

MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding (MOU) is entered into between the City of Salem (City) and the 911 Professional Communication Employees' Association (PCEA).

The desire of the City with this MOU is to minimize mandatory overtime of PCEA members during their scheduled three (3) days off by scheduling every employee an additional eight (8)-hours of overtime during the city's calendar workweek.

The parties agree to the following outline of a trial beginning January 8th, 2023, for Call Takers (CT) and Communications Specialists I, II, and III (CSI, CSII, CSIII). Both parties will review this trial monthly:

1. The following staff: CT, CSI, CSII, and CSIII will transition to a pre-scheduled forty-eight (48)-hour workweek. This will include forty (40)-hours of straight time paid at their regular rate of pay (1.0) and eight (8)-hours of built-in overtime paid at one and one-half (1.5) times their regular rate of pay.
2. During the employees' workweek, which, for the purpose of this MOU will consist of the employees four (4) workdays and three (3) days off, employees will not be subjected to mandating on their scheduled three (3) days off if the employee worked all their eight (8)-hours of pre-scheduled mandated OT (MOU OT.)

Unless:

- a. WVCC is operating under the "Emergency Operations" clause defined under Article 13.12 within the PCEA agreement.
 - b. The employee does not work the entire eight (8)-hours of MOU OT in the above defined workweek.
 - i. This will not include scheduled leave (vacation days or random days).
3. Employees who have not worked their eight (8)-hours of MOU OT for the workweek will be the employees that are mandated first (1st) on one (1) of their three (3) days off if mandating is necessary for operational reasons.
 4. Employees will not be mandated for OT periods less than four (4)-hours on their scheduled days off.
 5. Consistent with the previous MOU, Mandated OT will continue to be reduced from twelve (12)-hours to ten (10)-hours per week, but employees will not be mandated unless one of the items listed in #2 are met

6. Two (2)-hour blocks of OT will be offered.
7. Any leave requested by the employee during their forty (40)-hours of straight time during a workweek will be debited from the employees leave banks as appropriate. If in an approved leave status employees will not be required to use accruals for the eight (8)-hours of MOU OT.
8. Trades will be allowed as defined in the PCEA Article 13.15 and must include the two (2)-hrs. of MOU OT.
9. The above agreement is not intended to be precedent setting, adopted into policy and/or negotiate into the existing PCEA Labor Management contract. This agreement can be ended at any date if mutually agreed upon by both parties.

DocuSigned by:
Lisa Breitbart 1/13/2023
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On behalf of PCEA Date
Lisa Breitbart, President

DocuSigned by:
Krishna Namburi 1/12/2023
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On behalf of the City of Salem Date
Krishna Namburi, Deputy City Manager

DocuSigned by:
Mike Niblock 1/13/2023
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On behalf of the City of Salem Date
Mike Niblock, Fire Chief