

## **MEMORANDUM OF AGREEMENT (MOA)**

### **By and between the AFSCME Local 2067 and the City of Salem**

This memorandum of agreement is between the City of Salem (City) and AFSCME Local 2067 (Union) (collectively the "parties") regarding the Police Records Technicians

WHEREAS the City, and Union are parties to a collective bargaining agreement (CBA) currently in effect through June 30<sup>th</sup>, 2024; and

WHEREAS the City and AFSCME temporarily designated Police Records to be in an Emergent Circumstances due to staffing challenges that requires staff to work additional overtime hours to ensure there are staff on all shifts. Staffing levels were initially anticipated to be resolved by July 10, 2022, but will continue past July 10, 2022; and

WHEREAS the Parties mutually desire to determine and set forth temporary policies and solutions to the above-mentioned Emergent Circumstances in order to facilitate orderly completion of Salem Police Department business and the health and welfare of its employees.

NOW THEREFORE the Parties agree to the following:

1. The City and AFSCME will meet near December 8, 2022, to determine if the Emergent Circumstances has been resolved, of if the designation needs to continue. The decision to continue the designation of Emergent Circumstances will be at the sole discretion of the City.
2. Vacation accrual maximums, as outlined in Article 9.4 of the CBA will be temporarily suspended for the Police Records Technicians who have been unable to utilize vacation leave as a direct result of the Emergent Circumstances until December 31, 2022, or vacation requests are no longer curtailed due to the Emergent Circumstances, as determined by the City.
3. Any employee who has exceeded their vacation accruals will have six-months after the lifting of the Emergent Circumstances declaration to use any vacation hours above their cap. On the pay period following the end of the six-month extension allowance, any hours that remain above the cap will be forfeited. Additionally, due to the nature of vacation bidding any employee who has hours above the vacation accrual cap can elect to cash out up to 40 hours of vacation on the first full pay period in June 2023.
4. During the period this Agreement is in effect, the minimum staffing for Police Records will be the following:

Monday through Friday 8:00 – 5:00 three fully qualified (not in training) Police Records Technicians; and

All other days and times, two fully qualified Police Records Technicians; and

On City observed holidays two fully qualified Police Records Technicians being considered minimum staffing.

Staff may be called back into work should there be need for additional resources to help address workload due to high call volumes or information requests; and

Records management may use discretion to have fewer Police Records Technicians working than the above listed minimum staffing. The decision to have fewer on shift will be left to the supervisor or manager on shift in their sole discretion.

Records staff in designated supervisory or management staff will not count towards the Police Records Technician minimum staffing numbers.


5. Police Records Technicians may request leave for the period of time that shifts overlap by contacting the Records Shift Supervisor on duty. Requests may only be made for the day or shift of the request. The on-duty shift supervisor will use discretion to determine if there is sufficient staffing to permit an employee to take time off. Requests for time off will be approved subject to the above criteria, in management’s sole discretion, on a first come, first serve basis.
6. As described by Article 13.10 (c) Police Records Technicians assigned a shift extension resulting in a 12-hour work period for the purposes of the Emergent Circumstances are eligible for swing differential if their work crosses the noon hour. Employees are eligible for the night shift differential if their work crosses midnight.
7. The declaration of Emergent Circumstances will continue until January 31, 2023 or will continue based upon the meeting between AFSCME and Management at the above-mentioned December 8, 2022 meeting.
8. Police Records Technicians and who are designated as trainers and who are selected and serve as trainers will receive 5% of the employee’s base wage when the employee has a trainee and is engaged in training activities with the trainee.


This MOA shall become effective when it is fully executed and shall continue until January 31, 2023, or as agreed in accordance with #7 of this agreement. The parties agree that this agreement is not precedent setting.

ON BEHALF OF CITY OF SALEM

ON BEHALF OF AFSCME LOCAL 2067

DocuSigned by:  
  
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 Krishna Namburi, Director of Employee Services Department

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 Jake Downer , AFSCME Council Representative Local 2067

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 Trevor Womack, Police Chief

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 Kathy Knock, AFSCME President, Local 2067