

**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 Commercial Driver License (CDL) training,

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 desires to facilitate CDL Behind the Wheel (BTW) training so that its employees may earn this credential and fulfill the duties of their positions; and

WHEREAS the Union agrees that it is beneficial for employees to receive and complete their training so that they can earn their CDL while employed with the City

NOW THEREFORE the parties agree as follows:

1. Employees working within the Maintenance Operator I (MOI), Maintenance Operator II (MOII), Crew Leader, Project Leader I/II, Tree Trimmer, Senior Fleet Technician and Parks Maintenance Operator (PMO) classifications who meet the Federal Motor Carrier Safety Administration (FMCSA) eligibility requirements to be a CDL behind-the-wheel (BTW) instructor may be assigned by a supervisor or manager, in the City's sole discretion, to provide BTW training or related instruction activities.
2. The City agrees to follow a rotational master list for general BTW training purposes made from CDL trainer volunteers. This master list will be based upon seniority and the operational needs of the work section or group as determined by management; however, when impromptu opportunities arise for training, sectional training list(s) will be followed for short-term training periods per scheduled shift unless agreed to by management and AFSCME.
3. Employees selected and trained to be a BTW trainer will receive five percent (5%) of base pay for time actively engaged in BTW training while the trainee is present. When the trainer is not engaged in BTW training, trainer will resume their regular rate of pay.


This MOA shall take effect upon signing by all parties and shall remain until a successor agreement is negotiated. The parties agree that this agreement is non-precedent setting.

ON BEHALF OF CITY OF SALEM

ON BEHALF OF AFSCME LOCAL 2067

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 Krishna Namburi, Director of Employee Services Department 9/12/2022

DocuSigned by:  
  
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 Kathy Knock, AFSCME President, Local 2067 9/13/2022

DocuSigned by:  
  
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 Jake Downer, AFSCME Council Rep. 9/13/2022