

Letter of Agreement
Between
Oregon AFSCME/AFSCME Local 2067 and the City of Salem
March 31, 2021

The City of Salem and Oregon AFSCME/AFSCME Local 2067 agree to implement the following agreement upon signing and this agreement will remain in place until a new collective bargaining agreement is ratified.

Improved Emergency Communication

1. City management will ensure timely and accurate safety information is conveyed to all employees through an emergency notification system.
2. When there is a volatile or dangerous situation in an employee's worksite, the City will make every reasonable effort to inform them of that danger before they are scheduled to arrive at that worksite and keep employees updated on the threat.
3. City Employees deserve to know that their supervisors and managers are aware of safety requirements and expectations and City management can ensure this through improved communication with and training of department managers and supervisors.
4. Any report or notice employees make to management, verbal or written, that they have been threatened while performing their work duties as assigned, will be provided by management to Human Resources and the Union within two working days.

Safety Training

1. Employees assigned to use power tools or equipment will be provided adequate hands-on training to use that power equipment safely and properly before operating it on their own. This hands-on training applies to all power equipment whether it is owned or rented by the City.
2. The City and AFSCME will work together to provide an OSHA 10 training to all Public Works, Parks, Fleet and Facilities employees during the 3rd quarter of 2021. AFSCME will provide a certified trainer and lunch for participants and the City will ensure that employees can attend on paid time.

Additional Field Safety

1. Employees will not be assigned to work in or near contractors' improperly designated work zone or in areas that are not properly flagged. Employees performing field work will be provided safety training that includes PPE requirements such as but not limited to hardhats and safety face shields.

2. Employees assigned to clean up areas that include used needles, vermin infestation, body fluids and human waste will be provided the proper training and PPE recommended by OSHA prior to performing these tasks.
3. AFSCME members will not be assigned to clean up occupied or unoccupied homeless encampments.

Ongoing Safety Monitoring

1. Schedule Risk manager Marcus Pitts to attend the next 12 months of Local 2067’s LMCs.
4. Employees assigned to Wallace Park and Cascade Park will be allowed to work in groups of six until it is mutually agreed between Management and Union that the risk to City employees has been sufficiently reduced.
5. The City will accept and process group or “class action” grievances related to violations or alleged violations of Article 14: Working Conditions of the current Collective Bargaining Agreement.
6. When an employee or Union staff notifies the supervisor or designee that they believe a work assignment will cause an immediate danger to themselves or the public, that supervisor or designee will conduct a review of the situation before instructing that employee to continue with that assignment. The employee will not suffer a loss of pay while this review is conducted. The City will provide a summary of the review upon request.

Post-Threat Follow Up

7. Upon receiving a report of death threats or use of weapons against a City employee, City Management will ensure that contact information for EAP is provided both verbally and in writing to that employee.
8. When an employee experiences threats or violence on the job that leads to the police being called and the perpetrator being arrested or held, the employee will not be assigned to work alone in the same area where the threats or violence occurred or where the perpetrator has returned for a minimum of 30 days.

For the City

For AFSCME

Date

Date
