

MEMORANDUM OF AGREEMENT (MOA)

By and between PCEA and the City of Salem

This memorandum of agreement is between the City of Salem (City) and Professional Communication Employee Association (Union) (collectively the "parties") regarding Paid Leave Oregon,

WHEREAS the City, and Union are parties to a collective bargaining agreement (CBA) currently in effect through June 30th, 2023; and

WHEREAS the Union agrees that it is beneficial for employees to receive and have the employee portion of the contribution to Paid Leave Oregon covered by the City of Salem;

NOW THEREFORE the parties agree as follows:

1. Effective January 1, 2023, the City shall cover the employees' portion of the contribution to Paid Leave Oregon in the amount of 60% and the 40% of the employer portion of 1% of each employees' annual salary, which are capped at \$132,900, along with the employer's portion of the contribution.
2. If the employer covers the employee portion of the 1% contribution, that payment is taxable and will be properly recorded and taxed on employee statement of earnings and subsequent W2's.
3. Use of the Paid Leave Oregon benefit will begin in September 2023. It is the City's expectation that employee follow the notification rules as outlined by the State, providing 30-day notice for leaves that are known in advance and 24-hour notice for those that are emergent.
4. The City will run Paid Leave Oregon leave concurrent with other protected leaves as allowed by law.
5. Employees will be allowed to use 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. This supplemental payment may be one pay period behind.
6. This MOA shall take effect on the first January 1, 2023 and shall remain until a successor agreement is negotiated.

7. 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 60% of 1% of wages as described in #1 above. The parties agree to commence bargaining to negotiate terms to replace this MOA upon adoption of the revised contribution obligations. Such bargaining shall be subject to the provisions of ORS 243.698.
8. The parties agree that this agreement is non-precedent setting.

ON BEHALF OF CITY OF SALEM

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X *Krishna Namburi* 1/12/2023
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Krishna Namburi, Deputy of City Manager

ON BEHALF OF PCEA

DocuSigned by:
X *Lisa Breitbach* 1/13/2023
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Lisa Breitbach, President

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X *Mike Niblock* 1/13/2023
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Chief Niblock, Salem Fire Chief