COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF SALEM

AND

THE SALEM POLICE EMPLOYEES' UNION

FISCAL YEARS 2011 - 2014

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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, and Police Laboratory Technician and Part Time non-career employees in the classifications: Community Service Officer, Custody Officer, and Special Investigator. 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. Appendices related to Custody Officer, Community Service Officer, and Special Investigator are attached and are hereby incorporated.

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.

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. Each employee shall, within thirty (30) calendar days of the execution date of this contract or within thirty (30) calendar days of the employee's date of hire, whichever is later, have deducted from the employee's monthly pay by the City a fair share assessment in an amount determined by the Union in accordance with State law.

B. Such a deduction shall constitute the employee's dues if the employee is a member of the Union or shall be the employee's fair share fee/payment in lieu of dues. 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 deduct and disburse dues and fair share fees as provided herein to the Union bi-weekly by one check sent following the deductions. Payments to an approved charity as provided herein shall be deducted and made separately to the designated charity within the same time limits as dues and fair share fee deductions are made. Fair share fees shall be used for contract negotiations and administration per ORS 243.650 (18).

   Any employee, who objects to fair share service fees, shall be afforded: (1) an adequate explanation of the basis for such fees, (2) the union will provide such employees with a reasonable prompt opportunity during which they may challenge the amount of the fees before a neutral decision maker, (3) the union must establish an escrow account for the amounts reasonably in dispute while such challenges are pending.

D. Any employee objection to the fair share fee based upon a lawful religious objection will require the employee to inform the City and the Union in writing of the objection. Upon receipt of the written objection, the City shall be required to continue to make the fair share fee deductions from that employee's pay but to hold the deductions apart from the aggregate deductions sent to the Union until the employee and Union identify in writing to the City to which charity the reserved and future deductions should be sent. The objecting employee and Union will be obligated to meet or

communicate with the Union and identify a mutually agreeable charity to which the City will be authorized to send the objecting employee's fair share fee deductions.

E. 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.

F. The union may grieve any failure by the City to meet its obligations under this Article, provided, however, no grievances shall be permitted over any dispute between an employee, the City, or the Union concerning any of the provisions of Section D. 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.

G. 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 his or her 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, 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 during the upcoming negotiations.

B. Upon sufficient notification, the Chief of Police 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 one hundred fifty (150) hours per contract year. Granting of time off by the City shall be subject to the Police Department's reasonable operating needs.

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 lot at the time of hire. 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 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.

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 his or her 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.

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.

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 workweek shall consist of forty (40) hours, based on a fifty-two (52)-week 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.

   For the purpose of providing 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 (1½) the regular rate of pay for all hours worked in the second (2^{nd}) 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 (e.g., 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 call-back provision described I Article 13(D)(1). The City may be exempted from the requirements of this provision for the S.W.A.T. Team, Tactical Negotiations Team, Mobile Response Team (M.R.T.), Hazardous Device Team, and Police Service Dog 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 watch.

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. The City shall designate the starting and ending times of each alternative work schedule for Youth Services Unit officers. Selection shall be by an assigned group of schools and may not be changed during the school year without approval of the designated supervisor. If officers are replaced or substituted for during the year, the schedule for the designated school(s) will normally be maintained.

G. Officers while assigned to uniform enforcement, subject to radio dispatch and/or emergency response will be provided a thirty (30) minute paid lunch. Such units include Patrol Field Operations, Traffic Control Unit, Downtown Enforcement Team, Youth Services, Gang Response Team, Drug Activity Response Team and CIS. Employees assigned to other specialty assignments will be allowed a thirty (30) minute unpaid lunch.

H. 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.

I. 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.

J. **K-9 Schedules.** A K-9 unit consists of an officer and a dog. Dogs assigned to an officer are boarded at the designated officer's home.

K-9 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 K-9 officer's normal work schedule. To compensate for this, the K-9 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 K-9 unit officer who is paired with a dog shall receive 5% extra duty pay as outlined in Article 16 to compensate for the routine care of the dog during the officer's days off. The extra duty pay for a K-9 unit officer shall continue as long as the officer is assigned to the K-9 unit and is providing the City directed care for the dog, to compensate for a 41 ½ hour work week.

Time spent in the above-listed activities is hours worked under the Fair Labor Standards Act (FLSA).

For K-9 related training purposes only, specific starting and ending times of the K-9 unit work shifts will be designated by the City based upon operational needs. Hours worked in law enforcement activities by K-9 unit officers beyond their designated nine and one-half (9 ½) hour 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.

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, or more than forty (40) hours per work week. 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 (1½) 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. Call backs 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 during non-work hours, which are assigned by the City, the employee shall be compensated.

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

   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 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.

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.

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 (100) 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 (10.10) 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 and/or "outside work" 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 and/or "outside work" 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 his 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 call back compensation.

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 SCHEDULE 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.

ARTICLE 16
PREMIUM AND EXTRA DUTY PAY

A. Premium Pay **-** Premium pay shall be defined as being two and one-half percent (2½ %) of each assigned employee's base wage. (Additional reference in Article 12(E) and 32(B).)

1. Sworn employees in the below listed assignments shall receive premium pay for all hours.

    a. Criminal Investigations Section (CIS)
    b. Traffic Control Unit (TCU)
    c. Street Crimes Unit (SCU)
    d. Drug Activity Response Team (DART)
    e. Gang Response Team (GRT)
    f. Drug Enforcement Unit (DEU)

2. Those employees receiving premium pay shall be required to reasonably respond to callbacks, and be available for all pages 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 pages, as determined by the

City, shall subject the employee to discipline as defined in Article 37, 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. SWAT - Employees assigned to the SWAT team shall receive extra duty pay of two and one-half percent (2 ½%) of their base wage for all hours.

2. Hazardous Devices Team – Employees assigned to the HDT team shall receive extra duty pay of two and one-half percent (2 ½%) of their base wage for all hours.

3. Field Training Officer - Employees who are selected and trained as Field Training Officers (FTO) will receive 5% 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 5% 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 5% differential only for the shift(s) during which the reserve officer is physically on duty and in training.

4. Bilingual Compensation - An employee who is determined to be fluent in an eligible language, as determined by the City (e.g., American Sign Language, Spanish, Russian, or an appropriate Asian dialect) 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.

5. K-9 Compensation - An employee who is selected as a K-9 officer and who is paired with a K-9 shall receive five percent (5%) per month of the employee's base wage.

6. Police K-9 Decoys – Effective January 29, 2009, K9 decoy officers shall receive 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.

7. Tactical Negotiations Team (TNT) – Effective July 1, 2013, employee assigned to the TNT team shall receive premium pay of two and one-half percent (2 ½%) of their base wages for all hours.

C. The City and Police Department agree that written notice and bargaining with the SPEU, 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 which includes a basic liberal arts curriculum from an accredited college or university.

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) which includes a basic liberal arts curriculum from an accredited college or university.

3. Holds an Associate degree in Police Science or field related to police work.

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.)

Officers who received the four percent (4%) incentive pay as of November 17, 1988, shall continue receiving such pay throughout the term of this Agreement.

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 with a minimum of forty-five (45) credit hours of course work in a police-related field (must be able to register in an accredited college as a Junior or higher); or

b. an Associate degree in Police Science or a field related to police work; or

c. 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. 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 attached to this contract as Appendix K and Appendix L.

PRESCRIPTION BENEFITS:

Retail	
Co-pay for Generic prescription	$10.00
Co-pay for Preferred prescriptions	30% (min $25/max $55)
Co-pay for Non-Preferred prescriptions	30% (min $45/max $75)

(This price will be for a thirty (30) day supply)

Mail Order	
Co-pay for Generic prescription	$20.00
Co-pay for Preferred prescription	30% (min $50/max $110)
Co-pay for Non-Preferred prescription	30% (min $90/max $150)

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

Maintenance of insurance benefits without reference to a fixed contribution amount shall be the status quo during negotiations for a successor agreement.

If, during the terms of this contract, the City offers a High Deductible – Medical Base Plan with a High Deductible (HDHP) and a Health Saving Account (HSA), as an additional plan, employees will have the option of participating in this plan.

At the discretion of the employee, in lieu of coverage provided by the City's self-insured medical health plan provided in (2) above, 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 plan pursuant to (2) 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 Permanent 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.

B. **Life Insurance**

The City will provide each employee with a $40,000 term twenty-four (24) hour life insurance coverage.

C. **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 percent (60 %) 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) days have elapsed from the time of a non-occupational injury or illness and one hundred eighty (180) 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 his or her 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 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 and, by the use of examples, will attempt to simplify the employee's rights and responsibilities in each case. The Union will be given an opportunity to review the explanation and comment on it prior to its distribution.

D. **Retired Employees**

Members of the bargaining unit who retire shall be eligible to purchase City medical insurance benefits. 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 who purchase City medical insurance benefits will have the option of making their monthly premium payment to the City via electronic funds transfer (EFT) once the City provides that service.

E. **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 Administrative Service Organization (ASO) designated by the City to process such claims. Claims will be submitted on forms provided by the City through the ASO 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 ASO on a claim for benefits, the employee must petition the ASO for a review of the claim decision within sixty (60) days after the ASO's written decision sought to be reviewed has been delivered to the petitioner or mailed to the petitioner at the last known address. The ASO 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, the disputed claim may be submitted at the option of the petitioner to binding arbitration, by so advising the ASO in writing within sixty (60) days. A panel of three (3) persons shall arbitrate the disputed claim: one (1) arbitrator chosen by the City, another chosen by the petitioner, and the third, who shall serve as chairperson, shall be selected by the first two (2) arbitrators. If the claim is for less than $10,000 and the parties agree, a single neutral arbitrator may hear this dispute. A majority decision of the arbitration panel shall be binding on the City, the petitioner and the ASO. The selection of the arbitrators shall be done in an expeditious manner. The cost of the services of the arbitration chairperson shall be as distributed by the arbitration panel, while the costs of the City and the petitioner arbitrators shall be their respective responsibility.

F. **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. Part-time career employees may participate in a special group policy arranged by the City to provide medical and dental benefits. The City will pay a proportion of the part-time employee's monthly premiums for the special policy 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 occupied part-time position is established by the City as a 0.5 FTE position (half-time), then the City will pay fifty percent (50%) of the monthly special group premium or fifty percent (50%) of the maximums listed in this Article, whichever is less, for the part-time employee.)

ARTICLE 19
ON-THE-JOB INJURY PROTECTION

A. 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 regular salary and injury time loss payments for a period of one hundred and eighty (180) calendar days beyond the date of the injury or illness.

However, for the purposes of this section, an injury or illness which is determined to be an aggravation of a prior injury or illness under Oregon's Workers' Compensation laws or regulations will not be considered a new injury or illness and benefits under this section will be paid only to the extent they are available to the employee under the original injury. Any authorized time loss resulting from the aggravation, or reoccurrence, shall be limited to the period remaining from the original maximum of one hundred and eighty (180) days which were not used at the time of injury. An employee may utilize any remaining injury leave under this section if an aggravation or deterioration of the original condition occurs, regardless of the amount of time that has passed since the original injury.

B. 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.

C. If an employee is off work beyond one hundred and eighty (180) days as a result of a work injury, the employee shall be eligible to apply for long-term disability insurance benefits as provided in this Contract.

D. The employee shall use all accrued holiday time, vacation time, and sick leave after one hundred and eighty (180) days. Health care provider progress reports may be required prior to approval of such payments.

E. Employees may be allowed to work light duty assignments if said assignments are available, within the employee limitations as prescribed by the employee's treating health care provider, and would benefit the department. During such assignments the employee will be permitted up to three (3) hours per day of released time during the shift to undergo health care provider and prescribed physical therapy appointments. Said release time will be charged against the one-hundred eighty (180) days defined under Section A above. If that time has been exhausted, said release time shall be charged to sick leave or made up via extension of the shift. In the latter case, the actual hours of work must be approved by the employee's supervisor. Should such an accommodation be made, it shall not qualify an employee for a "split shift" payment under Article 12.

ARTICLE 20
VACATIONS

A. Employees shall accrue and accumulate vacation leave at the following rates:

Years of Continuous Service*	Hours per pay period	Hours/Year	Maximum Hours Accumulation
0 through 4 years	3.69	96	192
5 through 14 years	5.19	135	270
15 through 19 years	6.23	162	324
20 or more	6.92	180	360

* As defined in Article 10 C.

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

New employees, during their initial six (6) months of employment shall accrue vacation but shall not be able to use vacation. However, an employee may be granted vacation leave during the probationary period for an emergency situation upon approval of the City. Upon completion of the initial six (6) months of employment, employees will be credited with accrued vacation. Employees who have successfully completed the first twelve (12) months of the probationary period are eligible to take vacation leave with pay. Vacation accrual shall commence on the first (1^{st}) day of the first (1^{st}) 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 four (4) week block. There is no restriction on the number of four (4) 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 four (4) week limit.

D. **Vacation Pay Upon Termination**

An employee who terminates during the initial probationary period shall not be entitled to vacation leave. Those employees who have completed their initial probationary period, have been appointed to career status, and are later terminated from the City shall be entitled to payment for accrued vacation leave. In no case shall payment be for more than the maximum accumulation. In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due to the decedent is paid.

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

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. Independence Day (July 4)
6. Labor Day (first Monday in September)
7. Veteran's Day (November 11)
8. Thanksgiving Day (fourth Thursday in November)
9. Friday after Thanksgiving (fourth Friday in November)
10. Christmas Day (December 25)
11. Floating Holiday – Effective July 1, 2011, and each calendar year thereafter, one (1) floating holiday equal to eight (8) hours, will be granted to each employee effective in the pay period that includes December 1. This additional floating holiday is granted in exchange for the two (2) four (4) hour holidays previously contained in the 2006-2010 Agreement which were available on Christmas Eve and New Year's Eve.

12. 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. 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. On April 30 of each year, or as near to that time as is practical, each employee will be compensated at the regular hourly rate for all holiday time accrued in excess of forty (40) hours. Payment shall be made in the first pay period in May, or the first pay period in July if funds are not available.

ARTICLE 22
PERSONAL LEAVE DAY

A. Employees who have completed five (5) full years of continuous service, (as defined in Article 10C, shall receive one (1) personal leave day with pay per year. If not used, employees will be paid for all time accrued under the procedure set forth in Article 21 D.

B. Employees who recruit new police officers to the Salem Police Department shall receive one (1) day off of their choosing [eight (8) hours or ten (10) hours of personal leave, depending on their assignment]. The day off will be awarded to the employee at the time the recruit officer is sworn in. This day off cannot be cashed in for payment and must be used within one (1) year of the recruit completing probation. 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 (1) day off will be awarded per recruit.

ARTICLE 23
SICK LEAVE

A. Sick leave shall accrue for all employees at the rate of ninety-six (96) hours per year.

B. Use of Sick Leave

1. Employees must use their allowance of sick leave when unable to perform their

work duties by reason of illness or injury, necessity for health care, exposure to contagious disease (under circumstances by which the health of the employees with whom associated, or member of the public necessarily dealt with, would be endangered by the attendance of the employee).

2. Employees who are sick or unable to perform their duties as described above, and have no sick leave accrued shall be considered on unauthorized leave. Other accumulated leaves may be used to cover the time loss, but the leave remains unauthorized.

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, Oregon Family Leave Act and Family Medical Leave remain available to the employee.

5. Employees may use their allowance of sick leave for a serious illness or disability in their immediate families requiring the presence of the employee, for such period as the employee has sick leave credit. For purposes of this section, "immediate family" is defined as mother, father, spouse, sister, brother, children, or other person residing in the employee's immediate household.

6. Disability resulting from pregnancy shall be considered as eligible for sick leave during the period of such time when, by reason of pregnancy or conditions incident thereto, a female employee is unable to report for work and safely carry out her assigned work.

    a. As used in this section, "disabled by reason of pregnancy" includes all the periods in which her treating HCP certifies the mother is not yet substantially restored to a physical condition enabling her to safely and productively carry out her assigned duties.

    b. 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.

    c. At the employee's request, during her pregnancy and/or post partum recovery, the Police Chief may, in his/her discretion, assign the employee to temporary duties of a less strenuous or demanding nature, or part-time work within the department.

7. Health Care Provider (HCP), is defined by ORS 659A.150

C. Pursuant to applicable PERS regulations, 50% of accrued but unused sick leave shall be converted to retirement benefits upon retirement.

D. Sick leave will not be allowed for disabilities resulting from outside employment.

E. Verification of illness by a HCP's certificate may be required by the City when in its judgment overuse, or abuse, of sick leave is a concern and/or the employee's accumulated sick leave balance is less than forty (40) hours after thirty-six (36) months of continuous employment. Abuse 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 illness the City shall pay the cost of the medical 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. Sick Leave Incentive Program.

   1. Full-time employees who use no more than twenty-four (24) hours sick leave in the twelve (12)-month period December 1 through November 30, will receive eight (8) hours of holiday time accrued to their holiday leave balance in the month of December, after all hours worked in November have been paid. This holiday leave may be used for scheduled time off or may be cashed out.

   2. Part-time employees may also participate in this sick leave incentive program. However, the reimbursement for which part-time employees are eligible shall be based upon the proration their authorized FTE bears to a full-time position. For example, the .5 FTE employee shall be eligible for four (4) hours holiday accrual if he or she utilizes no more than twelve (12) hours sick leave in the current twelve (12) month period.

H. Employees who have been placed on Family Medical leave, either by request or by the employer, will be required to use all of their sick leave and then any other types of accrued leave before going on leave without pay.

I. Attached as Appendix "B," the Memorandum of Understanding - Catastrophic Leave – SPEU, is incorporated by reference.

ARTICLE 24
LEAVES OF ABSENCE

A. Leaves of absence without pay for a period not to exceed thirty (30) days may be granted by approval of the City for any reasonable purpose.

B. **Education leave without pay.** A regular employee interested in professional training may obtain 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 and, within thirty (30) days after the beginning of such leave, furnish proof to the appointment officer from the institution attended that the employee is enrolled as a student therein.

C. **Bereavement leave with pay.** In the event of death in the immediate family (husband, wife, domestic partner, mother, father, son, daughter, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, person for whom the employee is legal guardian, or other person residing in the employee's household), the City shall grant sufficient time off with pay upon request to make funeral arrangements when necessary and to attend the funeral. A maximum of five (5) consecutive working days, excluding normally scheduled days off, may be granted when warranted by the situation. Such leave shall not be charged to sick leave accumulation.

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, however, 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 or the Union against the City. (See attached Memorandum of Understanding under D)

An employee on City paid jury duty will be administratively reassigned to day shift while the employee is on such 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 32 A, a delay in the day shift reassignment may be made.

E. 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.

F. Employees shall be allowed to take family leaves in accord with State and/or Federal law. In addition, employees shall be required to use their accumulated sick time, compensatory time, holiday time and vacation time to be charged against the eligible leave(s). (See Memorandum of Understanding regarding court attendance while on Federal Family and Medical Leave, dated January 27, 2003, attached hereto as Appendix "H")

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.
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 agrees to join the Oregon Public Employees' Retirement System effective January 1, 1985. Benefits for current employees shall be determined as if current members had been members from the later of six (6) months after date of hire, or July 1, 1973. Benefits available to employees shall be those mandated by ORS

237.350 to 237.980. Except as otherwise provided in paragraph B of this Article, additional retirement benefits which may be provided voluntarily by a public employer are not included.

B. The City will pay the six percent (6%) of the employees' contribution of PERS (PERS pick-up). From January 1, 2003, to the last preceding day of the first pay period when the City begins payment of the employees contribution of PERS, current employees will receive a one time payment in- lieu of any payment the City would have made during this period. The one time amount shall be derived by dividing the amount that would have been paid for the PERS pick-up by the number of current City employees. This money shall not increase the attached base pay.

C. The City terminated the Great West Life Assurance Plan, #71661GP (G-Pac) for current employees or terminated vested employees on December 31, 1990, with the following provisions:

1. Individual account balances and interest earned as of December 31, 1990, for current City of Salem employees who participated in the G-Pac Plan, will be transferred to OPERS. The transferred money will be placed in each individual member's account effective January 1, 1991. Employees will be given credit for current years of service under OPERS for all contributory periods (months/years) while a participant of G-Pac.

ARTICLE 27
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 $24 per pay period for such assignment.

ARTICLE 28
DEFERRED COMPENSATION

The City agrees to make a deferred compensation program available to employees who wish to contribute through payroll deductions.

ARTICLE 29
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. 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 shall be remedied immediately upon notice. If the request is denied under the above criteria, the employee may be subject to discipline.

ARTICLE 30
MILEAGE AND PER DIEM ALLOWANCE

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

ARTICLE 31
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.

B. <u>Step 1</u>

The grievant shall submit the written grievance to the grievant's immediate supervisor, with a copy presented to the Union 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 C, 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 supervisor 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 supervisor 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 grievant's immediate supervisor and the grievant. 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

1. 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.

   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 his designee of the open grievance within sixty (60) calendar days of the original filing. IF the Union does not notify the Chief or his designee within the sixty (60) days, the grievance shall be deemed abandoned.

ARTICLE 32
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 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 specialty assignments identified in Article 16, Section A of this Agreement and Youth Service Unit 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 Patrol Division, Field Operations section, 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. 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.

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: SWAT, hostage negotiators, hazardous devices, K-9 officers 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 it shall be the date the employee was sworn in to be a police officer;
   b. For corporals it shall be the most recent date the employee was promoted to corporal.

5. The present practice of rotating days off for a 4-10 schedule will continue.

6. 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 SOP 2.11 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 SOP 2.11 assignment period lengthened so as to ease initial transition and avoid continuity problems.

7. 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

8. Subject to the reasonable operating needs of the Department, employees will be permitted to arrange shift trades.

9. 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.

10. 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 shift.

c. A member returning to patrol from a specialty assignment or a non-patrol assignment may use their seniority one (1) time to bid to an available open patrol shift.

YSU personnel assigned to patrol shifts for the summer break, as designated by the City, will be allowed to bid based upon their department seniority with Patrol Field Operations. This will take place in the fall of each year, prior to the Patrol Field Operations vacation bidding.

d. 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 SOP 2.11 are not considered voluntary changes for this purpose.

ARTICLE 33
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 compensate for, or provide members of the bargaining unit the same PORAC Legal Defense Insurance plan which they maintained at their expense immediately prior to the ratification of this Agreement.

ARTICLE 34
PROBATION

A. The probationary period for a 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 shall be twelve (12) full months of satisfactory service, as determined by the City.

B. An entry probationary period may be extended by mutual agreement of the City and the Union for the purpose of enabling an employee to meet career status standards; 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 pleasure of the City.

C. 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.

D. During a promotional probationary period, an employee is fully covered by all of the conditions of this Agreement.

E. The parties recognize the City may promote employees in the classification of Police Officer to the classification of Corporal. These promotions shall be made by the City as a result of job-related examination and selection procedures as determined by the City. Upon promotion to a Corporal classification, the Corporal will serve a six (6) month promotional probationary period during which the Corporal shall demonstrate to the satisfaction of the City fitness for such classification. The City may extend this probationary period for up to three (3) additional months. After completion of the promotional probationary period, 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.

F. 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 calendar days.

ARTICLE 35
WORKING OUT OF CLASSIFICATION

A. An employee who is assigned to fulfill the duties and responsibilities of a vacant authorized position in a classification higher than the classification the employee permanently holds, or is assigned the duties of an employee in a higher classification who is temporarily absent from his or her job, for one full shift or more than one shift in full shift increments, shall be paid at a pay step in the higher classification's pay range which most closely approximates a five percent (5%) increase above the current pay step in the permanent classification, but in no event higher than the top step of the higher classification's pay range. In special circumstances, a lieutenant may assign an employee to work out of class 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. 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 36
WAGE SCHEDULE

B. The City will contribute one-half of one percent (½%) based upon the employee's rate of pay to the VEBA trust account. This amount, one-half of one percent (½%) shall continue throughout the remainder of this Agreement.

C. Effective and retroactive to July 1, 2011, the salary schedule for the previous fiscal year, July 1, 2010, through June 30, 2011, shall be increased by two percent (2.0%) on each step of that schedule and attached to this Agreement as Appendix "E."

D. Effective July 1, 2012, the salary schedule for the previous fiscal year, July 1, 2011, through June 30, 2012, shall be increased by two percent (2.0%) on each step of that schedule.

E. Effective July 1, 2013, the salary schedule for the previous fiscal year, July 1, 2012 through June 30, 2013, shall be increased by two (2.0%) on each step of that schedule.

F. Also, see Memorandum of Agreement attached hereto as Appendix "F" regarding payroll errors which result in overpayments to bargaining unit members.

ARTICLE 37
DISCIPLINE, APPEALS AND REPRESENTATION RIGHTS

A. The parties agree that discipline may be imposed only for just cause and establishes a right to appeal from discipline. The intent of this Article is to establish a contractual discipline procedure, and specify differences between the procedures.

B. An employee or the employee's representative may inspect the contents 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. Forms of discipline are limited to: oral reprimand, written reprimand, suspension, demotion, pay reduction not to exceed thirty (30) calendar days, or discharge.

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

D. 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.

E. **Appeal of Discipline**

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

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

2. The right to representation arises when the employee requests a representative; the City is not obligated to inform an employee of the right, but shall honor the employee's request for representation if they make such a request. However, 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.

3. Should the City wish to interview an employee regarding an investigation which may result in discipline, it will do the following:

   a. At least twenty-four (24) hours prior to the time of the interview of the employee who is the subject of the investigation, the employee 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 the 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 notice that support the potential violations listed in subsection (a) above.

   b. The employee may choose to waive the twenty-four (24)-hour notice period or the presence of a Union Representative**,** but shall not be coerced or requested by the City to do so.

4. The following procedures will be followed during investigations that could result in discipline:

   a. Either side may tape record the interview if that side desires and, at the request of the other side, will provide a copy of that transcript to the other side at actual cost.

b. The interview may not be unduly delayed awaiting a particular unavailable representative when other suitable representatives are available.

c. The representative will not participate in the interview unless requested by the City interviewer. The representative's function is solely to assist the employee. The City interviewer has no duty to negotiate with the representative.

d. The City interviewer may refuse to allow the presence of a Union representative, thus giving the employee the choice between: (a) having an interview without representation, or (b) having no interview and foregoing the benefits which could be derived from an interview.

e. The employee and the employee's representative shall be permitted to attend an interview subject to this Article without loss of compensation to the extent the interview is held during the affected employee's scheduled duty hours.

f. Interviews will be scheduled during normal City daytime business hours or during the employee's shift at the City's discretion.

g. The employee will be entitled to reasonable intermissions as he/she shall request for personal needs.

5. Personnel files.

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 the contents of the employee's personnel records on the premises of the personnel department upon the employee'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 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 shall be included as a part of the personnel record. If the employee believes that such specific information should be removed entirely from the files, the employee 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 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 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 38
USE OF ALCOHOL AND DRUGS

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.

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 his or her 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 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 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 his or her 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.

8. For purposes of this Article, the term "controlled substance" shall be defined in accordance with ORS 475.005(6).

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.

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. A refusal to consent and submit to any of these tests shall subject an employee to immediate termination.

3. When the employee is notified that he or she is required to consent and submit to such tests, or searches as described in Section J of this Article, he or she 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.

4. 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 supervisor's department head 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).

5. 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 0.2%;

    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.

6. 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.

7. 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 his or her own expense at a laboratory approved by the City.

8. 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 his or her 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, he or she 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.

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 he or she has 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, he or she 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.

ARTICLE 39
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 40
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 41
PHYSICAL FITNESS

The Parties agree that the City will develop a general order regarding physical fitness for all sworn officers. Further, as a part of this general order, the Parties agree that compliance with the standards therein shall be voluntary and that no discipline will be imposed for failing to meet those standards.

In addition, Employees meeting the standards will be eligible for one day off for each time they are tested and meet the standards (no more than two (2) days off per year). This day(s) off must be approved by a supervisor and cannot be cashed in. The day(s) must be used within one (1) year or they will be lost.

ARTICLE 42
TERMINATION

The provisions of this Contract shall be effective as of July 1, 2011, and shall remain in full force and effect until June 30, 2014. The parties shall commence negotiations for a successor contract no later than November 1, 2013. 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 12-14, 2011.

SALEM POLICE EMPLOYEES' UNION

BY: _____
President

_____
Bargaining Union Member

_____
Bargaining Union Member

CITY OF SALEM

BY: _____
City Manager

_____
Human Resources Director

_____
Labor Relations Administrator

Attest:

Kathy Hall 12/14/11
Recorder Date

APPENDIX "A"

MEMORANDUM OF AGREEMENT (MOA)
By and between the
City of Salem/Salem Police Department (City)
And the
Salem Police Employees Union (Union)

Re: Custody Officer

WHEREAS, the City and the Union have a history of written agreements related to the classification known as Transport Officer who perform Union work while not being represented by the Union or a part of the Union. This written agreement has historically been included in the Collective Bargaining Agreement (CBA) between the parties as "Appendix A"; and

WHEREAS, the Union gave appropriate written notice to the City of the Union's desire to change the terms of "Appendix A" and the status quo as to the representation of the Transport Officer classification; and

WHEREAS, in response to the Union's notice the City gave written notice to the Union of the City's desire to change the duties of the Transport Officer classification; and

WHEREAS, pursuant to the PECBA, the Union and the City met and bargained about changes related to the Transport Officer classification;

NOW THEREFORE, the parties agree as follows:

1. The classification known as Transport Officer shall be renamed to Custody Officer. The classification known as Transport Officer will be eliminated with the execution of this MOA.

2. The employees who were serving in the Transport Officer classification shall now become employees in the Custody Officer classification. The Custody Officer classification is a specially-designated part-time employee classification which will be filled with retired public safety persons who are qualified to perform the duties of the Custody Officer classification.

3. The Custody Officer classification is represented by the Union and the work being performed by Custody Officer's is Union work.

4. The Custody Officer classification is subject to the terms and conditions of the CBA between the Union and the City. However, the following CBA exceptions will be applicable to the Custody Officer classification:

a. Overtime. Employees in the classification of Custody Officer shall earn overtime at one and one-half (1 ½) their regular rate of pay when working more than forty (40) hours in a seven (7) day work week. The City shall pay all overtime earned as overtime and Custody Officer's may not accrue compensatory time in lieu of overtime. Custody Officer's shall not receive call back pay. Custody Officer's are not eligible to and shall not work any patrol shift or other overtime or regular police officer detail not set forth in this MOA.

b. Accrued Paid Leaves. Employees in the classification of Custody Officer shall NOT earn accrued paid leaves.

c. Maximum Hours. Employees in the classification of Custody Officer will not work more than 1039 hours in any calendar year.

d. Pay Rate and Probation. Employees in the classification of Custody Officer will be paid an hourly rate of pay based upon the hourly rate of a Police Officer represented by the Union. Custody Officer's will move through the pay steps based upon their years of service in the classification. Custody Officer probation will be eighteen (18) months. Custody Officer's shall not receive any premium pays.

e. Uniforms, Equipment and Training. The City shall provide for and pay for all uniforms and accessories, all equipment and all training necessary for the Custody Officer to be qualified and capable to perform their job duties.

f. Duties. Custody Officer's may perform the following duties:

--- transporting individuals to municipal court;
--- serving as bailiffs in municipal court;
--- guarding and transporting of individuals in police custody (arrest, security, mental hold);
--- guarding and transporting of individuals arrested and/or detained at a health care facility because of their health condition;
--- transporting and guarding individuals for video arraignment;
--- crime scene security when the Cadet Advisor and Cadets are unavailable to perform these functions;
--- "Paddy-Wagon" transport and duties after regular police officers have been offered this detail first for at least twenty-four (24) hours and not enough regular police officers are available to fill this detail.

g. Layoff. In the event the City deems it necessary to do a Reduction-In-Force (RIF), all Custody Officer's will be laid off prior to a RIF of any regular police officer.

h. Insurances. Custody Officer's are not eligible to receive any health and welfare benefits except that Worker's Compensation coverage will be provided by the City and PORAC will be paid for by the City.

5. The parties agree that any changes, modifications or additions to the duties, assignments or jobs of a Custody Officer will trigger and obligation on the part of the parties to bargain in accordance with the PECBA.

IT IS AGREED THIS ____ day of December, 2006.

For the City of Salem

_____
George Barry, Labor Relations Administrator

For the Salem Police Department

_____
Gerald Moore, Police Chief

For the Salem Police Employees' Union

_____
Craig Stoelk, President

APPENDIX "B"
(referenced in Article 23 (I))

MEMORANDUM OF UNDERSTANDING
CATASTROPHIC LEAVE - SPEU

This Memorandum of Understanding is entered into by and between the Salem Police Employee's Union (SPEU) and the City of Salem, Oregon (City).

RECITALS

The City and SPEU have agreed to implement, on an experimental basis, a Catastrophic Leave Program that may be of benefit to certain employees. In recognition of the experimental nature of this benefit, the parties agree that this Memorandum of Understanding, and the conditions contained herein, shall expire on June 30, 2002. At the request of either party this memorandum may be extended yearly. However, the City retains the right to change, modify or discontinue the program at any time.

The parties agree to the following:

CATASTROPHIC LEAVE

A. GENERAL PROVISIONS:

1. An employee who has completed the initial City probation, and is part of the SPEU, is eligible to participate in the Catastrophic Leave Sharing Program as a recipient or donor.

   The intent of the Catastrophic Leave Sharing Program is to provide a means for employees to assist another employee, by donating leave, who, because of a non-occupational catastrophic illness, injury, impairment, or physical or mental condition, which requires inpatient care in a hospital, hospice or residential medical care facility; or a non-occupational illness, disease or condition that in the medical judgement of the state licensed treating health care 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.

   The Catastrophic Leave Sharing Program can also be utilized by an employee to care for an immediate family member during an illness, injury, 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 medical judgment of the treating health care 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. A family member is defined as a spouse, parent, parent-in-law, or biological, adopted or foster child of the employee. A child is the employee's family member whether or not the employee is the custodial parent.

2. Employees may be allowed to donate accrued vacation hours, holiday hours or compensatory time hours.

3. 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. The donation coordinator designated by the City of Salem shall be responsible for verifying this information with the Benefits Manager or Personnel Director.

4. An employee may voluntarily surrender accrued vacation, holiday and compensatory time to the City for use by recipient employees. Donated time is put into a "pool" and distributed by the Catastrophic Leave Donation Committee to qualified eligible employees, as determined at the sole discretion of the committee.

5. Leave that is donated is irrevocable by the donating employee. If the recipient employee returns to work, any donated leave hours which were not used by the recipient will be put back in the Catastrophic Leave Pool. The recipient employee does not own donated hours after returning to work, or after qualifying for other salary continuation of benefits or at the time of award.

   Example: An employee is injured and is determined to qualify for Catastrophic Leave by the donation committee. The employee is granted 694 hours of donated catastrophic leave, but returns to work after using only 200 hours of catastrophic leave. The unused 494 hours of catastrophic leave will be returned to the catastrophic leave pool for distribution consideration to other eligible employees.

   In the event that an employee is determined eligible for catastrophic leave and expects to take intermittent time off, the employee may be able to retain his/her donated hours after returning to work, as stipulated by the donation committee. This exception shall be dealt with on a case-by-case basis and is at the sole discretion of the committee.

   If the recipient employee terminates from City service for any reason, any donated leave hours that were not used by the recipient will be returned to the Catastrophic Leave pool.

6. 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, therefore, 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.

   In the event the funds in the Catastrophic Leave pool are less than the amount of leave approved by the committee, the employee will be allowed to take leave that is equal to the amount left in the pool. At no time will the pool have a negative balance. When more leave is donated to the pool, prior recipients who weren't able to receive their full award will be granted the remaining hours of their

award, if there is sufficient money in the pool. The Catastrophic Leave pool will award recipients on a first-come first-served basis.

7. The Personnel Department is authorized to establish necessary rules and procedures to implement and monitor the Catastrophic Leave Program, and may modify as necessary the rules and procedures it has established to carry out the intent of the program.

8. Donations may be requested by the recipient employee or, on his or her behalf, by coworkers. It is recognized that all donated hours will be put into the Catastrophic Leave pool and be made available to those recipients awarded hours by the Catastrophic Leave committee. The departments may not request donations on an employee's behalf.

   Employees are prohibited from threatening, coercing or attempting to threaten or coerce another employee for the purpose of interfering with employee rights involving donating, receiving or using donated leave time. Employees found to be participating in such behavior may be subject to discipline as outlined in the Collective Bargaining Agreement.

   The Catastrophic Leave Program is not subject to the grievance and arbitration section of any collective bargaining agreement, nor is it subject to any appeal procedure provided for under the Personnel Rules of the City. The City retains the right to change, modify or discontinue the program at anytime with 30 days' notice given to SPEU. Conversely, SPEU has the right to abolish this project with 30 days' notice given to the City.

   In the event this program is terminated any hours remaining in the pool will be used for outstanding requests. All hours remaining will be donated to qualifying employees before the program can be terminated. In the event no qualifying employees remain, the committee may, at their discretion, determine how the remaining hours will be used.

9. The Catastrophic Leave committee will be composed of three members and an alternate as approved by the Personnel Director. One of the three members will be a representative of the Personnel Department (e.g., Benefits Manager). One committee member will be from the rank of Police Sergeant or above, and one representative of SPEU. SPEU may also choose an alternate representative. The committee will make every effort to evaluate and consider all relevant information relating to an employee's request for catastrophic leave. In addition, the committee will make every effort to be objective in making award determinations. Each award is considered only on its merit, and will be made without setting precedence for future or past awards.

10. Final authority for the interpretation of this policy shall rest with the Catastrophic Leave Committee.

11. This Memorandum expires June 30, 2002.

B. CONDITIONS FOR RECEIVING CATASTROPHIC LEAVE DONATIONS

An employee may receive and use leave donated by other city employees in SPEU under the following conditions:

1. An employee who receives any donated leave credits must exhaust all available earned leave credits, (holiday leave, vacation, sick leave, compensatory time), before using any donated leave.
2. In order to receive and use donated leave, an employee must not be eligible for any other salary continuation benefits.
3. To be eligible to receive and use Catastrophic Leave, the recipient may not seek outside employment, or be employed while on catastrophic leave. Failure to notify the Personnel Department of any outside employment will lead to termination of any and all Catastrophic Leave payments as well as potential reimbursement to the City for all Catastrophic leave monies received while seeking employment or employed elsewhere.
4. An employee may be eligible to receive and use donated leave if the employee has a non-occupational catastrophic illness, injury, impairment, or physical or mental condition that requires inpatient care in a hospital, hospice or residential medical care facility; or an illness, disease or condition that in the medical judgement of the state licensed treating health care 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.

   Catastrophic Leave can also be utilized by employees to care for an immediate family member, during an illness, injury, 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 medical judgment of the treating health care 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. A family member is defined as a spouse, parent, parent-in-law, or biological, adopted or foster child of an employee. A child is the employee's family member whether or not the employee is the custodial parent.

   The recipient employee must file with the Donation Coordinator a medical certificate from the employee's state licensed treating health care provider verifying eligibility under these criteria. The appointing authority will provide a copy to the Personnel Department for the purpose of monitoring the program, and make a copy available to the committee for the purpose of determining awards.
5. An employee may receive a maximum of 694 hours of donated paid leave, or in the event the pool doesn't have the amount of hours awarded, the number of hours left in the pool at the employee's current pay rate. In no case will the employee be awarded more than 694 hours of donated leave.

6. Donated leave may not be used to extend employment beyond the point that it would otherwise end by operation of law, rule or regulation. For example, if an employee would have otherwise been terminated due to layoff or other reasons, donated leave may not be used to extend employment.
7. An employee who uses donated leave is not on a "paid status" and does not accrue personal holidays, holidays, vacation hours, or sick leave hours, nor do they earn pay for holidays.
8. To be eligible for the Catastrophic Leave Program, an employee must be a career status employee as defined in the City of Salem Personnel Rules (Section 2.05).
9. If the recipient employee returns to work, or terminates employment for any reason before using the awarded hours, the donated leave will be converted back to a dollar amount and returned to the Catastrophic Leave pool as in section A.5 above.
10. An employee on Catastrophic Leave will be eligible for continuation of health insurance benefits in accordance with Local, State and Federal regulations and Collective Bargaining Agreements.

C. CONDITIONS FOR MAKING LEAVE DONATIONS

An employee may donate leave to another City employee under the following conditions:

1. Donors may not donate time which they would otherwise forfeit. (Employees who have exceeded their vacation maximum have a note to that effect on their paycheck and may not donate vacation leave until they are below the maximum). All donated time must be earned in advance of the donation.
2. Donations must be made in increments of whole hours.
3. Donors must sign a declaration that their donation is voluntary and has been made without coercion, compensation or for other consideration.
4. Donations are irrevocable.
5. An employee may not donate time if he or she has less than 40 hours of holiday, vacation or compensatory time.

City of Salem, Personnel Director Date

SPEU, President Date

g:/.../cwiggins/catastrophic leave SPEU

CITY OF SALEM
CATASTROPHIC LEAVE DONATION FORM

I wish to donate accrued leave hours and hereby authorize the City of Salem to deduct from my accrued vacation, holiday and or compensatory time balance the number of hours indicated below to be used as catastrophic leave by an eligible employee. My donation is voluntary and has been made without coercion, compensation or for other consideration.

I understand that the dollar value of my donated leave will be calculated and divided by the recipient's hourly rate to arrive at the corresponding number of hours of catastrophic leave available for use by eligible employees.

I understand that my donation is irrevocable, and can not be designated for use by any particular employee. The time that I donate is contributed to a general pool and distributed as the Catastrophic Committee sees fit. I agree to allow the Catastrophic Committee the authority to use and distribute the time that I have donated to eligible employees as determined by the Committee.

I understand that I may not donate time, which I would otherwise forfeit. I also agree to keep a minimum of 40 hours total in my vacation, holiday and/or compensatory time banks, and understand that I can not donate any hours that would take me below this minimum.

_____ One Time Donation _____ Bi-Weekly Donation

Hours: Vacation _____ (In increments of whole hours.)
Compensatory Time _____ (Paid time off in lieu of paid overtime as provided by the Fair Labor Standards Act. In increments of whole hours.)
Holiday Hours _____ (In increments of whole hours.)

_____ _____
Position Title of Donor Employee Department of Donor Employee

_____ _____
Signature Date Social Security Number

TO BE COMPLETED BY DONATION COORDINATOR **EXAMPLE**

Total hours donated:	_____	8
Times Donor's Hourly Rate:	_____	$13.246
Value:	_____	$105.968

FORWARD COMPLETED FORM TO PERSONNEL FOR DISTRIBUTION TO PAYROLL

CITY OF SALEM
CATASTROPHIC LEAVE ADMINISTRATION FORM

TO BE COMPLETED BY THE BENEFITS MANAGER:

_____ _____

Name (please print) Department

_____

Position Title

I have reviewed the employee's request to receive catastrophic leave.

I have received and reviewed a medical certificate from his or her health care practitioner verifying eligibility under these criteria. I have included a copy of the certificate and this request to use donated leave.

I have verified with that the employee is not eligible for any other salary continuation benefits such as long-term disability benefits or retirement benefits as of the date below.

_____ _____

Benefits Manager/Donation Coordinator Signature Date

ONCE THE REQUEST IS RECEIVED, REVIEWED AND APPROVED THE COORDINATOR SHOULD:

1. Make Catastrophic Leave Donation Forms available to employees.
2. Inform employees where and how to return completed forms.
3. Review donation forms and schedule for Committee approval.
4. Date reviewed by Committee:_____ Approve?_____
5. Make copies and send to Payroll to be processed. An employee may receive a maximum of 694 hours of donated paid leave (vacation, compensatory, or holiday time off). At no time will an employee have more than 694 hours of donated leave at his or her disposal.

APPENDIX “C”

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: Human Resources Director

APPENDIX "D"
MOU – Reserve Officers

APPENDIX "D"
Memorandum of Agreement (MOA)
By and between The City of Salem/Salem Police Department (the City)
And
Salem Police Employee's Union (SPEU)
Reserve Police Officers

Reserve Police Officer commissions are provided to City of Salem employees charged with enforcing Salem Revised Code. This code enforcement activity is not what is customarily or historically provided by members of the Salem Police Employee Union. The activities of these employees will be governed by City of Salem Administrative Policies, which will address authority, training, violations of policy and other relevant topics.

The City agrees to inform the SPEU of the reserve commissions issued and for what code sections the authority has been given.

As the current Chief of Police of the Salem Police Department, I have no intention of implementing a reserve police officer program within the Salem Police Department. In the event this position changes or a different administration exists it is understood a proposed reserve program may have an impact to members of SPEU. If an impact to SPEU members exists, The City agrees to bargain the impact of a reserve officer program.

With this MOA it is acknowledged and agreed that the City and SPEU have fulfilled their obligations under Article 32(G) of the 2006-2010 City and SPEU Collective Bargaining Agreement and that Article 32(G) is hereby deleted from the 2006-2010 City and SPEU Collective Bargaining Agreement.

Gerald F. Moore, Chief of Police

1/29/09
Date

Jeff Staples, SPEU President

1/29/09
Date

APPENDIX “E”

01 SPEU
1-July-11 thru 30-June-12
2.0% Salary Adjustment

		Hourly Wage						Monthly Salary					
	Pay Grade	1	2	3	4	5	6	1	2	3	4	5	6
Corporal..01..418.	01.E16	26.03	27.34	28.65	30.07	31.58	33.14	4511.87	4738.93	4966.00	5212.13	5473.87	5744.27
Police Lab Tech..01..426.	01.E24	29.66	31.13	32.69	34.33	36.06	37.91	5141.07	5395.87	5666.27	5950.53	6250.40	6571.07
Police Officer..01..411.	01.E12	24.76	26.03	27.34	28.64	30.07	31.58	4291.73	4511.87	4738.93	4964.27	5212.13	5473.87

SPEU, Part Time Exempt

Police Comm Svcs Officer..15..413.	15.P68	12.96	13.37	13.69	14.25	14.76	15.28	2246.40	2317.47	2372.93	2470.00	2558.40	2648.53

APPENDIX "F"

Memorandum of Agreement

The following Memorandum of Agreement is entered into between the City of Salem (City) and the Salem Police Employees Association (Union) in order to resolve pending litigation, and to delineate agreed upon future procedures with regard to payroll errors which result in over payments to bargaining unit members prior to the date of this signing of this Agreement.

Whereas; on December 1, 2000, the Union initiated grievance actions with regard to under and over payments for certain bargaining unit members, all of which are employed in the classification of Corporal.

and

Whereas; following the December 1, 2000 date, the City correctly compensated those Corporal's which were underpaid, and reached a separate informal agreement with the Union through the standing Labor Management Communications Committee regarding the proper Acting in Capacity (AIC) pay for Corporals in future assignments.

and

Whereas; it has been deemed by the parties to this Agreement that it is in the best interest of each to set out and define the inherent actions necessary to resolve this matter for all bargaining unit members in the future the following is

Therefore agree:

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 over payment, 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 written 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 biweekly 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 biweekly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves City service 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 made to an employee at any time.

This agreement, once executed by both parties shall complete, and resolve all known over and under payments issues which have been subject currently pending litigation and collection actions between the parties. The City will cease any and all efforts to collect alleged over payments to the Corporals for working out of class occurring prior to the execution of this Memorandum of Agreement. It shall also serve to define the methods to be used regarding future over payments.

APPENDIX "G"

CITY OF SALEM - SALEM POLICE EMPLOYEES' UNION – TA 3.15.06

WAIVER

The following is a specific waiver statement to be used by members of the bargaining unit represented by the Union in accordance with the provisions of Article 37 - Discipline, Appeals and Representation Rights of the City-Union Contract.

I, _____, a member of the Union bargaining unit, had the following

discipline imposed on me by _____, on :

(supervisor) (date)

_____

_____

_____

_____

_____

_____

_____

_____

Employee Witness

APPENDIX "H"

(referenced in Article 24 Section F)

MEMORANDUM OF UNDERSTANDING

This agreement, entered into by and between the Salem Police Employees' Union and the City of Salem, is for the purpose of defining the following responsibilities and guidelines for Court Attendance while on the federal Family and Medical Leave Act and Oregon Family Leave Act. These guidelines are effective at this time.

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, six 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 that for the specific court dates which occur during the leave period. All decisions regarding resetting of court dates for specific trails shall be made by the court, and shall not be decided by the Department.

If an employee on FMLA/OFLA 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 medical 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 (currently Gail Richards). In addition, the Court may require a written notice from a physician stating why the employee cannot attend.

Phone notification from a supervisor to the Administrative Staff Assistant at (503)588-6156, or directly to the court, will suffice for emergency situations.

Employees on FMLA/OFLA 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 hours straight time. The FMLA/OFLA leave can be extended by the number of hours shown as compensable under this Agreement.

Dated this 27th Day of January, 2003.

Salem Police Employees' Union

City of Salem

APPENDIX "I"

MEMORANDUM OF AGREEMENT (MOA)
By and between the
City of Salem/Salem Police Department (City)
And the
Salem Police Employees Union (Union)

Re: Community Service Officer (CSO)

WHEREAS, in June of 2004 the City recognized the Union as representing the classification known as CSO and the parties entered into a successor Collective Bargaining Agreement (CBA) which began July 1, 2004, and included the CSO's; and

WHEREAS, in 2005 the Union learned that the City was not providing CBA benefits to the CSO's, and the Union filed grievances alleging the City was violating the CBA; and

WHEREAS, in an attempt to settle the grievances, the Union and the City met and bargained about the duties assigned, changes to the CSO duties, and compensation related to the CSO classification; and

WHEREAS, during bargaining to resolve the grievances the parties stipulated that hiring decisions are a Management right and not subject to bargaining, however, the parties discussed hiring of CSO's because the Union wanted assurances that the City would not propose or replace sworn Police Officers with less expensive CSO's and use or require CSO's to do what historically been sworn Police Officer enforcement work.

NOW THEREFORE, in settlement of the CSO grievances the parties agree as follows:

1. Employees in the CSO classification are part-time employees.

2. For fiscal year 2005/2006 the Police Department will have a total of eight (8) CSO positions. For these eight (8) positions, four (4) CSO positions will be assigned to day shift and four (4) CSP positions will be assigned to swing shift.

3. The CSO classification is subject to all of the terms and conditions of the CBA between the Union and the City. However, the following CBA exceptions will be applicable to the CSO classification:

   a. Overtime. CSO's shall earn overtime at one and one-half (1 ½) their regular rate of pay when working more than forty (40) hours in a seven (7)

day work week or working beyond their regularly scheduled shift. CSO's may accrue comp time in lieu of overtime per the CBA.

i. A CSO who volunteers to work additional hours on a CSO's non-regular working day will not earn overtime except as set forth in this MOA.

ii. A CSO who is mandated to work additional hours on a CSO's non-regular work day shall be compensated at the premium rate of one and one-half (1 ½) times the CSO's regular rate of pay for all hours worked on the CSO's non-regular work day.

b. Accrued Vacation/Holiday Leaves. CSO's shall NOT earn accrued vacation or holiday leaves. However, if a CSO works on a holiday the CSO will be paid premium pay at one and one-half (1 ½) times their regular rate of pay for all hours worked on the holiday.

c. Accrued Sick Leave. CSO's shall earn sick leave on a pro-rata basis pursuant to the terms of the CBA.

4. The parties agree that any changes, modifications or additions to the duties, assignments or jobs of a CSO will trigger and obligation on the part of the parties to bargain in accordance with the PECBA.

IT IS AGREED THIS ____ day of December, 2006.

For the City of Salem

_____
George Barry, Labor Relations Administrator

For the Salem Police Department

_____
Gerald Moore, Police Chief

For the Salem Police Employees' Union

_____
Craig Stoelk, President

APPENDIX "J"

MEMORANDUM OF AGREEMENT (MOA)
By and between the
City of Salem/Salem Police Department (City)
And the
Salem Police Employees Union (Union)

Re: Special Investigator

1. The Special Investigator classification is a non-career part-time employee classification which will be filled with retired public safety persons who are qualified to perform the duties of the Special Investigator classification.

2. The Special Investigator classification is represented by the Union and the work being performed by Special Investigator's is Union work.

3. The Special Investigator classification is subject to the terms and conditions of the CBA between the Union and the City. However, the following CBA exceptions will be applicable to the Special Investigator classification:

a. Overtime. Employees in the classification of Special Investigator shall earn overtime at one and one-half (1 ½) their regular rate of pay when working more than forty (40) hours in a seven (7) day work week. The City shall pay all overtime earned as overtime and Special Investigator's may not accrue compensatory time in lieu of overtime. Special Investigator's shall not receive call back pay. Special Investigator's are not eligible to and shall not work any patrol shift or other overtime or regular police officer detail not set forth in this MOA.

b. Accrued Paid Leaves. Employees in the classification of Special Investigator shall NOT earn accrued paid leaves.

c. Maximum Hours. Employees in the classification of Special Investigator will not work more than 1039 hours in any calendar year.

d. Pay Rate and Probation. Employees in the classification of Special Investigator will be paid an hourly rate of pay based upon the top step hourly rate of a Police Officer. Special Investigator probation will be eighteen (18) months. Special Investigator's shall not receive any premium pays.

e. Uniforms, Equipment and Training. The City shall provide for and pay for all uniforms and accessories, all equipment and all training necessary for the Special Investigator to be qualified and capable to perform their job duties.

f. Duties. Special Investigator's may perform the following duties:

--- background employment investigations;
--- internal affairs investigations;
--- photo red light investigations (review photos, issue citations, attend court);
--- other investigative tasks that are mutually agreed upon by SPEU and the City;

g. Layoff. In the event the City deems it necessary to do a Reduction-In-Force (RIF), all Special Investigator's will be laid off prior to a RIF of any regular police officer.

h. Insurances. Special Investigator's are not eligible to receive any health and welfare benefits except that Worker's Compensation coverage will be provided by the City and PORAC will be paid for by the City.

4. The parties agree that any changes, modifications or additions to the duties, assignments or jobs of a Special Investigator will trigger and obligation on the part of the parties to bargain in accordance with the PECBA.

IT IS AGREED THIS ____ day of December, 2006.

For the City of Salem

_____
George Barry, Labor Relations Administrator

For the Salem Police Department

_____
Gerald Moore, Police Chief

For the Salem Police Employees' Union

_____
Craig Stoelk, President

APPENDIX "K"

City of Salem PPO Health Plan Summary of Benefits
SPEU Members
Effective January 1, 2012

Plan Year	January 1 through December 31
Annual Deductible	$250 1 party; $500 2 party; $750 family
Annual Out of Pocket Maximum – PPO, includes Deductible	$1,250 1 party; $2,500 2 party; $3,750 family
Annual Out of Pocket Maximum – Non PPO, includes Deductible	$2,250 1 party; $4,500 2 party; $6,750 family

Service	PPO	NON-PPO
Preventive	***Benefits subject to Deductible unless otherwise noted***	***Benefits subject to Deductible unless otherwise noted***
Routine Baby and Child exams	100% **No Deductible**	60%
Immunizations	100% **No Deductible**	60%
Annual Routine Women's GYN Exam	100% **No Deductible**	60%
Mammograms: Age 35-40 – one baseline Age 40+ - once every calendar year	100% **No Deductible**	60%
Routine Physical Exams	100% **No Deductible**	60%
Provider Services		
Office visits, allergy shots, therapeutic injections, in-office surgery, etc.	80%	60%
Lab services (paid as in-network for all providers if referred by an in-network provider)	80%	60%
X-Ray services	80%	60%
Hearing Aids – under age 26 only	Maximum allowable $4,500 every 48 months	Maximum allowable $4,500 every 48 months
Tobacco Cessation program Includes Nicotine withdrawal medication	80%	60%
Mental Illness/Chemical Dependency	80%	60%
Complementary Care (Chiropractic, Acupuncture, Naturopathic Care)	$10 co-pays each visit. Annual combined maximum of $500 per calendar year. **No Deductible**	$10 co-pays each visit. Annual combined maximum of $500 per calendar year. **No Deductible**
Maternity Care		
Maternity fees/provider	80%	60%
Maternity hospital stay (includes newborn care)	80%	60%
Inpatient Hospital Services		
Hospital stay (includes rehabilitation or mental illness/chemical dependency admission)	80%	60%
Outpatient Hospital Services		
Outpatient day surgery	80%	60%
Emergency room care for True emergency (co-pay waived if admitted as inpatient within 24 hours)	100% after $100 co-pay **No Deductible**	100% after $100 co-pay **No Deductible**
Emergency room care for non emergency care	80% after $100 co-pay **No Deductible**	60% after $100 co-pay **No Deductible**
Urgent Care	100% after $50 co-pay **No Deductible**	60% after $50 co-pay
Ambulance	80%	80%
Outpatient durable medical equipment & supplies Pre-auth may be required	80%	60%
Rehabilitation Services Physical Therapy, Occupational Therapy and Speech Therapy		
Outpatient and Inpatient Rehabilitation	80%	60%

PrescriptionSolutions
A UnitedHealth Group Company

UMR

City of Salem PPO Health Plan Summary of Benefits
SPEU Members
Effective January 1, 2012

PRESCRIPTION DRUGS *Preferred Product list may change without notice*	Participating Pharmacy	Non-Participating
Prescriptions – 30 Day Supply *The prescription administrator is Prescription Solutions effective 01/01/11	Per Prescription Generic - $10 co-pay Preferred List - 30% with minimum $25 and maximum $55 Non-Preferred - 30% with minimum $45 and maximum $75	
Mail Order - 90 Day supply * Mail order pharmacy company has changed to Prescription Solutions effective 01/01/11	Per Prescription Generic - $20 co-pay Preferred List - 30% with minimum $50 and maximum $110 Non-Preferred - 30% with minimum $90 and maximum $150	Not Applicable

The above information is intended as a brief outline of the City of Salem PPO plan. In the event of a discrepancy, the benefit contract will supersede the information provided in this summary. **You should refer to the summary plan document (SPD) for exact benefit plan terms and conditions.**

PPO Plan and Prescription Frequently Asked Questions

What are the group number and ID numbers?
The group number is 76410832 and the ID number will be located on your card.

Do I have to use a certain doctor and/or need a referral?
No, but there is a greater benefit if you use a doctor within the Preferred Provider network.

How do I know which doctors are covered?
UMR is a subsidiary of United Healthcare with access to the United Healthcare Options PPO network. You can search for preferred providers on the UMR website.

Who is the Pharmacy Benefits Manager for the prescription program?
Starting January 1, 2011 prescription drugs will be processed by Prescription Solutions.

I don't have a card and need to get a prescription. What do I do?
Starting January 1, 2011, you can contact Prescription Solutions directly for your RxBin Number and your Group number. Once you have these numbers, the pharmacy will be able to look up your coverage information.

Where do I get the forms for the mail order prescription service?
Forms are available on the Prescription Solutions website or in the Human Resources Department.

How do I know when the Preferred Medication List has been updated?
You must review the Prescription Solutions website for updates to the list of preferred products. The City of Salem Forms Library webpage will be updated as well, but the list can be updated without notice. You may request a paper copy of the list from the Human Resources Department.

When do I have access to the Online Member Account?
Once you receive your cards, you can register on the website www.umr.com to have access to some of the following services:

- Claim status
- Copies of EOB's
- ID card ordering
- Review eligibility and benefit information
- Prescription benefits and claims information
- Instant updates for Other Insurance or Accident information
- Commonly used forms

The UMR website also has instant access available to the following services:

- **Health and Wellness Tools and resources**
- **Preferred Provider search**

The Prescription Solutions website is www.prescriptionsolutions.com. You can have instant access to:

- Prescription Drug Preferred Products List
- Prescription Frequently Asked Questions
- Prescription Mail Order Service
- Commonly used forms
- Health Library Publications

APPENDIX "L"

KAISER PERMANENTE®

City of Salem Health Plan
SPEU members
Effective January 1, 2012

Annual Deductible	Individual - $250 per calendar year (1) Family $750 per calendar year (1)
Annual Out of Pocket Maximum	Individual - $2,250 (1) Family - $6,750 (1)
Preventive Care	100% No Deductible
Primary Care, Including Urgent Care	$15 co-pay
Specialty Care	$25 co-pay
Prenatal Care	$15 co-pay
Routine Eye Exams	$15 co-pay
Allergy Shots and other Injections	$5
Routine Immunizations	No Charge
Rehabilitation Therapies	See Specialty Care – After deductible
Outpatient Surgery	20% - After deductible
Diagnostic X-Rays and Special Procedures	$10 per visit
Hospital Inpatient Care	20% - After deductible (2)
Hospital Maternity Care	Same as Hospital inpatient care
Emergency Department Visit	20% - After deductible; coinsurance not waived if admitted.
Ambulance	20%
Mental Health Services Inpatient psychiatric care Residential/day treatment Outpatient treatment	 Same as hospital inpatient care Residential treatment: Same as inpatient Day treatment: Primary care co-pay per day Primary care co-payment
Chemical dependency services Inpatient care Residential/day treatment Outpatient treatment	 Same as hospital inpatient care Same as hospital inpatient care Primary care co-payment
Home Health Care	20% - After deductible (3)
Skilled Nursing Facility Care	20% for up to 100 days per year
Infertility Treatment	50% for diagnosis and treatment
Durable Medical Equipment	20%
Prescription Eyeglasses and Contact Lenses	$250.00 maximum calendar year benefit
Outpatient prescription drugs at Kaiser Pharmacies. 30 Day supply. Drugs must be prescribed in accordance with the formulary process; non-formulary prescriptions are not covered.	$15 co-pay Generic $30 co-pay Brands
Mail Order - free home delivery 90 day supply of drugs considered maintenance drugs.	$30 co-pay Generic $60 co-pay Brands

Notes: (1) Annual deductibles are for calendar year. Deductibles do not apply to out of pocket maximums. (2) Hospital inpatient care includes room, board, surgery, anesthesia, X-rays, imaging, laboratory, and drugs. (3) Home health care for up to 130 visits per year.

The above information is intended as a brief outline of the City of Salem Kaiser plan. In the event of a discrepancy, the benefit contract will supersede the information provided in this summary. **You should refer to the summary plan document (SPD) for exact benefit plan terms and conditions.**

KAISER PERMANENTE®

Kaiser Permanente Frequently Asked Questions

Do I need to go to a Kaiser Permanente clinic in order to receive care?
Yes, you must receive your regular health care at a Kaiser Permanente Clinic unless a Kaiser Permanente Provider refers you to another health care provider. Kaiser Permanente does contract with Salem Hospital. In the event of an out of area emergency, you may go to a non-Kaiser facility.

Can I choose the doctor I want to see at a Kaiser Permanente facility and can I change if needed?
Yes. They ask that you choose a primary care physician from their provider list, but you can make changes by contacting Kaiser Membership Service.

Can I go to any Kaiser Permanente facility, even if it is out of state?
No, we contract with the Kaiser Permanente facilities in Salem, Portland metropolitan area and the Southwest Washington (Vancouver) areas. Please contact Kaiser Permanente for complete details.

What is the Kaiser group Number?
The group number is 3246.

Kaiser Online Member Access
The Kaiser Permanente website www.kaiserpermanente.org allows members online access to some of the following services:

- **Health and Wellness Tools and resources**
- Benefit and Eligibility information
- Prescription refill requests
- Schedule appointments
- Email your doctor questions
- Test results

Some of the information above is only available after registering and creating a member account.