that the employee is attending.
- C. **Bereavement leave with pay:** In the event of death in the immediate family (husband, wife, domestic partner, same sex partner, mother, father, son, daughter, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepparent, stepchild, grandparent, grandparent-in-law, grandchild, person for whom the employee is legal guardian, or other person residing in the employee's household), the City shall, upon request, grant up to a maximum of five (5) working days with a maximum of fifty (50) hours of City paid bereavement leave, excluding normally scheduled days off. Such leave shall not be charged to the employee's accrued leave.
- Employees who qualify for bereavement leave under state law will be allowed to use their accrued leave to cover time missed from work that exceeds the City paid bereavement leave. In the event the employee has exhausted all of their accruals, leave without pay will be authorized up to the amount required by law. All bereavement leave time will run concurrently with state and/or federal protected leave laws.
- D. **Witness or Jury Duty:** When an employee is called for jury duty or is subpoenaed as a witness in any litigation or administrative hearing process, the employee will be granted absence from work and continued at full salary and benefits for the period of the required service. The employee shall be required to give reasonable advance notice of such subpoena or legal requirement to appear and provide the City with a copy of the subpoena or other legal document requiring the employee's presence. The copy of the subpoena or legal document will be given to the City in advance of the hearing or jury duty, or, if that is not possible, then the copy must be furnished within seventy-two (72) hours after the hearing or jury duty date. All money received for court attendance as a witness or juror must be signed over to the City unless the money received, or any portion thereof, is earned during an employee's day(s) off or other authorized leave of absence. Employees shall report for duty when less than a normal work day is required by jury or witness duty. An employee shall not be eligible for this paid leave if the dispute or case is not job related, the employee is a private litigant in the matter (not job related), or the case involves any charge or complaint

initiated by the employee against the City that is not covered by this collective bargaining agreement.

An employee on City paid jury duty will be administratively reassigned to day shift while the employee is on such jury duty. Employees will not receive overtime for the hours served on jury duty. It is understood that this action may result in another employee being reassigned from day shift in order to replace the employee called for jury duty. As much advance notice as practical will be given to the employee being reassigned from day shift and shall normally be within seven (7) calendar days of the first employee's notice to the City. If the employee gives the City less than the notice required of the City by Article 33 A, a delay in the day shift reassignment may be made.

- E. **Prior Employment Subpoenas:** The City is not required, nor will the City be obligated to pay any overtime or travel time for appearances in court resulting from prior employment with another agency. Employees subpoenaed for a hearing based upon prior employment will be allowed to attend the hearing on duty time if the hearing falls during their normal work schedule. Travel to and from the hearing during normal work schedule hours will count as hours worked. Human Resources Rules (12.06) require the City to provide release time and normal salary in the event that an on-duty employee is subpoenaed as a witness, providing the witness fees are turned over to the City. This does not matter if the employee receives a subpoena for out-of-state or in another County. Compensation is limited to actual time spent in court, except as provided in this section. Unless the City provides transportation, employees will not be required to surrender mileage payments. Nothing in this section shall qualify the employee for per diem payments. The City shall notify any potentially affected applicant in regards to the provisions of this section at the time an offer of employment is made.
- F. Military, alternative service, and Peace Corps leave shall be granted in accordance with state and federal law; denial of such leave shall not be subject to the grievance procedure. Such denial shall be remedied by statutory procedures.
- G. **Protected Leave:** Employees, who meet the eligibility requirements, shall be allowed to take protected leave in accordance with State and/or Federal law. Protected leave includes Family Medical Leave Act (FMLA), Oregon Family Medical Leave Act (OFMLA), Oregon Paid Sick Leave Law, Oregon Victims of Certain Crimes Leave Law (OVCCCLA), Paid Leave Oregon (PLO) and Oregon Military Family Leave Act (OMFLA).
- H. **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 sixty percent (60% = 0.60) and the forty percent (40% = 0.40) of the employer portion of one percent (1% = 1.00) of each employees' annual salary, which are capped at \$132,900, along with the employer's portion of the contribution.

2. Since this agreement provides that the employer covers the employee portion (0.60) of the total one percent (1%) contribution, the employee's portion (0.60) is taxable and will be properly recorded and taxed on employee statement of earnings and subsequent W2's.
3. Employees will follow the Paid Leave Oregon notification rules as outlined by the State, providing thirty (30)-day notice for leaves that are known in advance and twenty-four (24)-hour notice for leaves that are emergent.
4. The City will run Paid Leave Oregon leave concurrent with other protected leaves as allowed by state law.
5. Employees will be allowed to use any of 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.

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 sixty percent (60%) of one percent (1%) of wages as described in #1 and #2 above and the parties will meet and bargain about the changes.

Except for injury leave as set forth in Article 19, employees shall be required to use exhaust all accumulated leaves prior to being placed in a leave without pay status.

ARTICLE 25 TRAINING

- A. An employee may be ordered to attend training sessions, schools, seminars, or other assigned functions. Such attendance shall be at City expense. The cost of travel, lodging, and meals shall be reimbursed according to the City's travel policy, the benefits of which shall not be decreased during the life of this Contract.
 1. Special One-Day Assignments – When an employer requires an employee who usually works at one location to report for a day to an alternative work site in a city over 30 miles away.
 - a. All travel and training time involved whether a driver or passenger are compensable at straight time rate. Travel time is not considered hours worked.
 - b. Training meal breaks are not compensable.
 2. Overnight Travel – Whenever travel and training keeps an employee away from their home community overnight.
 - a. All training hours are compensable excluding for meal breaks.
 - b. The time an employee spends traveling (by car or airplane), regardless of whether or not it occurs during normal work hours will be compensated as straight time rate and is not considered hours worked whether driving or

riding as a passenger even on their days off such as Saturday or Sunday. Arrival to the airport is only compensable for two (2) hours prior to the flight departure.

- B. An employee who voluntarily attends training or a course of instruction which is directly related to the business of the City may receive tuition and costs from the City if the employee has successfully completed the course and if, prior to the employee's attending such, the City agrees in writing to pay tuition and costs.
- C. Employees shall not be eligible for reimbursement for any training, or courses of instruction which they attend voluntarily without first having had such reimbursement pre-approved by their supervisor before the training or course was taken.
- D. The City will ensure that employees will receive all training necessary to maintain their certification through DPSST.

ARTICLE 26 RETIREMENT

- A. The City of Salem participates in Oregon Public Employees' Retirement System (PERS) and Oregon Public Services Retirement Plans (OPSRP). The City will contribute the employee's six percent (6%) of salary. If for any reason the ORS 238.205 or ORS 238A.335 "pick-up" is no longer legally available, the City agrees to bargain the impacts of those changes.
- B. The City participates in the conversion of unused sick leave hours for eligible employees (Tier 1 & 2). OPSRP member who have a minimum of 100 and a maximum of 750 hours of unused sick time will be allowed to transfer 50% of their accrued but unused sick time to their PORAC RMT account, HRAVEBA account or VOYA 457 account. This is done in accordance with PERS established regulations and procedures and applicable federal and state laws and regulations.
- C. It is understood that plan eligibility (Tier I/II and OPSRP) and related benefits under the plan are determined by PERS.
- D. As of the date that an employee becomes a member of the OPSRP, the City will pay an amount equal to six percent (6%) of the employee's monthly salary, not to be deducted from the salary, as the employee's contribution. The employee contribution is not considered gross wages for the purposes of calculating base wages for purposes other than those established by PERS.

ARTICLE 27
LIMITED DURATION – RETIREE HIREBACK

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 thirty-six months with an optional extension of 24 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. If a special team assignment is granted, LD Officers will receive Premium 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 33E). 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 33E 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 Assignment Positions, as outlined in Special Assignment Directive, 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 the special assignment for a combined maximum of thirty-six (36) months.
9. The article shall remain in effect in accordance with Senate Bill 1049. If/when the retiree hire back as outlined in SB 1049 sunsets it will no longer be applicable in this contract and this Article will be void.

ARTICLE 28 CLOTHING ALLOWANCE

- A. If an employee is required to wear a uniform, it shall be furnished and replaced as necessary by the City. The employee will be responsible for proper care and routine maintenance of the uniform. Uniform items which become damaged to an extent not readily and inexpensively repaired by the employee shall be repaired or replaced by the City. All issued uniforms shall remain the property of the City and shall be returned to the City before being replaced or if the employee leaves City employment.
- B. Sworn officers and Police Laboratory Technicians (Class Code 426) who are required to wear non-issue clothing in the course of their job shall be compensated at the rate of \$28 per pay period for such assignment for the purchase of civilian clothes. Civilian clothing should meet the Department's expectations for professional work attire and should be reasonable for the duties performed to ensure efficient operation. Civilian attire worn in the performance of duties shall be subject to supervisory approval.

ARTICLE 29 DEFERRED COMPENSATION

Subject to applicable federal regulations, the City agrees to make a deferred compensation program available to employees who wish to contribute through payroll deductions. Effective January 1, 2021, each new employee will automatically be enrolled in the City's deferred compensation program, and employees will contribute three percent (3%) of pre-tax base hourly wage per pay period unless the employee chooses to opt out.

ARTICLE 30 OUTSIDE WORK

- A. Permission to work at outside employment must be approved in writing by the City. The outside employment will be considered for approval unless it would:
 - 1. Not be compatible with the employee's adherence to the police officer's code of ethics;
 - 2. Detract from the efficiency of the employee in City duties;
 - 3. Take preference over extra duty required by City employment;
 - 4. Present a legal or ethical conflict of interest with the police profession;
 - 5. Increase the City's liability exposure.
- B. Employees will not be granted permission to work at outside employment that occurs during their regularly scheduled work shift.
- C. Employees will not be granted permission to work at outside employment during the time the employee is on Administrative leave with pay or during the time the employee is serving a disciplinary suspension without pay.
- D. Disapproval of requests for outside employment or withdrawal of approval by the City to perform outside employment shall not in itself be considered as discipline, but may be grieved. Failure to submit a request for approval while engaged in outside employment or continued outside employment upon denial by the City, may be subject to discipline.

ARTICLE 31 MILEAGE AND PER DIEM ALLOWANCE

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

ARTICLE 32 GRIEVANCE PROCEDURE

- A. A grievance for the purpose of this Contract is defined as a dispute regarding the meaning or interpretation of a particular clause of this Contract or regarding an alleged violation of this Contract. A grievant is an employee or the Union filing a grievance on behalf of a group of employees similarly affected or on behalf of the Union's interests under this Contract. If the Union is a grievant, it shall be represented by an officer of the Union. As specified in Article 2 Section A, the City recognizes the Union as the sole and exclusive bargaining agent and as such any request for arbitration beyond Step 3, as outlined below, shall be accepted by the City only when filed by the Union.

The grievance process does not apply to the at will part-time exempt positions, Auxiliary Officers, except for issue of pay.

B. Step 1

The grievant shall submit the written grievance to the grievant's lieutenant, with a copy presented to the Union, the Chief of Police and the City's Human Resources Director, within fifteen (15) calendar days from the event giving rise to the grievance, or the grievant's knowledge of the event giving rise to the grievance. The grievant shall utilize the form, which is attached as Appendix B, to file the grievance.

The written grievance must contain: (1) a statement of the grievance and related facts; (2) the specific provision(s) of the Contract violated; and (3) the remedy sought. The supervisor who receives the grievance shall respond to the grievant in writing within ten (10) calendar days after the grievance is filed with the lieutenant and shall provide a copy of the response to the Union, unless the Union is the grievant.

Step 2

If the grievance remains unadjusted after the lieutenant has responded, or after the ten (10) day time limit for response has elapsed, it may be submitted to the Division Commander within twenty (20) calendar days of the date of submission of the grievance to the supervisor. The Division Commander may meet with the involved parties. The Division Commander shall respond to the grievance in writing within ten (10) calendar days, with a copy to the Union, unless the Union is the grievant.

Step 3

If the grievance remains unadjusted after the Division Commander has responded, or after the ten (10) day time limit for response has elapsed, it may be submitted to the Chief of Police within twenty (20) calendar days of submission of the grievance to the Division Commander. Unless mutually agreed otherwise, the Chief of Police shall meet with the grievant, Union representatives and the City Human Resources

Director and shall respond to the grievance in writing within ten (10) calendar days, with a copy to the Union, unless the Union is the grievant.

Step 4

If the grievance is not resolved after the Police Chief has responded or within twenty (20) calendar days after it was submitted to the Chief, whichever is later, it may be submitted to an arbitrator within ten (10) calendar days of the relevant event by using the method described below.

1. The party requesting arbitration shall request a list of seven (7) Oregon or Washington arbitrators from the Employment Relations Board list. The first strike for an arbitrator will be determined by lot. The parties shall alternately strike one (1) name from the list, until only one (1) is left. The one remaining shall be the arbitrator.
2. The selected arbitrator shall render a decision within thirty (30) calendar days of the close of the hearing. The powers of the arbitrator shall be limited to interpreting this Contract and determining if it has been violated; the arbitrator shall have no power to alter, modify, add to, or detract from the terms of the Contract.
3. If the arbitrator is faced with a question of arbitrability at the arbitration hearing, then the arbitrator shall be obligated to first hear arguments and evidence and decide that question. If the arbitrator affirmatively decides the question of arbitrability in favor of arbitration, then the arbitrator may hear arguments and evidence on the merits of the grievance. If requested by either the Union or the City, the hearings for a question of arbitrability shall be held separately from any hearing on the merits of the grievance. The decision(s) of the arbitrator shall be binding on both parties to this Contract.
4. The costs of the arbitrator shall be borne by the losing party. The arbitrator shall designate which side is the losing party. Each party shall be responsible for costs of presenting its own case to arbitration. Should arbitration be canceled due to a settlement, the parties will split equally any cancellation fees.
5. Upon mutual agreement, in writing by the Union and the City and at the conclusion of the evidentiary portion of the arbitration, the parties may agree to oral closing arguments in lieu of written closing briefs.
6. If the parties mutually agree to oral closing arguments, the parties may also mutually agree, in writing to have the arbitrator issue an oral bench decision. The oral bench decision shall be recorded and transcribed by the parties as the formal record of the arbitration. The arbitrator shall issue their oral bench decision within a reasonable time after the conclusion of the arbitration but within at least two (2) hours of the conclusion of the arbitration hearing.

- C. Any or all time limits specified in the grievance procedure 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 by the City to respond within the time limits shall permit the grievance to proceed to the next step. A grievance may be terminated at any time upon receipt of a signed statement from the Union that the matter has been resolved. When authorized in advance, Union representatives may be granted time off without loss of time or pay for the purpose of filing grievances on its own behalf or on behalf of an employee.
- D. The grievant and Union representative(s) shall be permitted to attend conferences and any hearing without loss of pay if such meetings and hearing occur during their respective duty periods. Employees who may be called as witnesses to the arbitration hearing shall also be permitted to testify at the hearing without loss of pay if the giving of testimony occurs during an employee's duty period. The names of any persons to be called as witnesses in the arbitration hearing shall, upon request, be exchanged by the parties at least seventy-two (72) hours prior to the hearing.
- E. If a grievance is filed at any step by SPEU and the City fails to respond in the required time, the grievance will remain open and unsettled and will move to the next level. The Union will be responsible for notifying the Chief or designee of the open grievance within sixty (60) calendar days of the original filing. If the Union does not notify the Chief or designee within the sixty (60) days, the grievance shall be deemed abandoned.

ARTICLE 33 WORK SCHEDULE NOTICE AND ASSIGNMENT

- A. The City shall give two (2) weeks written notice of changes in work schedules, except in emergencies and in situations involving discipline where, in the City's judgment, it is necessary to remove an employee from a particular work assignment. Probationary Officers in the field training evaluation program will be exempt from this two (2)-week notice requirement, if, in the City's opinion such notice would have an adverse impact to their progression in the training program.
- B. Premium pay for Special Units identified in Article 16, Section A of this Agreement are exempt from the above notice requirement; however management will try to provide reasonable notice, except in emergencies and Departmental short-term tactical needs.

Other employees may waive the two (2) week notice requirement with the approval of a supervisor.

- C. In the event that an employee's work schedule is changed without required notice, the employee shall be paid at the overtime rate until proper notice has been given.

- D. If a promotion or reassignment requested by the employee results in a work schedule change with less than two (2) weeks' notice, the employee shall not be eligible for overtime compensation as provided in C above.
- E. Employees assigned to Field Operations Division, who are off probation shall be allowed to select shifts on the basis of seniority according to the following procedure:
 - 1. Shift selection sign-ups shall occur no later than October 31 with shift assignments to commence no later than the first week in January to last for a one (1) year period of duration.
 - 2. Typically, the City will designate four (4) times a year when the different schedules will be implemented. When officers bid for the whole year, they may bid on the basis of seniority for each of the four (4) periods of time. If the City and Union agree to a work schedule that does not incorporate a quarterly day off rotation, the schedule will be agreed upon as determined in Article 12.
 - 3. The officers will bid on the basis of a schedule posted by the City indicating the number of personnel by rank needed for each shift. In order to achieve balanced shifts, the City may limit the number of positions per shift and per squad by rank and for the following special assignments or teams such as SWAT, MRT, CNT, Canine, Bomb Team, and FTO. Officers with those specialties must bid for one of the designated slots as determined by the City on the basis of seniority.
 - 4. For purposes of selecting shifts on the basis of seniority and for no other purposes of determining seniority, seniority shall be defined as the following:
 - a. For police officers and corporals it shall be the date the employee was sworn in to be a police officer;
 - 5. The City has the right to move an employee any time the City has a reasonable operational need for making the change. Normal rotations under the Special Assignment Directive will occur in January so that relevant officers may participate in the Fall shift bidding and vacation sign-up processes. It is understood that during the term of this Contract, selected officers may have their Special assignment period lengthened so as to ease initial transition and avoid continuity problems.
 - 6. Should an employee elect to transfer or be rotated from different assignments, the employee will take the vacant position given and shall not bid at that time causing bumping until the annual shift selection procedure takes place. However, if the City creates a new position, then employees will be allowed to bid at once for that newly created position.
 - 7. Subject to the reasonable operating needs of the Department, employees will be permitted to arrange shift trades.

8. The City and the Union shall meet, if needed, for the purpose of reviewing the successful implementation of this Section. At such time modifications may be developed to correct implementation and application problems if jointly agreed upon.
9. After the seniority shift bid procedure for patrol has occurred, and during the actual time when the annual seniority shift bid is in place, a process needs to be established to allow Union members who work patrol and Union members who come out of specialty assignments or non-patrol assignments and return to a patrol assignment, to use their seniority to bid for an open shift.
 - a. For patrol shift openings of less than two (2) full rotations it will be at Salem Police Department's discretion as to which shift to assign a member coming out of a specialty assignment or non-patrol assignment and returning to patrol. It is also understood that the City is not obligated to post shift openings of less than two (2) full rotations for Union members already assigned to patrol. These positions may be used for assignment of officers who have not had the opportunity to bid in the annual bid process due to their time with the City.
 - b. For patrol shift openings of two (2) full rotations or more, Union members who work patrol and Union members returning from a specialty assignment or non-patrol assignment and returning to patrol will be able to exercise their seniority and bid for any available open patrol position. If member exercises their right, the position opening created by the transfer will be the last created by the move. Thus, stopping a cascading re-bid from occurring. Union members electing to transfer will be guaranteed their first-choice vacation but not their second.
 - c. Employees assigned to special units where various shifts are utilized will bid for those shifts based on department seniority.
- F. Employees shall not be required to work back-to-back shifts, nor be required to take time off with loss of pay in order to avoid overtime liability unless the shift conflict was caused by action of the employee (e.g. voluntary change in assignment). Shift bidding and rotations due to Special Assignments are not considered voluntary changes for this purpose.

ARTICLE 34 DEFENSE OF EMPLOYEES

- A. The City acknowledges its legal responsibility to provide its employees with a defense and indemnification against any tort claim, demand, or action prescribed by law.

- B. If an employee is issued a traffic infraction by anyone who is not a police officer, which the employee believes to be in retaliation for the employee's action(s) as a police officer, the employee may request that the City implement the following steps:
1. The City will request the City Attorney's office to initiate an investigation to determine if there is probable cause to believe the infraction was committed.
 2. The City will investigate the employee's allegations that the referenced action is retaliatory.
 3. If there is no probable cause to believe the infraction was committed and if there is cause to believe the citation was retaliatory, the City will provide the employee with counsel for defense of any such citation.
- C. The City further agrees to provide members of the bargaining unit PORAC Legal Defense Insurance Plan II (Civil and Criminal Coverage) at no cost to the member.

ARTICLE 35 PROBATION

- A. The probationary period for a non-lateral hire entry level Police Officer shall be eighteen (18) full months of satisfactory service, as determined by the City. The probationary period for all other bargaining unit classifications and for lateral hire police officers shall be twelve (12) full months of satisfactory service, as determined by the City.

A lateral hire is an employee who is certified by DPSST or certifiable by DPSST by attendance at DPSST's equivalency academy.

Part-time exempt classification are at will and not covered by a probationary period.

1. A non-lateral hire entry level police officer's probationary period of eighteen (18) months may, with the written concurrence of the Chief of Police, be extended one (1) time for a specified time not to exceed an additional three (3) months.
 2. The employee and the SPEU President shall be notified of the reason for the extension and another performance appraisal shall be required at the end of the additional period.
 3. The decision to extend and the duration of extension of probationary period are reserved to the City. Prior to the completion of probation, an employee may be disciplined or discharged at the discretion of the Chief of Police.
- B. During the promotional probationary period, an employee may be demoted at the discretion of the City to an authorized position in a prior classification if the employee held career status in the prior classification. If no vacant position exists in the prior

classification, the demoted employee shall displace the least senior employee in the lower classification, without loss of seniority, and the displacement shall be treated as a layoff under this Contract.

- C. During a promotional probationary period, an employee is fully covered by all of the conditions of this Agreement.
- D. Corporals: The employee may be removed from the Corporal classification only for cause. Any appeal by an employee for removal from such classification after the promotional probationary period may only be processed through the grievance procedure of this Contract.
- E. Probationary periods may be extended if the employee's performance of normally assigned duties is interrupted by on-the-job injury or illness, extended illness/injury, light duty, or leave of absence in excess of fifteen (15) calendar days.

ARTICLE 36 WORKING OUT OF CLASSIFICATION

- A. Working out of Class (WOC): An employee assigned to fulfill the duties and responsibilities of a higher classification, are WOC. WOC is typically for one full shift or more than one shift in full shift increments. WOC is temporary and not intended to be permanent. Employees assigned to WOC shall be paid a five percent (5%) increase or Step 1 of the higher classification, whichever is greater. In no event shall the WOC compensation be higher than the top step of the higher classification's pay range. In special circumstances, a supervisor may assign an employee to WOC for less than a full shift, and such assignment will be compensated at the rate of pay described above. Such additional pay for the time actually worked in the higher classification assignment shall constitute the employee's sole additional compensation for this assignment; bargaining unit benefits through this Contract shall continue.
- B. Acting in Capacity (AIC): An employee is AIC when the Chief or designee assigns in writing the duties of a higher classification on a full-time continuous basis. AIC assignments are used when a position is vacant. AIC assignments are temporary and not intended to be permanent.

Management maintains the right to assign work, including AIC, but seeks to provide growth opportunities and provide uniformity and consistency to assignments. In the event that the City knows the AIC assignment will last nine (9) months or longer, the City will announce the assignment needing to be filled, along with the desired skills and abilities. The announcement will include a date by which interested employees may submit a letter of interest. Qualified, interested employees will be interviewed and a recommendation made to the Police Chief or designee. The selection process for the AIC assignment will not be scored.

Corporals will be given first right of refusal for AIC assignments on their own shifts as a Sergeant if the need should arise.

- C. This Article shall not apply to employees working in a designated on-the-job training program, subject to the below provisions. An employee may, in writing, request that the duration of the training program be specified in writing prior to entering into the program. An on-the-job training exemption from working out of classification pay shall apply to an employee only for a maximum of one hundred sixty (160) work hours in any twelve (12) month period; continued training beyond such one hundred sixty (160) work hours shall be considered as working out of classification and compensated in accordance with the waiting periods and amounts specified in paragraph A.

ARTICLE 37 WAGE SCHEDULE

- A. Effective July 1, 2020, the City contribution to an employee's Early Retiree Health Trust account will be two hundred twenty-nine dollars (\$229.00) per month

Effective July 1, 2020, the City contribution to an employee's VEBA trust account will be eighty-five dollars (\$85.00) per month.

- B. Effective July 1, 2024, the salary schedule in effect June 30, 2024, shall be increased by five percent (5%) on each step of that schedule.
- C. Effective July 1, 2025, the salary schedule in effect June 30, 2025, shall be increased by four percent (4%) on each step of that schedule.
- D. Effective July 1, 2026, the salary schedule in effect June 30, 2026, shall be increased by the amount determined by a December 16, 2025 wage reopener.
- E. On July 1, 2024, each classification in Appendix "B" will receive a one-time market adjustment of four percent (4%).
- F. Salary Schedule attached as Appendix "B".

ARTICLE 38 DISCIPLINE, APPEALS AND REPRESENTATION RIGHTS

- A. The parties agree that discipline may be imposed only for just cause and establishes a right, of the employee and/or the Union, to appeal discipline, up to the Chief of Police, and establishes a right of the Union to appeal discipline by invoking the grievance arbitration process as set forth in this Agreement. The intent of this Article is to establish a contractual discipline procedure and specify differences between the procedures.

- B. An employee and the Union shall be provided complete copies of materials and information known or relied upon by the City or any City agent that will be used to arrive at an employment decision. The information will be provided in an electronic or paper copy format to the employee and the Union at least seven (7) calendar days before the pre-disciplinary hearing (Loudermill hearing).

Pursuant to ORS 652.750 et seq., when releasing information to the employee and the Union, the City may discuss an agreement with the Union that places conditions on disclosing information pursuant to Section 38 B above. Such discussed conditions are for the purposes of limiting the risk of claims or aggravation of difficult circumstances in the work place or in the City's relationship with a victim. In such event, the City and the Union shall cooperate to meet appropriate investigative and due process needs and lawful limitations on the disclosure of released information.

- C. Forms of discipline are limited to: Oral reprimand (documented as oral), written reprimand, suspension, demotion, pay reduction not to exceed thirty (30) calendar days, or termination.

Serious violations, as determined by the City, may be dealt with by any of the above measures on the first offense or subsequent offenses.

1. 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.
2. Disciplinary actions for all employees represented by the Union will be imposed using the Disciplinary Action Guide (DAG) in Appendix C. Any variation from the DAG guide regarding discipline imposed must be mutually agreed upon by the Union and the Chief of Police. The City and the Union agree to abide by the discipline matrix mandated by the Oregon Commission on Statewide Law Enforcement Standards of Conduct and Discipline (LESC), as applicable.

D. Appeal of Discipline

1. Imposition of discipline on an employee is appealed through this Contract's grievance procedure under Article 31.

E. Disciplinary Interview - Right to Representation

1. An employee has the right to have a representative of the Union at an interview or meeting with the City when the employee or the Union has a reasonable belief that the interview or meeting is part of an investigation which may result in a disciplinary action. No right to representation exists for interviews, meetings, or conversations involving unit members regarding work instructions, training, constructive correction of work techniques or methods, and work planning. Work performance appraisal sessions are exempt from the right to representation unless, prior to the beginning of the meeting, the City informs the employee or the Union that the

performance appraisal may result in disciplinary action being taken by the City against the employee.

- a. The right to representation arises when the employee is required to be a participant in a meeting and the employee or the Union has a reasonable belief that the interview or meeting is a part of an investigation that may result in a disciplinary action to that employee;
 - b. At least forty-eight hours (48) prior to any meeting or interview, as part of any written notice provided by the City to an employee who is the subject of an investigation, the City is obligated to inform the employee and the Union of the employee's right and option to representation, and the City shall honor the employee's option and request for representation if the employee, or the Union on behalf of the employee, makes such a request. In addition, the City will inform employees of this right to representation when the City communicates, in writing, with employees regarding alleged acts of misconduct for which formal disciplinary actions are being considered. Except as otherwise provided, procedures contained in this section F apply only to non-criminal investigations, which may reasonably result in the discipline or termination of the employee.
2. Should the City wish to interview an employee regarding an investigation which may result in discipline, the City will do the following:
- a. At least forty-eight (48) hours prior to the time of the interview of the employee who is the subject of the investigation, the employee and the Union will be provided written information from the City about the nature of the investigation, which will include:
 - i. the allegations known at that time, including the potential policies, procedures, rules and/or laws allegedly violated which lead to initiation of the investigation;
 - ii. the name(s) of the complainant or the type of complaint (i.e., citizen, fellow employee, etc.);
 - iii. a copy of any documentation that was used to initiate an investigation related to the employee, to include a complaint form, if one has been filed;
 - iv. the name(s) of the person(s) who will be conducting the investigation;
 - v. the date, time and location of the scheduled interview;
 - vi. and other relevant facts as known to the investigator at the time of the forty-eight (48) hour notice that support the potential violations listed in subsection (a) above, this is to include all reports written by officers and supervisors pertaining to the incident, excluding internal affairs work

product. Work product does not include any data accessible to the union, such as GPS, CAD reports or 911 recordings. Video collected by Body Worn Camera (BWC) or other means is accessible to the Union within the video management system.

The City of Salem acknowledges the right for the Union to conduct a parallel investigation.

- b. The employee, or the Union on behalf of the employee, may choose to waive the forty-eight (48)-hour notice period, but shall not be coerced or requested by the City to do so.
3. The following procedures will be followed during investigations that could result in discipline:
- a. Either side may electronically record the interview if that side desires and, at the request of the other side, will provide a copy of the recording and any transcript of the electric audio recording, to the other side. If either side generates a written transcript of any recordings from the investigation, they shall provide the transcripts to the other side, at no cost. The City shall provide a copy of the finished investigation and of materials and information known or relied upon by the City or any City agent that will be used to arrive at an employment decision at least seven (7) days prior to the pre-disciplinary due process hearing (Loudermill hearing).
 - b. The interview may not be unduly delayed awaiting a particular unavailable Union representative when other suitable Union representatives are available.
 - c. The Union representative will not interfere but may participate in the interview of the employee when requested by the City Interviewer. The Union representative's function is to assist the employee. The City interviewer has no duty to negotiate with the representative.
 - d. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts, which pertain to the investigation. Nothing in this section shall prohibit the City from questioning the employee at a later date about information that is developed during the course of the interview. The employee will be directed to answer any questions specifically involving the non-criminal matter(s) under investigation, which were the subject of the forty-eight (48) hour notice and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America.
 - e. The employee and the employee's Union representative shall be permitted to attend an interview subject to this Article without loss of compensation. When the interview occurs during and employee's non-regularly scheduled work hours, the employee will be compensated for their attendance per the

Agreement. The Union representative will be compensated in accordance with Article 7.

- f. Employees shall be interviewed while they are on duty unless the seriousness of the investigation dictates otherwise. Interviews shall take place at the Salem Police Department, or elsewhere if mutually agreed by the City and the Union.
- g. The employee will be entitled to reasonable intermissions as they shall requested for personal needs.
- h. The City shall complete its investigation into an allegation of misconduct by the employee and provide a copy of the complete investigation, to the employee and the Union, no later than five (5) months from the date of the forty-eight (48) hour written notice (2.a. above). The City may extend the completion date for the investigation to a maximum of ten (10) months from the date of the first forty-eight (48) hour notice of the employee, provided that before the extension begins, the City provides written notice explaining the reason for the extension to the employee and the employee's Union representative. Extenuating circumstances such as a criminal investigation would freeze the timelines until such matter was resolved.
- i. Oral Reprimands. If, after the City conducts an investigation into the conduct of an employee, the City determines that the discipline to be imposed is an Oral Reprimand or less, the City may impose the discipline without a pre-disciplinary due process meeting (Loudermill). The imposition of an oral reprimand must be documented and provided to the employee and the Union.

4. Employee Records.

- a. The City shall maintain a personnel record of each employee in the 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. An employee or the employee's representative may inspect and have a copy of the employee's personnel records on the premises of the Human Resources Department upon the employee's or the employee's representative's request to do so.
- 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 with 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 file. A copy of any such material shall be furnished to

the employee by the department concerned, when it is placed in the personnel record.

- d. If an employee and/or the employee's representative 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 written documentation shall be included as a part of the personnel record. If the employee and/or the employee's representative believes that such specific information should be removed entirely from the files, the employee and/or the employee representative may petition for such consideration to the City.
- e. Letters of counseling and documented oral reprimands shall remain part of the employee's personnel file, but shall be considered stale after one (1) year after the incident which caused the reprimand to be issued unless the employee receives subsequent discipline within that time period. Written reprimands shall be deemed stale after two (2) years from the incident in question unless the employee receives subsequent discipline of a like nature within that time period. Suspensions without pay shall be deemed stale after five years from the incident in question unless the employee receives subsequent discipline of a like nature within that time period.

ARTICLE 39 DRUG FREE WORKPLACE

- A. **Policy:** The City considers its employees to be its most valuable asset and is concerned about their safety, health and well-being. The misuse of alcohol and other drugs 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 the misuse of alcohol and drugs and assisting employees to overcome these problems through appropriate treatment and, if necessary, disciplinary action. The presence or treatment of a substance use problem will not excuse an employee from meeting performance, safety or attendance standards or following other City instructions.

For purposes of this Article, the term "controlled substance" shall mean substances so designated in accordance with the Federal Controlled Substance Act (21 U.S.C. 812) or ORS 475.005(6), excluding any substance lawfully prescribed for the employee's use. Marijuana is defined as a controlled substance for the purpose of this Agreement, regardless of whether the marijuana was for medical purposes or recreational use.

- B. **Employee Assistance Program:** The City will maintain an Employee Assistance Program (EAP) at no cost to the employee. The general purpose of the EAP will be to reduce problems in the workforce 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.

C. **Baseline Testing:** Those employees who are or may be exposed to hazardous substances or health hazards, including dangerous drugs or dangerous chemicals used for the manufacture of drugs, at or above permissible exposure limits (as defined by OSHA regulations) in the course and scope of their employment shall be tested by the City for exposure to the hazardous substance as follows:

1. Baseline drug test prior to assignment to an area where employees will be or may be exposed to hazardous substances or health hazards.
2. At least once every twelve (12) months thereafter unless the employee's attending physician believes a longer interval is appropriate, but not to exceed biannual exams.
3. At termination or reassignment to an area where exposure will not occur if the employee has not had an examination within the preceding six (6) months.
4. As soon as possible after notification that signs or symptoms indicating possible overexposure have developed or, an injury has occurred or exposure above the permissible exposure limits or published exposure levels has occurred in an emergency situation.
5. Where the employee's attending physician determines that examinations on a basis more frequently than that outlined above are medically necessary.

The test will be done at City's expense and on City time.

D. **Prohibited Conduct:** The following conduct is prohibited, except when the following conduct is part of the work being performed with approval of a supervisor:

1. The buying, selling, providing, or possession for the purpose of buying, selling or providing controlled substances, including marijuana while on City property or in City vehicles or equipment or during work hours, including paid/unpaid rest and meal periods.
2. Being at work under the influence of alcoholic intoxicants, or consuming alcoholic intoxicants while in City vehicles or equipment at anytime or on City property during work hours, including paid/unpaid rest and meal periods.
3. Being at work with a blood alcohol content that reaches or exceeds .02% by weight of alcohol in the blood.
4. In the event that the City wishes to call out an employee to perform additional duties and the employee has consumed intoxicants, the employee will notify their supervisor as to the amount of intoxicants the employee has consumed, and the

City will decide whether the employee will be called out to perform additional duties.

5. Possession of any controlled substance, including marijuana (but excluding any substance lawfully prescribed under both state and federal law for the employee's use which has not been obtained for the purpose of abuse), while on City property or in City vehicles or equipment at any time during work hours, including paid/unpaid rest and meal periods. However, this excludes substances that have been legally prescribed for an employee's own use.
6. Being at work under the influence of any controlled substance, including marijuana, or having such substances "present in the body" (excluding any substance lawfully prescribed under both state and federal law for the employee's use which has not been obtained for the purpose of abuse) while on City property or in City vehicles or equipment at any time during work hours, including paid/unpaid rest and meal periods. An employee has a controlled substance "present in the body" when the employee tests "positive" in any blood or urine test administered. An employee shall be deemed to test "positive" for cannabinoids (marijuana or hashish) if their urine test indicates 50 or more nanograms THC metabolites/ml. However, this excludes substances that have been prescribed for an employee's own use.
7. Abusing any substance which is lawfully prescribed by regularly taking it in excessive quantities or by unlawfully obtaining it for purposes of abuse.

E. Under the Influence: The term "under the influence" of controlled substances, including marijuana or alcoholic intoxicants, covers not only all the well-known and easily recognized conditions and degrees of impairment and intoxication, but any perceptible abnormal mental or physical condition which is the result of indulging to any degree in controlled substances, marijuana or alcoholic intoxicants which perceptibly tend to deprive the use of that clearness of intellect and control the employee would otherwise possess. Without limiting the foregoing:

1. An individual is considered to be "under the influence of intoxicants" when the individual's blood alcohol content exceeds .02% and for the purposes of this Article a test result with a blood alcohol content exceeding .02% is considered a positive test.
2. An individual is considered to be "under the influence of a controlled substance" when a detectable amount of a controlled substance is found in the individual's body.

F. Discipline and Other Action:

1. Except as described in paragraph 2 of this Article, prohibited conduct described in Section D1, D4 and D5 above shall result in termination. Prohibited conduct described in Sections D2, D3 and D6 shall result in actions specified in Section G below.

2. Employees found to have committed prohibited conduct described in Section D5 as a direct result of undercover police work assignments shall be subject to the requirements of Section H of this Article.

G. Mandatory Testing:

1. All employees shall have a number controlled by a testing service with SAMHSA/NIDA certified lab, testing and Medical Review Officer (MRO) capabilities, which shall be placed in a pool for anonymous random selection. Each employee shall have an equal chance of being selected in each random selection incident. The City shall conduct up to four (4) random tests per year. However, only one (1) random test may be conducted each calendar quarter of the year. The results shall be reviewed by a Medical Review Officer, which shall be shared only with the employee and the CITY Risk Manager, or their designee, who shall notify the department of violations. The random testing by urinalysis shall be given for the following controlled substances to up to fifty percent (50%) of the employees per year: Marijuana, Cocaine, Opiates, Phencyclidine (PCP) and Amphetamines.
2. Where the City has reasonable suspicion to believe that an employee is under the influence of any alcoholic intoxicants or controlled substances, including marijuana, or has a controlled substance, including marijuana, present in the body, the City may require that the employee immediately consent and submit to field impairment tests, blood, urine or intoxilyzer test. The City shall pay for the costs of the tests.
3. A refusal to consent and submit to any of these tests specified in parts 1 or 2 above shall subject an employee to immediate termination. Submitting to a urine test includes the employee providing a valid, non-diluted and unadulterated sample of their own urine, and the test is not completed until a valid sample is provided.
4. When the employee is notified that they are required to consent and submit to such tests, or searches as described in Section J of this Article, they may request the presence of a Union representative to witness the tests or searches. The test or searches may not be unduly delayed in order to wait for a representative. The absence of a representative shall not be grounds for the employee to refuse to consent and submit to such tests or searches. The presence of a representative shall not disrupt or interfere with the tests or searches.
5. Before a supervisor, acting on behalf of the City under this policy, may require an employee to consent and submit to any test(s) specified in this section, the supervisor must first obtain concurrence from the Chief of Police or designee that the information available to the City about the subject employee is sufficient to determine reasonable suspicion that prohibited conduct will be established as a result of such test(s).

6. The employee shall give consent to a blood, urine or intoxilyzer test by signing a consent form. The form shall contain the following information:
 - a. Employee's consent to release test results to the City;
 - b. The procedure for confirming an initial positive test result for a controlled substance, including marijuana;
 - c. The consequences of a confirmed positive test result for a controlled substance, including marijuana;
 - d. The consequences of a positive test for alcohol, including one at or above 0.02%;
 - e. A listing provided by the employee of legally prescribed and over-the-counter medications which may be in the employee's body;
 - f. The right to explain a confirmed positive test result for a controlled substance, including marijuana, or a positive test for alcohol;
 - g. The consequences of refusing to consent to the blood, urine or intoxilyzer test.
7. In the event that the blood or urine test results are positive for controlled substance(s), including marijuana, the City shall require that a second confirmatory test from the same sample be conducted, using gas chromatography mass spectrograph techniques or equivalent, which also must be positive before concluding the employee has such substance(s) present in their body.
8. If a blood or confirmed urine test is positive, the City will instruct the laboratory to retain the blood or urine sample for a period of not less than 30 calendar days from the date the tests are complete for the purpose of allowing the employee to conduct an independent test at their own expense at a laboratory approved by the City.
9. The procedure followed under this Article to obtain, handle and store blood and urine samples and to conduct laboratory tests shall be documented to establish procedural integrity and chain of evidence. Such procedures shall be administered with due regard for the employee's privacy and the need to maintain the confidentiality of test results to an extent which is not inconsistent with the needs of this Policy. The employee shall be notified of the results of all tests conducted pursuant to this policy.

H. Consequences of Test Results:

1. Test results which do not positively establish that the employee has engaged in prohibited conduct as described in this Article shall result in no further action against the employee related to an alleged violation of those sections. The employee shall be informed of such test results.
2. If an employee, who has not previously committed prohibited conduct specified in this Article as a direct result of undercover police assignments referenced in Section F2, is found to have committed such prohibited conduct, the employee shall immediately submit to a medical evaluation by a doctor selected and paid by the City. The evaluation will determine the extent of the employee's use of, and dependence on, the applicable substance(s) and, if necessary, recommend an appropriate program of treatment, including but not limited to rehabilitation and counseling to prevent future use. If a program of treatment is recommended by the doctor, the employee shall enroll in immediately. Failure by the employee to enroll in the recommended program or to complete it successfully shall result in their termination from employment.
3. If an employee has previously committed prohibited conduct specified in this Article as a direct result of undercover police work assignments, and subsequently is found to have committed such prohibited conduct a second time within three years, they shall be terminated. The level of discipline imposed for subsequent instances of such prohibited conduct beyond three years may be termination but shall be determined on a case by case basis.
4. If an employee tests positive for alcohol or the improper use of controlled substance(s) that is a violation of this Article, and their employment is maintained with the City, the employee will be required to participate in an evaluation with a Substance Abuse Professional (SAP). The employee will be required to follow the recommendations of the SAP counselor. The employee is responsible for the cost associated with the evaluation and treatment recommended by the SAP. The employee may submit the expenses through the employee's health plan. The City may offer the employee a Last Chance Agreement (LCA). Return to work will be contingent upon signing and following the terms of a Last Change Agreement (LCA). The LCA will typically be a term of two (2) years but may vary based on the recommendations of the SAP, and will include random testing, agreement to comply with the terms of a treatment program, and a commitment to comply with the terms of this substance abuse Article. The LCA is not in lieu of any appropriate disciplinary action.
5. The terms of any LCA involving an employee represented by the Union, in addition to being agreed upon by the subject employee, must also be agreed upon by the Union.

I. Voluntary Rehabilitation:

1. The primary objectives of the City's drug and alcohol policy are to maintain employee performance and good health and a safe work environment. If, prior to

a requirement by the City that the employee submit to any of the tests specified in Section G of this Article, the employee notifies a supervisor that they have drug or alcohol problems that require treatment, then in that event the employee shall immediately submit to a medical evaluation by a doctor selected and paid by the City and shall enroll in a treatment program recommended by the doctor.

2. If an employee has previously enrolled in voluntary rehabilitative treatment described in sub-section 1 and subsequently again volunteers for such treatment in advance of being required to submit to any of the tests specified in Section G of this Article, then the employee shall immediately submit to a medical evaluation by a doctor selected and paid by the City and shall successfully complete the treatment program recommended by the doctor. If the employee fails to complete the treatment program successfully, they shall be terminated.

J. **Searches:** The City reserves the right to conduct searches for any reason of City equipment or facilities generally; and may search anything or area in which the employee has an expectation of privacy (i.e. desk or locker or clothing or personal property) to the extent permitted by the law. Refusal by the employee to submit to a lawful search shall result in termination.

K. **Consequences of Search Results:**

1. Searches which do not reveal the presence of alcohol or controlled substances, including marijuana (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse), shall result in no further action against the employee related to an alleged violation of Section D4. The employee shall be informed of such search results.
2. Searches which reveal the presence of alcohol or controlled substances, including marijuana (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse), shall result in those consequences specified in Sections F or H2 and H3 as though a positive blood or confirmed urine test had been administered.

L. **Supervisor Training:** The City recognizes that, in order to administer the standards and procedures set forth in this Article fairly and to minimize the possibility of unwarranted testing and searches, supervisory personnel should receive training in how to recognize and deal effectively with substance abuse in the work place. Accordingly, the City will provide such training to supervisors before the requirements of this Article are implemented and enforced.

M. **Prescribed Medications:** An employee utilizing any prescribed medications or controlled substances that may affect their ability to safely perform assigned duties must immediately report this treatment to their supervisor. In the event there is a question regarding an employee's ability to safely perform assigned duties, the employee shall be responsible for receiving clearance from the employee's physician.

For the purpose of this Agreement, under no circumstances shall the use of marijuana constitute the use of medication under this Section. The lawful use of prescription medications is not grounds for disciplinary action by itself; however, failure to follow the reporting procedure may subject an employee to disciplinary action. Employees may also be disciplined for using medication that is unlawfully obtained, or for use that is inconsistent with the prescription or label. Failure to report the use of a prescribed medication or a controlled substance which the employee has been informed may affect their abilities to safely perform assigned duties may subject an employee to disciplinary action.

- N. **Use of Over-the-Counter Medications:** The use of over-the-counter medications are in no way prohibited. An employee ingesting an over-the-counter medication in doses that may affect their ability to safely perform assigned duties must report the use of the over-the-counter medication to their supervisor. There will be no discipline to an employee who reports to their supervisor the use of an over-the-counter medication which the employee feels may affect their assigned duties. Protected use of over-the-counter medication shall not include the use of “designer drugs” not approved by the U.S. Food and Drug Administration, or the abuse of over-the-counter drugs. Failure to report the use of an over-the-counter medication which affects an employee’s ability to safely perform their duties may subject the employee to disciplinary action.

ARTICLE 40 AMENDMENT PROVISION

This Contract is subject to amendment, alteration, or addition only by subsequent written agreement between and executed by the City and the Union, where mutually agreeable.

ARTICLE 41 SAVINGS CLAUSE

If any article or section of this Contract or any addition thereto should be held invalid by operation of law, or by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal authority, the remainder of this Contract and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**ARTICLE 42
TERM OF CONTRACT**

The provisions of this Contract shall be effective as of July 1, 2024, and shall remain in full force and effect until June 30, 2027. The parties shall commence negotiations for a successor contract no later than November 1, 2026. The Contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed this _____ day of _____, 2024.

SALEM POLICE EMPLOYEES' UNION

CITY OF SALEM

BY: _____
President

BY: _____
City Manager

Bargaining Union Member

Human Resources Director

Bargaining Union Member

Chief of Police

APPENDIX "A"
SPEU GRIEVANCE

GRIEVANT NAME(S) AND CLASSIFICATION(S): _____

NAME AND TITLE OF SUPERVISOR: _____

DATE OF OCCURRENCE AND/OR FIRST KNOWLEDGE OF IT: _____

CONTRACT ARTICLES VIOLATED: _____

STATEMENT OF FACTS GIVING RISE TO THE GRIEVANCE: _____

REMEDY REQUESTED: _____

Grievant(s)

Date Submitted: _____

cc: Chief of Police
Human Resources Director

APPENDIX “B” SPEU SALARY ADJUSTMENT

**01 SPEU
01-Jul-2024 thru 30-Jun-2025
5% Salary Adjustment
4% Market Adjustment**

DRAFT

Class Title	Grade	HOURLY WAGE							MONTHLY SALARY						
		1	2	3	4	5	6	L7	1	2	3	4	5	6	L7
Police Lab Tech..01..426.	01.E24	43.71	45.90	48.20	50.61	53.14	55.80	57.47	7,576.40	7,956.00	8,354.67	8,772.40	9,210.93	9,672.00	9,961.47
Corporal..01..418.	01.E16	39.50	41.48	43.55	45.73	48.02	50.42	51.93	6,846.67	7,189.87	7,548.67	7,926.53	8,323.47	8,739.47	9,001.20
Police Officer..01..411.	01.E12	37.61	39.49	41.46	43.53	45.71	48.00	49.44	6,519.07	6,844.93	7,186.40	7,545.20	7,923.07	8,320.00	8,569.60
Police Comm Svcs Officer, Senior..01..414.	01.E06	29.94	31.44	33.01	34.66	36.39	38.21	39.36	5,189.60	5,449.60	5,721.73	6,007.73	6,307.60	6,623.07	6,822.40
Police Comm Svcs Officer..01..413.	01.E02	19.09	20.04	21.04	22.09	23.19	24.35	25.08	3,308.93	3,473.60	3,646.93	3,828.93	4,019.60	4,220.67	4,347.20
SPEU, Part Time Exempt															
Auxiliary Officer..18..443.	18.L97						48.00							8,320.00	

L7 is achieved after one hundred twenty (120) months of continuous service with the Salem Police Department

01 SPEU
01-Jul-2025 thru 30-Jun-2026
4% Salary Adjustment

DRAFT

Class Title	Grade	HOURLY WAGE							MONTHLY SALARY						
		1	2	3	4	5	6	L7	1	2	3	4	5	6	L7
Police Lab Tech..01..426.	01.E24	45.46	47.73	50.12	52.63	55.26	58.02	59.76	7,879.73	8,273.20	8,687.47	9,122.53	9,578.40	10,056.80	10,358.40
Corporal..01..418.	01.E16	41.08	43.13	45.29	47.55	49.93	52.43	54.00	7,120.53	7,475.87	7,850.27	8,242.00	8,654.53	9,087.87	9,360.00
Police Officer..01..411.	01.E12	39.11	41.07	43.12	45.28	47.54	49.92	51.42	6,779.07	7,118.80	7,474.13	7,848.53	8,240.27	8,652.80	8,912.80
Police Comm Svcs Officer, Senior..01..414.	01.E06	31.14	32.70	34.34	36.06	37.86	39.75	40.94	5,397.60	5,668.00	5,952.27	6,250.40	6,562.40	6,890.00	7,096.27
Police Comm Svcs Officer..01..413.	01.E02	19.85	20.84	21.88	22.97	24.12	25.33	26.09	3,440.67	3,612.27	3,792.53	3,981.47	4,180.80	4,390.53	4,522.27
SPEU, Part Time Exempt															
Auxiliary Officer..18..443.	18.L97						49.92							8,652.80	

L7 is achieved after one hundred twenty (120) months of continuous service with the Salem Police Department

APPENDIX “C” Discipline Matrix

		1st Violation	2nd Violation <1 year	3rd Violation < 1 year
Level 1:	Aggravated	Oral Reprimand	Written Reprimand	10-Hour Suspension
	Presumptive	Squad-level Counseling	Oral Reprimand	Written Reprimand
	Mitigated	N/A	Squad-level Counseling	Oral Reprimand

Level 1: Conduct that has or may have a minimal negative impact on operations or the professional image of the Salem Police Department.

- Not prepared for duty
- Failure to maintain equipment
- Use of profanity
- Failure to write a report
- Failure to appear in court
- Minor deviation from directives resulting in a preventable vehicle crash
- Rude or unprofessional behavior

		1st Violation	2nd Violation <1 year	3rd Violation < 2 year
Level 2:	Aggravated	Written Reprimand	10-Hour Suspension	20-40 Hour Suspension
	Presumptive	Oral Reprimand	Written Reprimand	10-Hour Suspension
	Mitigated	Squad-level Counseling	Oral Reprimand	Written Reprimand

Level 2: Conduct that involves a risk to safety, or may have a negative impact on the professional image of the Salem Police Department; or that negatively impacts relationships with other officers, agencies, or the public.

- Deviation from directive resulting in a preventable vehicle crash
- Unexcused tardiness
- Minor deviation from the vehicle pursuit directive
- Neglect or inattentiveness to duty
- Losing or damaging city property
- Failure to activate Body Worn Camera or In-car Video system in accordance with directive
- Offensive or insulting language/behavior to the public or fellow employee
- Unauthorized Sleeping while on duty
- Failure to complete an investigation and mandatory reports
- Improper use of sick leave
- Failure to submit reports as outlined in directives
- Failure to supervise and take appropriate action
- Significant violations of directives resulting in a vehicle crash
- Disclosure of confidential information
- Minor violations of any use of force directives
- Significant violations of vehicle pursuit directive

		1st Violation	2nd Violation <1 year	3rd Violation <5 year
Level 3:	Aggravated	10-Hour Suspension	20-Hour Suspension	80-Hour Suspension to Termination
	Presumptive	Written Reprimand	10-Hour Suspension	20-40 Hour Suspension
	Mitigated	Oral Reprimand	Written Reprimand	10-Hour Suspension

Level 3: Conduct substantially contrary to the mission, vision, and values of the Salem Police Department, or that substantially interferes with the professional image of the department, or that involves a serious risk to the Officer or public safety or intentionally violates department policies and directives.

- Failure to obey a direct and lawful order from a supervisor
 - Absence / leave without prior approval
 - Failure to take action when required
 - Failure to report illegal or detrimental conduct by an employee
 - Accepting gratuities
 - Through carelessness or omission, allowing or creating a false, inaccurate, or misleading report
 - Failure of mandatory drug test
-

		1st Violation	2nd Violation <1 year	3rd Violation < 5 year
Level 4:	Aggravated	Demotion or Termination	N/A	N/A
	Presumptive	40-Hour Suspension	Termination	Termination
	Mitigated	20-Hour Suspension	40-Hour Suspension	N/A

Level 4: Conduct that involves the misuse of authority, unethical behavior, or an act that could result in an adverse impact on an officer, the public, or the professionalism of the Salem Police Department.

- Use of position for personal gain
 - Knowingly giving an unlawful order
 - Driving under the influence of intoxicants (Off-duty)
 - Evidence Tampering
 - Failing to supervise or take appropriate action
 - Retaliation
-

		1st Violation	2nd Violation <1 year	3rd Violation < 2 year
Level 5:	Aggravated	N/A	N/A	N/A
	Presumptive	Termination	N/A	N/A
	Mitigated	80-Hour Suspension or Demotion	N/A	N/A

Level 5: Any violation of law, directive, or policy that could result in death or serious bodily injury, or a willful disregard of the Salem Police Department's mission, vision, and values, or involves any act that demonstrates a serious lack of integrity, ethics, or character.

- Use of deadly force determined to be outside of policy that did not result in death or serious physical injury
 - Significant deviation from policy and or directives during the use of deadly force
 - Any felony conviction
 - Any domestic violence conviction
 - Untruthfulness / Integrity concerns
-

Level 6: Any violation that is covered under the Discipline Matrix found in Appendix A, Oregon Commission on Statewide Law Enforcement Standards of Conduct and Discipline: Guidelines and Rules. February, 2023.

Mitigating Factors:		Aggravating Factors:	
Positive employment history		Prior disciplinary history	
Self-reported the violation		Delay in reporting	
Limited impact upon the mission, reputation, or relationship with the public		Significant impact upon the agency's mission, reputation, or relationship with the community	
Limited nature and extent of property damage or harm		Significant nature and extent of property damage or harm	
Attempt to ameliorate or correct the conduct or behavior		Efforts to conceal or cover up conduct or behavior	
Promptly accepted responsibility		Does not accept responsibility if misconduct is undisputed	
Motivated by public interest or wellbeing of others		Motivated by personal interest or gain	
Attempted to deescalate the encounter		Failed or declined to attempt to deescalate the encounter even though feasible to do so	
Potential for rehabilitation		Low probability or limited potential for rehabilitation	

The nature of the event was unpredictable, volatile, or unfolded rapidly, not allowing time for deliberate action	The nature of the event allowed time for deliberate reflection or action
Extraordinary circumstances or hardships that may be relevant	Victim's vulnerability
The lack of training or experience that is germane to the incident	The presence of training or experience that is germane to the incident
No repeated or other sustained misconduct	Failure to meet documented expectations

MEMORANDUM OF UNDERSTANDING

Amendment

This memorandum of understanding (MOU) is entered into between the City of Salem (City) and the Salem Police Employee' Union (SPEU) regarding Emergency Staffing Pay.

WHEREAS, the Salem Police department is experiencing a staffing shortage due to a combined increase of separations and reduction in new officer applicants. This shortage is causing the Salem Police department to more heavily rely upon overtime coverage to avoid operating below the minimum number of staff needed to safely and efficiently.

WHEREAS, the Salem Police department is committed to maintaining a patrol shift of no fewer than 80 officers.

WHEREAS, the filling of overtime slots has become increasingly challenging; and

WHEREAS, the parties agree to the following outline beginning immediately for Patrol Overtime for Police Officers.

WHEREAS, both parties agree that the intention of this MOU is to assist the Salem Police department with filling vacancies caused by the Salem Police department's existing staffing challenges.

NOW, THEREFORE, The Parties agree as follows:

1. Emergency staffing pay is defined as a "double-time" overtime rate, as opposed to the standard time-and-one-half overtime rate.
2. To be eligible for emergency staffing pay, the individual employee must sign up for an open overtime period, starting a scheduled shift early or hold over after a scheduled shift to fill a staffing related gap.
3. This MOU is not applicable to any other type of overtime.
4. Emergency staffing pay cannot be applied to compensatory time and must be paid out in each pay period earned.
5. Employees' will be compensated at their current rate of pay when receiving Emergency staffing pay. Current rate of pay will include those employees' working in an AIC capacity while working emergency staffing overtime.
6. Employees filling an overtime shift or holding over/starting early (as stated in item #2) on a City Paid Holiday or the actual Holiday will be paid double time and one-half.

7. Existing overtime sign up guidelines will continue be followed.

8. In the event that sufficient personnel do not accept such voluntary overtime and all other methods of assignment have been exhausted, the assignments will be filled by drafting qualified employees in the inverse order of seniority. A drafted employee may be exempted from a given assignment in instances of personal hardship. No employee will be drafted on consecutive shifts and no more than six (6) times in a quarter. These overtime assignments will be for up to four (4) hours in length unless emergency situations occur.

9. The above agreement is not intended to be precedent setting, adopted into policy and/or negotiated into the existing SPEU Labor Management contract. The City of Salem and/or SPEU Management has the right to end this agreement at any date.

Union President Date

Chief of Police Date

Deputy City Manager Date