

THE CITY OF WEST LINN

AND

THE CITY OF WEST LINN EMPLOYEES

LOCAL 350-1, COUNCIL 75

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES

AFL-CIO

UPON EXECUTION TO JUNE 30, 2019

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PREAMBLE

This Agreement is entered into between the City of West Linn, Oregon, hereinafter referred to as the "City" and the City of West Linn Employees Local 350-1, Council 75 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union". The purpose of this Agreement is to set forth the full and complete Agreement between the parties on matters relating to employment relations.

ARTICLE 1. RECOGNITION

1.1. The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all regular full-time, part-time, and limited-duration* bargaining unit employees working (20) hours or more per week for the City; excluding supervisory and confidential employees; employees in the police bargaining unit; seasonal and temporary employees. *Limited duration employees are by individual written agreement specifying a date the employment will end.

1.2. Regular Employees: A full-time regular employee shall be defined as any employee scheduled and budgeted on a continuous basis to work full-time. A part-time regular employee shall be defined as any employee regularly scheduled and budgeted on a continuous basis to work twenty (20) hours or more per week, but less than full-time.

Temporary: Temporary employees are those who may not work more than six (6) months per six-month period. A Temporary employee may be re-employed after a six month break in service.

Seasonal: Seasonal employees are those who work in public works, parks, and recreation departments and work only six (6) months during the period of March 1 through October 31 of any calendar year, unless mutually agreed otherwise by the City and the Union. A seasonal employee shall be defined as any employee specifically hired to perform common labor tasks typically done only during periods of favorable weather, e.g., non-winter months.

1.3. Employees cannot be both a seasonal and temporary employee in the same fiscal year unless they become a member of the bargaining unit.

1.4. The City may, at its discretion, establish new classifications or modify existing positions. The City shall notify the Union when it creates a new job classification that

should be included in the bargaining unit or modifies a current position outside the bargaining unit that should then be included in the bargaining unit. The City acknowledges the duty to bargain the impact of new classifications as provided by PECBA. However, the City is not precluded from hiring a new classification during the interim bargaining process.

- 1.5. If requested, on an annual basis, the City shall provide a list of AFSCME represented positions and a list of bargaining unit members to the Union.

ARTICLE 2. FAIR SHARE/DUES AND PAYROLL DEDUCTIONS

The City and the Union agree to the following "Fair Share" provisions:

- 2.1 Fair share in lieu of dues is an assessment to defray the cost for services in negotiating and administering the contract. The amount of "fair share in lieu of dues" to be paid by non-members of the Union shall be equivalent to the amount uniformly required of each member of the Union, consistent with ORS 243.650.

Employer agrees to allow voluntary payroll deductions for charitable organizations (for example: Red Cross, Salvation Army) or for Union related programs other than normal dues deductions subject to written authorization by the individual employee. Employees may also terminate such deductions upon written notice to the employer.

- 2.2 The City will deduct Union dues from the wages of such employees. The amount deducted shall be remitted to the Union monthly, no later than ten (10) days after the payday on which the employee deductions are made.
- 2.3 The rights and responsibilities of employees in regard to dues check-off and fair share, as provided in ORS 292.055, shall apply to all employees covered by this Agreement.
- 2.4 The City will not be held liable for check-off errors but will make proper adjustments for errors as soon as it is practicable.
- 2.5 Any individual employee objecting to payment of "fair share in lieu of dues" on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member will inform the City and the Union of the objection. The employee will meet with representatives of the City and the Union to establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Union membership dues to a non-religious charity.

2.6 The Union agrees to hold the City harmless against any and all claims, suits, orders or judgments brought against the City as a result of the provisions of this Article.

ARTICLE 3. MANAGEMENT RIGHTS

The City retains all the rights, decision-making functions and authority to manage the affairs of the City or any part of the City. The rights of the employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement, or provided by law.

- 3.1 Without limitation, but by way of illustration, the functions and rights of the City shall include the following:
- 3.1.1 To direct and supervise all operations, functions and policies in the departments involved and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit;
 - 3.1.2 To close or transfer an office or facility or combination of facilities or to relocate, reorganize or combine the work of divisions, operations, or facilities;
 - 3.1.3 To determine the need for a reduction or increase in the work force;
 - 3.1.4 To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety materials, equipment, uniforms, methods and procedures;
 - 3.1.5 To assign and distribute work;
 - 3.1.6 To assign shifts, work days, hours of work, and work locations;
 - 3.1.7 To introduce new duties and to review job classifications and duties within the unit;
 - 3.1.8 To determine the qualifications of new employees;
 - 3.1.9 To discipline an employee for just cause;
 - 3.1.10 To determine the need for additional educational courses, training programs, on-the-job training, cross training, safety training;

3.1.11 To determine the need for overtime and the classifications to work such overtime;

3.2 Subcontracting: The Union recognizes that the City may contract and subcontract work as it determines would be economically advantageous to the City or as otherwise necessary to provide efficient services to the citizens of the community. In the event that such a contract or subcontract would result in layoff to employees covered by this bargaining unit, the City agrees to give the Union 60 (sixty) days' notice of such action and further agrees to bargain with the Union regarding the effect of such action prior to finalizing and implementing such a decision. The City agrees to give consideration to alternatives such as work force reduction by attrition, transfers to other departments (including those not covered by this Agreement), preferential rehiring, and reasonable expenses associated with retraining employees who may be displaced by such action prior to implementation. Such considerations shall be within the City's primary requirement to maintain broad authority over its operations in order to provide efficient and economic services to the citizens of the community.

3.3 The exercise of the management function or right that is not specifically limited by this Agreement is retained by the City.

ARTICLE 4. GRIEVANCE PROCEDURE

4.1 A grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement, or regarding an alleged violation of a particular clause of this Agreement.

4.2 "Day" shall be defined as a calendar day.

4.3 The City will give prompt consideration to an employee grievance relating to employment conditions and relationships. Every attempt should be made by the department head and employee to resolve the problem. In an effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure:

4.3.1 **Step 1.** The employee shall discuss the grievance on an informal basis with his/her supervisor within ten (10) calendar days from the date the employee knows or should have known of the alleged violation. The employee may have a Union representative assist them in presenting their case to their supervisor. If there is no resolution to the grievance, the employee may then submit their grievance in writing noting the specific

provision(s) in the Agreement violated and the remedy sought to the department head through the supervisor within ten (10) calendar days after the discussion with the supervisor.

The department head shall respond in writing within ten (10) calendar days from the receipt of the written grievance.

4.3.2 Step 2. If the grievance remains unresolved after Step 1, the employee or a Union representative within ten (10) calendar days of receiving the written answer in Step 1 shall submit the grievance in writing to the City Manager. Within ten (10) calendar days, the City Manager, or designee shall call a meeting of the parties to discuss the grievance. The City Manager shall give a written answer within ten (10) calendar days from the date of the meeting.

4.3.3 Step 3.

Mediation: If the Union is not satisfied with the decision provided by the City Manager at Step 2, the Union may submit the grievance to mediation within fourteen (14) calendar days from either the City Manager's response or fourteen (14) calendar days from the due date of the response. The parties may mutually agree to a local mediator or use a mediator provided by the Employment Relations Board. Parties agree to share the cost of the mediator. Unless otherwise agreed by the parties, the period for mediation will be limited to 120 days, starting from timely notice of mediation by the moving party. The parties must meet at least one time and agree to meet in good faith to resolve the dispute. Termination cases are not subject to the mediation process and may move to the next step. The parties may mutually agree to forego mediation.

4.3.4 Step 4. If the grievance remains unresolved after conclusion of the mediation process, the Union representative shall within twenty (20) calendar days of receiving the written answer in Step 2, submit a written request to the City Manager stating their desire to invoke the arbitration procedures set forth in Section 4.3.

4.4 The rules governing the grievance procedure shall be as follows:

4.4.1 Any time limits specified in the grievance procedure may be waived by mutual consent of both parties. Failure by the grievant to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance.

4.4.2 Failure by the City to submit a reply within the time limits specified in the Agreement will automatically move the matter to the next step in the procedure

provided that arbitration shall not be invoked unless and until both parties are fully aware in writing.

4.5 Arbitration:

Procedure:

- 4.5.1 After arbitration has been requested, the parties shall forthwith attempt to agree upon a single arbitrator. In the event the parties are unable to agree, a list of seven (7) arbitrators with offices in Oregon and Washington shall be requested from the Employment Relations Board of State of Oregon or the Federal Mediation and Conciliation Services. The first strike shall be determined by a coin toss. Each party shall alternately strike one name from the list received. The final name remaining shall be the sole arbitrator.
- 4.5.2 The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures. The arbitrator shall have no authority to add to or delete from the terms of this Agreement.
- 4.5.3 The cost of the arbitrator shall be borne by the losing party as determined by the Arbitrator. Each party shall bear the cost of presenting its own case.
- 4.5.4 The arbitrator's decision shall be final and binding and in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

ARTICLE 5. PERSONNEL FILE

- 5.1 The City, upon twenty-four (24) hours notice of request by an employee shall provide an employee the opportunity to review the employee's personnel file. An employee may receive one copy of the personnel file, either as a hard copy or electronic (as a scan) per year at no cost. The official personnel file shall be maintained by the City.
- 5.2 The employee may respond in writing to any item placed in their personnel file. Such written response will become a part of the file.
- 5.3 Letters of warning and any response written by the employee shall, expire at the end of twenty-four (24) months, provided that the letters of warning and/or written responses are not relevant to current job performance. Documentation of misconduct related to protected class harassment shall be removed from the personnel file as indicated above and

retained in the office of the Director of Human Resources. The City may use the documents to defend against legal action or for the purposes of impeachment or notice of rule.

- 5.4 Employees shall have the opportunity to review and sign any personnel document that reflects any adverse personnel action, prior to such document being entered into the employee's personnel file. An employee's refusal to sign the document shall have no effect or bearing on the execution of the adverse action. Should an employee refuse to sign said document, the responsible City representative shall so state on the document, initial and date. If an employee disagrees with any statement of fact contained in said document, he may so indicate by attaching a written statement of reasonable length to said document at the time of review.

ARTICLE 6. POSTING AND FILLING OF VACANCIES

- 6.1 When vacancies occur within classifications covered by this agreement, the City shall provide e-mail notification to employees and the Union Local President of job vacancies on the day of posting. Employees shall be permitted to apply for vacant positions. The City acknowledges the value of employees with employment history with the City and will consider the experience of internal applicants in hiring decisions. Employees determined to meet minimum qualifications for the posting, as determined by the City, will be offered an interview. Whenever possible and at the discretion of the City, vacancies will be filled by lateral transfer or promotion of qualified employees within the City service. Lateral transfers are defined as a transfer of a qualified employee within the same pay range.

ARTICLE 7. HOURS OF WORK

- 7.1 Work Week: The weekly work schedule shall be determined by the City based on the needs of the City and services to the public. The weekly work schedules shall be:
- 7.1.1 a 5-8 work schedule, which shall consist of five (5) consecutive days of eight (8) work hours each, or
 - 7.1.2 a 4-10 work schedule, which shall consist of four (4) consecutive days of ten (10) work hours each, or
 - 7.1.3 a 9-80 work weekly schedule based on four (4) nine (9) hour days and one 4 hour work day to complete the work week. A new work week would begin on the same

day following the previous 4 hours followed by a week of four (4) nine (9) hour days followed by three (3) days off. The City will identify the work week period and the 4 hour/4 hour transition day when an employee is assigned to a 9/80 schedule. Any 9/80 schedule under this agreement is intended to result in a 40 hour work week and intended to not incur overtime obligations, or

7.1.4 a “modified” work schedule for a full time employee shall be equal to a 40 hour work week. A modified schedule is based on mutual agreement with the City and employee and will have regular set hours for each work day on a regular reoccurring basis. Overtime is in accordance with Article 10.

7.1.5 Part time as follows:

7.1.5.1 Regular Part-Time employees are scheduled to work twenty (20) hours or more per week but less than full-time, or the equivalent on a flexible schedule as set forth in 7.1.2.3 above, or may be scheduled to work a portion of any of the above specified schedules.

7.2 Regular Hours: All shifts shall have an established schedule that shall be determined by the Department Head. The City shall notify the employee of any proposed change to the schedule at least ten (10) days prior to the effective date of change.

7.3 Inclement Weather/City Hall Closure: If an employee is advised by the City Manager or a department manager not to report to work for other than a layoff or is sent home prior to the end of the shift for other than disciplinary reasons, the employee shall be paid their regular rate of pay.

In the event City Hall is closed during regular hours, essential employees may be required to work. Essential employees who are notified they are required to work during a City Hall closure will receive time and one half pay for work performed during the closure. Essential employees are determined by the Department or designee. The City will post a list of essential employees who may be required to work. The City is not precluded from modification of the list based on operational discretion.

7.4 In the event of an emergency, the City may change work schedules with less than ten (10) days notice. In these circumstances, affected employees shall be paid an additional 5% of their base hourly rate of pay for all hours worked outside their previous normal work schedule. This will only apply when the employees’ normal work schedule has been changed and will not apply to hours added before or after a normal schedule. Employees shall be paid overtime, under Article 10, when applicable based on their premium rate.

7.5 Rest Periods: A paid rest period of fifteen (15) minutes shall be permitted all employees during each half (1/2) shift, which shall be scheduled by the City in accordance

with specific operating requirements of each employee's duties. The rest period shall be permitted as nearly as possible to the midpoint of each half shift.

Shift extensions: Employees who for any reason are scheduled to work more than two (2) hours beyond their regular shift, shall receive a fifteen (15) minute rest period before they start to work on the next shift. Such employees shall receive a fifteen (15) minute rest period every two (2) hours thereafter, and an unpaid lunch period if the scheduled work period is longer than four (4) hours.

- 7.6 Meal Periods: Employees shall be granted either a thirty (30) or sixty (60) minute unpaid meal period during each work shift which shall not be considered on-duty working time. The meal period shall be scheduled as nearly as possible to the midpoint of the employee's shift.

Employees who work more than five (5) hours are entitled to a meal period.

- 7.6.1 Flex Schedule: Greater flexibility in work scheduling than is otherwise provided for in this Article, which benefits employees and the City, may be implemented, provided that such schedules are in writing, and are agreed upon by the Union and the Human Resources Manager.

- 7.6.2 Flexing within Workweek: Employees may request to work fewer hours than scheduled on one (1) day in an FLSA work week (40 hours) and make up for those hours by working an equivalent number of additional hours on another day or days in the same FLSA work week. Such scheduling is subject to the approval of management, and regardless of any other provisions of this Agreement will not result in overtime pay.

Due to operational need, a Department Head may also schedule an employee for a flexible schedule in the workweek to cover a particular evening or weekend activity. The City will provide at least 10 days notice when imposing a flex schedule within a workweek, or if not possible to give 10 days notice, the employee is eligible for overtime for those hours worked outside their normal regular schedule. The employee may also agree to the flexible schedule if desired without overtime.

- 7.6.3 Telecommuting: The City supports telecommuting as an alternative work arrangement. Telecommuting means regularly working one or more days in a given workweek from home or other approved location instead of commuting to their assigned worksite. This alternative work agreement must be mutually agreed to by both the employee and the manager. Employee and manager will follow the guidelines for telecommuting provided for in the Telecommuting Agreement (Exhibit

C). Telecommuting arrangements must be agreed to in writing between the employee and Human Resources Manager.

7.6.4 To be considered for an alternative schedule options as provided 7.8.1, 7.8.2 and 7.8.3, an employee shall submit a written request to his or her supervisor; the employee's otherwise-assigned schedule shall be the default unless an alternative is requested and approved. An employee's request for an alternative schedule option shall be considered and the supervisor will articulate in writing the reasons for the denial as it directly relates to the City's business needs. Denial shall not be arbitrary or capricious, and may be appealed to Human Resources.

ARTICLE 8. RESERVED - VACANT

ARTICLE 9. JOB SHARING

9.1. At the City's discretion, more than one employee may occupy a single authorized position, as job share employees each working no less than .50 FTE.

9.2. The conversion of a position from full time to Job Share status must originate with a written request from the employee occupying that full time position to the Department Head and the Director of Human Resources. The City shall notify the employee requesting the job share of the City's decision in writing. Current employees in the department in which the position is created will have the first opportunity to apply for the job share position(s).

9.3. When working in a job sharing position (half-time each employee), the following procedure will be used to account for vacation, sick leave, holiday, and bereavement benefits.

9.3.1 Earning Vacation and Sick Leave Benefits: All regular employees working twenty (20) hours or more per week on a continuing basis will receive prorated vacation and sick leave benefits. (A job share employee will be considered a 0.5 FTE)

9.3.2 Using Vacation and Sick Leave Benefits: Use of sick or vacation will be hour for hour up to a full work day, as normally scheduled, when taken during a normally

scheduled work week. Use of sick leave or vacation leave is not permitted unless taken during a normally scheduled work week.

- 9.4. Holiday Pay: Holiday Pay Rule: Each job share employee will be paid four (4) hours pay for every City recognized holiday.
- 9.5. Bereavement Leave: A job share employee shall be eligible for paid funeral leave (maximum 8 hours per day) only when the employee is absent from work for any of the purposes described in Article 24 during the employee's regularly scheduled work week, otherwise the employee will not be eligible for paid benefits.

Note: Definition for regularly scheduled work week as it applies to job sharing: A regular work schedule, scheduled in advance by the Department Head for each job sharing employee, or a special request for five (5) or more consecutive additional work periods recommended by the supervisor and authorized by the Department Head in advance.

ARTICLE 10. OVERTIME/COMPENSATORY TIME/CALL BACK

10.1 Subject to FLSA and State law, overtime will be as follows:

- 10.1.1 All authorized overtime work shall be compensated at the rate of time-and-one-half (1-1/2) the employee's applicable hourly rate for work under the following conditions:
- 10.1.2 Employees assigned to a 5-8 schedule shall receive overtime for hours worked in excess of eight (8) hours on any workday, and or after 40 hours worked in the work week.
- 10.1.3 Employees assigned to a 4-10 schedule shall receive overtime for hours worked in excess of ten (10) hours on any workday and or after 40 hours worked in the work week.
- 10.1.4 Employees assigned to a 9-80 work schedule shall receive overtime for hours worked in excess of nine (9) hours on any regularly scheduled nine (9) hour work day or after eight (8) hours on any regularly scheduled eight (8) hour work day and or after 40 hours worked in the work week.
- 10.1.5 Employees assigned to a modified work schedule, as provided under Article 7.1.4, shall receive overtime for hours worked in excess of ten (10) hours on any regularly scheduled workday or after 40 hours worked in the work week.

- 10.1.6 Part time employees are only eligible for overtime for hours worked in excess of ten (10) hours on any regularly scheduled workday or after 40 hours worked. For the purposes of this article, part time employees are those budgeted less than 1.0 FTE.
- 10.2 For the purpose of determining hours worked, use of vacation, holidays, sick leave and compensatory time shall be considered as hours worked.
- 10.3 All overtime pay shall be computed to the nearest one-quarter hour.
- 10.4 Insofar as practicable, opportunities to work overtime shall be distributed as equally as possible among the employees in each job classification in each work area, provided the employees are qualified to perform the specific overtime work required. The City will maintain records of weekend overtime offered. The employer shall not be required alter work in progress or change an employee's shift to maintain an equitable balance of overtime opportunities. If it is established that an employee has not received a fair share of weekly overtime, such employee shall have preference to future weekly overtime until a reasonable balance is re-established.
- 10.5 Call-Back: An employee called back to work to perform emergency or unscheduled work shall receive a minimum of three (3) hours pay at time and one-half (1-1/2) unless the overtime is contiguous to the employee's shift. Employees responding to a work initiated phone call for more than 5 minutes when off duty will be compensated in a minimum increment of 15 minutes overtime. Calls of 5 minutes or less are considered insubstantial. Except in an emergency, an employee shall be released from duty upon cessation of the event that required the call back.
- 10.6 Compensatory Time: Employees may elect to receive overtime in the pay period earned or receive compensatory time with the exemption that if budgeted funds are not available for the payment of overtime, such overtime shall be accrued in compensatory time.

Employees may accumulate up to a maximum of eighty (80) hours of compensatory time. Overtime earned in excess of 80 hours will be paid to the employee.

Compensatory time off will be scheduled by mutual agreement between the employee and the supervisor, consistent with the needs of the City.

ARTICLE 11. SENIORITY AND PROBATION PERIOD

- 11.1. Seniority: Seniority shall be defined as the total length of continuous service within the bargaining unit except in the case of layoff as in 12.4. Seniority will be pro-rated for part-time and job share employees.
- 11.2. Probationary Period: All appointments shall be tentative and subject to a probationary period. Initial probationary appointments shall be no more than six (6) consecutive months' service (180 days from hire). Promotional and lateral transfer probationary appointments shall be no more than three (3) consecutive months' service (90 days from hire). Probationary periods for part-time employees will run until the employee's actual hours worked equal the full-time equivalent of the stated probationary period or nine (9) months (270 days from hire), whichever comes first. Under no circumstances will the probationary period for a part-time employee be extended.
- In cases where a longer period is necessary to demonstrate an employee's qualifications, the initial probationary period of a full-time employee may be extended; however, the probationary period shall not be extended beyond three (3) additional months.
- The employee and the Union shall be notified in writing of any extension and the reasons therefore.
- 11.3. Upon satisfactory completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position, and will gain regular employment status. The City will provide written notice to the employee of passing probation. Lack of notification by the appropriate supervisor shall not affect the gain of regular employment status.
- 11.4. During the initial probationary period a new employee may be terminated at any time without just cause. Termination of a probationary employee is not subject to the grievance process.
- 11.5. In the case of promotional or lateral transfer appointments within the bargaining unit position, the promoted or lateral transfer employee may be demoted at any time during the probationary period to their former classification for unsatisfactory work performance. Return to former classification is not subject to the grievance process. During the probationary period, the employee may elect to return to their previous classification and rate of pay.

ARTICLE 12. LAYOFF - RECALL

12.1 A layoff is defined as an involuntary separation from the City for reasons that do not reflect discredit upon the employee. Layoffs are at the discretion of the City. If a layoff is implemented, layoffs shall be made within each job classification on the basis of seniority. No regular employee shall be laid off while temporary, seasonal or limited duration employees are retained by the City in the classification of the employees proposed to be laid off.

The City reserves the right and discretion to set staffing levels. In the event of a reduction in hours for a full time employee to less than .80 FTE, the reduction will be considered a "layoff" only for the purposes of this article and such employees do not have bumping rights. Any other reductions in hours are not considered a layoff.

The City Manager may make an exception to the order of layoff when the retention of employees with needed skills or performance abilities are necessary for the efficient operation of the department. Such actions shall be taken only for articulated, job-related reasons and substantiated by written documentation.

12.2 Advance notice will be provided to the Union and the employees the City intends to layoff. Such notice shall normally be provided as soon as plans are finalized, but not less than thirty (30) calendar days prior to such layoff. After 5 days of notice and the employee does not give notice to bump as provided below, the City may pay an employee equivalent wages for the remaining regularly scheduled work days, including holidays, in lieu of continued employment during the 30 day period. The 30 day payout of this section does not apply to employees subject to a reduction in hours under section 12.1

12.3 An employee will remain on the layoff list and be eligible for recall to their classification for twenty-four (24) months. It shall be the employee's responsibility to keep the city informed of their correct address and telephone number. Recall notification shall be made by certified mail. Employees on recall may provide Human Resources a list of City positions that the employee believes is qualified for. During the recall period, in the event of a vacancy of one of the listed positions, Human Resources will contact the employee using the recall process and allow the employee the opportunity to be evaluated for qualification for the position. This may be an interview, testing process or other means as determined by the City. The decision on qualification for the position is at the discretion of the City. If the City determines the employee is qualified for the position, the employee will be offered the position subject to a 90-day probationary period consistent with Article 11.4.

12.4 Employees laid off for a period of more than twenty-four (24) months lose recall rights. Employees recalled within twenty-four (24) months of their date of layoff shall be recalled according to seniority. Seniority and accrual rates shall be reinstated to previous employment rates if there is a recall. There will be no probation period when the employee is reinstated.

12.5 If an employee returns to the classification from which they were laid off, they will be placed on the salary schedule at their last held step.

If an employee returns to a different classification from which they were laid off, they will be placed on the salary schedule at a step that is closest to their salary at the time of layoff.

12.6 No new employees shall be hired for a classification of work until employees laid off in that classification have been offered an opportunity to return to work.

12.7 An employee so recalled by the City shall have ten (10) calendar days after the receipt of the certified letter in which to accept the assignment, and fourteen (14) days from the date of notification to the City to report to work. The timelines may be waived by mutual agreement between the City and the returning employee.

If an employee on the layoff register turns down a recall to a previous position from which the employee was laid off or previously held, the remaining recall rights are forfeited and the former employee is removed from the register.

Temporary and seasonal positions will be offered first to qualified employees on the layoff register. Employees on a recall list do not waive additional recall rights if the employee denies to accept a temporary or seasonal position. This section does not apply to employees subject to a reduction in hours under section 12.1

The Union will receive notification of any recalls.

12.8 Bumping: Upon notice of lay off, an employee s may elect these options:

12.8.1 Accept the layoff, or,

12.8.2 Displace the employee with the lowest seniority in a lower level classification in the same department, provided the displacing employee is more senior and is qualified for the position as described in 12.9, or,

12.8.3 Displace the employee with the lowest seniority in a classification in which the bumping employee has previously and successfully held service, provided the

displacing employee is more senior in seniority and is qualified for the position as described in 12.9, or,

12.8.4 Employees facing layoff may also apply to an open vacant bargaining unit or temporary position, provided the employee is qualified for the position as described in 12.9.

12.8.5 For purposes of bumping, seniority shall be the total length of continuous service with the City. A full time employee subject to layoff may only bump a part time employee if the full time employee has more actual hours of seniority.

12.9 Qualification for bumping. The qualification of an employee to bump shall depend upon that employee demonstrating current possession of the required certification, knowledge and skill to meet the minimum qualifications of the position prior to bumping.

ARTICLE 13. WORKING OUT OF CLASSIFICATION AND ACTING IN CAPACITY

13.1 Working out of Classification (WOC): When employees are assigned in writing by the employer to work in a classification with a higher rate of pay, the employee shall receive WOC pay of 5% base salary for each hour assigned and worked. Assignments are at the discretion of the City.

13.2 Acting in Capacity (AIC): Acting in capacity is a different assignment than working out of classification. Acting in capacity is an assignment, in writing by a supervisor, assigning an employee to supervisory duties normally performed by a supervisor or manager who is not part of the bargaining unit. Assignments are at the discretion of the City.

An employee specifically assigned in writing to Acting in Capacity will receive AIC pay of 10% base salary for each hour assigned and worked. Employees do not earn AIC pay during periods of paid leaves. If an employee is assigned both AIC and WOC, the employee is only eligible for AIC pay. Employees may earn AIC and Standby pay consecutively, consistent with Article 31.

Employees may be eligible for AIC pay in emergent situations.

ARTICLE 14. PROTECTIVE CLOTHING

The City will provide protective equipment, including personal protective equipment for eyes, face, head and extremities based upon the specific environmental and work-related factors of the job site and recommendation of the Safety Committee. Protective clothing and protective shields and barriers, shall be used wherever it is necessary by reason of hazards of processes or environments, chemical hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact. Protective equipment shall be maintained in a sanitary and reliable condition. Employees are expected to wear the equipment provided.

As provided in Appendix "X", listed classifications in the divisions of Engineering and Planning & Building may receive a \$200 yearly reimbursement, in August of each year, for raingear and boots. Employees seeking the reimbursement must provide itemized receipts in August. Reimbursement will be made in the payroll period following submission and approval.

As provided in Appendix "Y", listed classifications in the divisions of Parks may receive a \$300 yearly reimbursement, in August of each year, for raingear and boots. Employees seeking the reimbursement must provide itemized receipts in August. Reimbursement will be made in the payroll period following submission and approval.

As provided in Appendix "Z", listed classifications in Water, Streets, and Vehicle Maintenance Divisions receive an annual personnel protective equipment stipend of \$560, paid in the August payroll. The stipend is subject to applicable payroll deductions. Where a stipend is provided, the City will establish minimum standards for the type and quality of the personal protective equipment. Also as provided in Appendix "Z", the classification of Utility Worker E.S.D. will receive an annual personnel protective equipment stipend of \$720, paid in the August payroll. The increased value is for the purposes of secondary raingear. The stipend is subject to applicable payroll deductions. Where a stipend is provided, the City will establish minimum standards for the type and quality of the personal protective equipment. Probationary employees eligible for the stipend are paid a pro-rated portion based on date of hire.

Probationary employees eligible for the stipend and reimbursement are paid a pro-rated portion based on date of hire and are eligible for the stipend and reimbursement during the probationary period.

In the event an employee chooses to provide their own protective equipment, the City shall be responsible to assure its adequacy, including proper maintenance and sanitation of

such equipment. All personal protective equipment shall be of safe design and construction for the work to be performed.

Appendix X
Equipment Reimbursement

The following positions are eligible for equipment reimbursement consistent with Article 14

GIS Coordinator
Engineering Technician
Senior Engineering Technician
Associate Engineer
Associate Planner
Building Inspector
Building Maintenance Worker

Appendix Y
Equipment Reimbursement

The following positions are eligible for equipment reimbursement consistent with Article 14 for Parks:

Park Maintenance Workers
Arborist

Appendix Z
Equipment Stipend

The following positions are eligible for an equipment stipend consistent with Article 14:

Utility Worker Streets	\$560
Utility Worker Water	\$560
Vehicle Maintenance	\$560
Environmental Technician	\$560
Utility Worker ESD:	\$720

ARTICLE 15. DRUG AND ALCOHOL TESTING POLICY

15.1. The Drug and Alcohol Testing Policy is provided by the West Linn Personnel Manual, specifically Policy 26 and 27.

ARTICLE 16. VACATIONS

16.1 All regular full-time employees shall accrue vacation time at the rate of twelve (12) working days annually from those having completed more than six (6) months but less than four (4) years of continuous service. For the purposes of vacation accruals, a “working day” is the equivalent of 8 hours regardless of assigned schedule for full time employees.

Years of Employment	Working days/Year	Working hours/Year
Six (6) months through four (4) years continuous service	12	96
More than four (4) years, less than seven (7) years continuous service	15	120
More than seven (7) years, less than ten (10) years continuous service	20	160
More than ten (10) years, less than fifteen (15) years continuous service	22	176
More than fifteen (15) years continuous service	25	200

16.2 All regular full-time employees shall accrue vacation time at the rate of fifteen (15) working days annually for those having completed more than four (4) years but less than seven (7) years continuous service.

16.3 All regular full-time employees shall accrue vacation time at the rate of twenty (20) working days annually for those having completed more than seven (7) years but less than ten (10) years continuous service.

16.4 All regular full-time employees shall accrue vacation time at the rate of twenty-two (22) working days annually for those having completed more than ten (10) years, but less than fifteen (15) years of continuous service.

- 16.5 All regular full-time employees shall accrue vacation time at the rate of twenty-five (25) working days annually for those having completed more than fifteen (15) years of continuous service.
- 16.6 All regular employees who work twenty (20) hours or more per week on a continuous basis shall be entitled to prorated vacation leave benefits based on years of service as provided above.
- 16.7 New employees shall not be eligible for vacation leave during their first six (6) months of employment, although vacation shall be accrued from the beginning of employment. If for any reason prior to the completion of six (6) months continuous service with the City such employee is terminated, he/she shall be credited with no vacation time.
- 16.8 Continuous service shall be service unbroken by separation from City service, except time spent on military leave as a member of the National Guard or other reserve component of the Armed Forces of the United States shall be included as continuous service.
- 16.9 Vacation time will be taken at a minimum of ¼ hour increments. Vacation time will normally be taken within one (1) year of time earned and may be accumulated to a maximum of three hundred twenty (320) hours. Vacation accrual does not continue if an employee has reached the maximum.
- 16.10 Based on the operating needs of the City, employees shall be allowed to select vacation times as scheduled by the department head or designee, and any conflicts between two or more employees requesting the same period for vacation will be determined by seniority. Processed requests for vacation should be returned to the employee within two weeks of submitting the request.
- 16.11 Three (3) times a year, employees who have scheduled or used at least eighty (80) hours of vacation time in a fiscal year may elect to “sell back” up to a maximum of eighty (80) hours of vacation time during the same fiscal year. The minimum number of vacation hours taken must equal the number of vacation hours sold back to the City in a fiscal year. To be eligible for “sell-back” an employee must retain an accrual of a minimum of 40 hours vacation time, after the cash “sell-back”. The City shall issue a separate check to employees for vacation sell-back, if the City receives the signed, authorized request 30 days in advance. The check will be issued on the same bi-weekly schedule as normal payroll checks. Deductions shall be made based on current State and/or Federal law.

ARTICLE 17. HOLIDAYS

17.1 All full-time employees shall be entitled to the following holidays:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	The Friday following Thanksgiving Day
Christmas Day	December 25 th

(1) Floating Holiday (only for 5/8 or 4/10 schedules)

17.2 All regular employees who work twenty (20) hours or more per week on a continuing basis shall be entitled to pro-rated holiday benefits based on budgeted FTE.

17.3 With the exception of a Floating Holiday, when a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding business day shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on a regularly scheduled day off, the employee's supervisor shall allow the employee either the preceding or the following day to be a holiday in lieu of the day observed. In addition, any employee who works on a holiday shall be either paid compensation at one and one-half (1-1/2) days pay for such work.

17.4 Holidays and work schedules: Employees scheduled for 5/8 or 4/10 shifts will receive 8 hours pay. Employees scheduled on a 9/80 schedule will receive either 9 or 8 hours Holiday pay depending on the day of the observed Holiday. If a holiday falls on the Friday that the City is normally closed, the holiday will fall on the proceeding day, and the employee will be paid 9 hours of holiday pay.

17.5 Floating Holiday: This day accrues January 1st and must be used within the calendar year or is forfeited. Employees hired during the year receive a prorated amount based on the month of hire.

17.6 Holidays for library staff: Due to the operational need of the library and providing services seven days a week, an employee's schedule may be adjusted in a holiday week in consideration for holiday time off and work schedules.

ARTICLE 18. SICK LEAVE

- 18.1. All regular full-time employees shall accrue eight (8) hours of sick leave with pay for each calendar month, with a minimum earning of 1 hour for every 30 hours worked consistent with state law. Sick leave with pay can be granted only in cases of bona fide illness of an employee or illness in the immediate family of an employee, or person living in the employee's household consistent with FMLA/OFLA and state law. Sick leave shall be prorated for part-time employees. The employee shall notify their immediate supervisor (or designate) in the event of illness and use of sick leave. Sick leave may be used in no less than $\frac{1}{4}$ hour.
- 18.2. Verification of illness may be required by the City in the event of:
- 18.2.1. Justifiable suspicion of abuse of sick leave; or
 - 18.2.2. The employee's request for transfer of sick leave to augment scheduled vacation; or
 - 18.2.3. Absence in excess of three (3) workdays.
- 18.3. Upon retirement under the Public Employees Retirement System, an employee's accumulated sick leave will be credited to the Public Employees Retirement benefits as provided and in accordance with Oregon Revised Statute 237.153 relating to such conversion and as administered by the Public Employee Retirement System.

ARTICLE 19. WORKERS COMPENSATION

- 19.1 The City shall provide worker's compensation insurance as required by State law. Employees who become eligible for workers' compensation shall be provided all benefits and rights in conformance with Oregon law. Following the first six (6) months of an employee's absence due to an on-the-job injury or illness, the employee shall return all city owned property in the possession of the employee.

19.2 Worker's Compensation Leave:

First 90 Days:

For employees on a worker's compensation accepted claim, the City shall issue a check in lieu of wages in an amount which is the difference between any worker's compensation payments and the employee's regular, straight time net wages for that period covered by the compensation payments. Regular straight time net wages are defined as the employee's normal base pay for regularly scheduled hours and does not include overtime hours, exclusive of voluntary deductions. The employee shall receive any general salary adjustments based on this Union Agreement and will be eligible for any salary step increases. Any and all City payments to the employee in lieu of wages for an approved on-the-job injury or illness shall cease when the employee becomes eligible for payments under the City's disability insurance program.

During the period of the first 90 days, the City will deduct the employee's insurance cost share premium contribution or other required deductions through payroll deduction from any payments made to the employee. If insufficient funds are available, the employee will be responsible for payment of the employee's insurance cost share premium, payable to the City.

The employee during the first ninety (90) day period will continue to accrue all benefits, including but not limited to sick leave, vacation accrual, health insurance and PERS contribution. The PERS calculation is limited to the value paid on the gap paid to the employee.

After 90 days:

After 90 days on an accepted and continued worker's compensation claim, the City shall not pay the cost of employee benefits nor will the employee continue to accrue benefits including but not limited to sick leave, vacation accrual, health insurance and PERS contribution.

Employees may elect to use accrued paid leaves for the difference between any worker's compensation payments and the employee's regular, straight time net wages for that period covered by the compensation payments. Employees will not receive any additional accruals for these payments. The City will deduct any required deductions through payroll deduction.

Health Insurance continuation is subject to carrier eligibility rules and COBRA.

19.3 An employee may be given the opportunity to return to work on a modified work plan as provided by the City Personnel Policy.

ARTICLE 20. INSURANCE

20.1 Medical-Hospital Insurance:

20.1.1 The City shall pay 90% of the cost of premiums for medical insurance for each eligible employee (pro-rated for part-time employees less than .75 budgeted FTE and their eligible dependents). Employees will pay the remainder through payroll deduction. In the event the City seeks to change carriers, the City will give notice under ORS 243.698 to bargain the change in carriers with the objective to maintain substantially equivalent benefits if possible.

20.1.2 Insurance coverage provided in this Article for domestic partners is limited to Registered Domestic Partners under ORS 106.300 et seq.

20.2 Dental Insurance:

20.2.1 The City shall pay 90% of the cost of premiums for dental insurance for each eligible employee (pro-rated for part-time employees less than .75 budgeted FTE and their eligible dependents). Employees will pay the remainder through payroll deduction. In the event the City seeks to change carriers, the City will give notice under ORS 243.698.

20.3 Life Insurance. The City shall provide a \$25,000 life insurance policy for all employees covered by this Agreement. In addition, the City shall provide \$2,000 coverage for spouses and dependents of all employees.

20.4 Long Term Disability Insurance. The City shall continue to provide long-term disability insurance for all employees covered by this Agreement.

20.5 The City will comply with all requirements of the Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA).

20.6 Benefits Review Committee:

20.6.1 A Labor-Management Benefits Review Committee shall have the responsibility for recommending the level, scope and design of benefit plans offered to employees for medical, dental, vision, disability and life insurance. The primary goal of the Committee shall be to develop a comprehensive benefit program that meets the needs of the employees within the budgetary restrictions of the City.

20.6.2 The Committee shall be comprised of both management and represented employees, including the Clackamas County Police Officer's Association. Each bargaining unit adopting these provisions shall be entitled to appoint one voting member to the Committee. It is understood that bargaining units that do not adopt these provisions will be entitled to appoint one nonvoting member to the Committee. Management membership will consist of voting members in a number equal to the voting bargaining unit membership. The City or the bargaining units may invite other nonvoting members to attend meetings, as needed, to facilitate committee business. The Committee may meet more frequently, as required. Decisions of the Committee will be made by a majority of votes. The Chair will be the Human Resources Director.

20.6.3 The Committee can make plan design recommendations for medical, dental, vision, disability and life insurance at least 60 days prior to the succeeding plan year.

20.6.4 The City shall provide administrative coordination and support for the Committee. The Committee, at its request, shall be provided with budgetary and other information necessary for completing its work.

20.6.5 The City will make decisions on the following issues after consideration of Committee recommendations:

20.6.5.1 Carrier selection,

20.6.5.2 Third party administrator selection,

20.6.5.3 Employee benefits consultant selection,

20.6.5.4 Alternate funding arrangements, and

20.6.5.5 Other optional benefit programs.

20.7 Voluntary Employees Beneficiary Account (VEBA): The City shall contribute \$50.00 per employee per month into employee VEBA accounts. Effective July 1, 2015, the City shall contribute \$60.00 per month into employee VEBA Accounts

ARTICLE 21. RETIREMENT

21.1. The City agrees to participate in the Oregon State Public Employees Retirement System and in the Oregon Public Service Retirement Plan (OPSRP) to pay the City's amount required into each employee's PERS account. The City shall cease withholding from employee's monthly salaries the contributions required by ORS 237.071, and shall "pick up"

and pay the employee's six percent (6%) contribution to the Public Employees Retirement Fund and to the Oregon Public Service Retirement Plan (OPSRP) for the employee members then participating in the Public Employees Retirement System and to the Oregon Public Service Retirement Plan (OPSRP). Such "pick up" or payment of employee member's monthly contributions to the system shall continue for the life of this Agreement. The full amount of required employee contributions "picked up" or paid by the employer on behalf of the employees pursuant to this Agreement shall be considered as "salary" for the purposes of computing an employee member's "final average salary", but shall not be considered as "salary" for purposes of determining the amount of employee contributions required to be contribute. Such "picked up" or paid employee contributions shall be credited to the employee accounts pursuant to PERS rules and shall be considered to be employee contributions.

ARTICLE 22. RESERVED - VACANT

ARTICLE 23. UNION RIGHTS

- 23.1. Union Orientation of New Employees: A Union representative will be allowed to meet with each employee for up to thirty (30) minutes on paid time.
- 23.2. Bulletin Boards: The City agrees to furnish bulletin boards in City Hall, the Library and Public Works. The Union shall limit its posting of notices and bulletins to such boards and shall use the boards only for notices and bulletins concerning official Union matters. Postings shall be placed and/or maintained by Union officers, i.e., stewards.
- 23.3. Employees selected by the Union to act as Union representatives shall be known as "stewards". The names of employees selected as "stewards" and the names of other Union representatives who may represent employees shall be certified in writing to the City by the Union and updated accordingly. The employer agrees that accredited representatives of AFSCME shall have access to employees in the bargaining unit during working hours for the purpose of processing grievances or contacting members of the Union provided that such access does not interfere with the normal operations of the department, and provided further that the accredited representative has first received the consent of the departmental supervisor.

ARTICLE 24. BEREAVEMENT LEAVE

- 24.1. In the event of a death in the employee's immediate family, an employee shall be granted leave, not to exceed five (5) calendar days off, with pay. "Immediate family" shall be defined as husband, wife, son, daughter, father, mother, brother, sister, grandfather, grandmother, grandchildren, mother-in-law, father-in-law, grandmother-in-law, grandfather-in-law, sister-in-law, brother-in-law, domestic partner or other person living in the employee's household. The term "Immediate family" shall include step or half relations. Leave under this Article is concurrent with any leaves provided by OFLA.
- 24.2. An employee shall be granted not more than three (3) hours of compassionate leave to attend the funeral or memorial service for a current West Linn employee or retiree.

ARTICLE 25. MILITARY LEAVE WITH PAY

- 25.1. For all periods of annual active duty for training as a member of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States or of the United States Public Health Service, any employee of the City of West Linn is entitled, upon application therefore, to a leave of absence from their duties for a period not exceeding fifteen (15) days in any one (1) calendar year, without loss of time, pay, or regular leave and without impairment of efficiency rating or other rights of benefits to which he is entitled. City will abide by all applicable laws including ORS 408.290.
- 25.2. Military service and reinstatement: A City employee called to active military service shall, upon honorable discharge from such service, be granted to a position in the same class as his/her last held position, at a salary rate prevailing for such class, without loss of seniority of employment rights. If it is established that he/she is not physically qualified to perform the duties of his/her former position by reason of such service, he/she shall be offered in other work he/she is able to perform at the nearest appropriate class to his/her former class.

ARTICLE 26. OTHER LEAVES

- 26.1 Leaves of Absence: Leaves of absence without pay or accrual of other benefits for a limited period, not to exceed six (6) months, may be granted for any reasonable purpose

where, in the judgment of the department head, the temporary absence of an employee does not create an undue burden on the operations of the employee's work assignment and department. Any such leave must be consistent with the needs of the City and approved by the department head. At the discretion of the department head, with City Manager or designee approval, upon written request by the affected employee, such leave may be extended in no more than three (3) month increments. If an employee is denied a leave of absence, the department head will state the reasons in writing.

- 26.2 Jury/Witness Duty: Employees shall be granted leave with regular straight-time pay for when required to attend jury duty during normally scheduled work hours or for attending by order of a subpoena for a matter of City business or as a witness while on duty. An eligible employee shall endorse their jury/witness fee minus any expenses incurred. Any compensation received by the employee for vehicle expense (mileage) shall be retained by the employee.
- 26.3 Peace Corps or Vista Service. As provided by statute, any employee who enters the Peace Corps of the United States shall be given leave for such service. Any employee who enters the Vista Service of the United States shall also be granted leave for such service.
- 26.4 Oregon Family Leave Act/Federal Family Medical Leave Act leave may be taken pursuant to State and Federal Law.

ARTICLE 27. DISCIPLINE AND DISCHARGE

- 27.1. Discipline.
- 27.1.1 Disciplinary action shall include only the following: Oral reprimand; written reprimand; suspension with pay, suspension without pay, with notice in writing; demotion; or discharge.
- 27.1.2 Disciplinary action may be imposed upon an employee only for just cause. If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- 27.1.3 Any disciplinary action, imposed upon an employee may be processed as a grievance through the regular grievance procedure.
- 27.1.4 No interview or hearing conducted by the supervisor shall lead to disciplinary action without a union representative present unless waived in writing by a union

member. The supervisor shall advise the employee of their right to union representation.

27.2 Suspension, Demotion or Discharge.

27.2.1 Due Process: Prior to imposition of an economic sanction, the City will provide 24 hours written notice to the Union and the employee of the opportunity to meet in an informal meeting to refute the charges or allegations either in writing or orally, and of the time and place of the meeting. The City will include notice of allegations, facts derived from the investigation, and the policy violations considered for the potential disciplinary action. The notice shall inform the employee of the right to have Union representation at the informal meeting and the disciplinary sanction under consideration. The employer agrees to consider factors presented by the Union or employee under this section prior to imposition of final discipline.

27.2.2 Imposition of Discipline: The employee and Union will be given written notice of disciplinary actions under 27.1.1.1. Such notification shall state the findings of misconduct and violations. Upon request by the employee or Union, the City will provide the materials relied upon to make the disciplinary findings, subject to reasonable costs.

The employee or the Union shall have to grieve imposition of discipline through the grievance process, Article 4.

ARTICLE 28. WAGES

28.1 Effective and retroactive to July 1, 2016, the wage increase will be 1.5% (one and one-half percent) applied to the base step for all classifications in the wage scale. Wage scale is attached as Exhibit A including job classifications.

Effective July 1, 2017, the wage increase will be 1.7% (one and seven-tenths percent) applied to the base step for all classifications in the wage scale.

Effective July 1, 2018, the wage increase will be the average of the 1st and 2nd half reported Portland CPI-W for 2017 within a minimum of 1.5% and maximum of 2.0% applied to the base step for all classifications in the wage scale.

The salary scale reflects a negotiated yearly salary based on a regular schedule working 2080 hours per year. The base hourly rate is determined by the annual salary

using the 2080 regular work schedule as applicable for full time employees (40 hours/week).

- 28.1.1 Normally an employee will be appointed at the entrance rate for the class unless the employee's qualifications as determined by the City would support appointment at a higher step.
- 28.1.2 After initial appointment to a position, the employee shall receive the minimum salary for the position. However, in the case when unusual difficulty in filling the vacancy is experienced or when the appointee is exceptionally qualified, the City Manager may cause the initial appointment to be made at a salary rate above the minimum, but not more than the maximum within the budget limitation.
- 28.1.3 An employee may advance in step increments on the salary schedule following the completion of one (1) year of satisfactory service as determined by the employee's Department Head.
- 28.1.4 A step increase will not be denied unless adequate prior notice of a problem has been given to the employee prior to the employee's anniversary. This notice is intended to enable the employee to respond to a corrective work plan. Such notice will include documentation concerning needed areas of improvement as well as a corrective work plan.
- 28.2 An employee who does not receive a satisfactory yearly evaluation and is denied an increase will be reevaluated within ninety days. Should an employee improve to a level warranting a step increase, that employee shall be advanced a step on the salary schedule effective ninety (90) days from the date of the anniversary. If the employee is not evaluated within ninety (90) days, the employee will automatically be advanced a step on the salary schedule.
- 28.3 Deferred Compensation Program. Effective the month following execution of this agreement, the City will pay 1.5% of base salary to each employee's deferred compensation contribution plan. Base salary does not include incentive or assignment pay. The City contribution applies to all employees budgeted at 0.5 FTE or more. The City accepts no liability for the success or failure of individual investment programs. This section is subject to applicable tax rules. Employees are responsible for any fees associated to the carrier. Effective January 1, 2018, the employer deferred compensation contribution will increase to 2.0% of base salary.
- 28.4 Mileage. Any employee required to use their personal vehicle in the performance of their duties shall be paid at the IRS mileage rate.

28.5 Licenses/Certification. For any employee required to have a Commercial Driver's License (CDL) the City will pay for recurring license and physical examination costs.

ARTICLE 29. RETIREES

29.1. Upon request by the Union, the City will provide the Union a report of any employee having retired within the last six months. For purposes of this Agreement, a retiree shall be defined as a person who has given written notice that he/she is separating from City service by PERS retirement and that person has actually separated from City service.

ARTICLE 30. EXISTING PRACTICES

30.1. Only such existing and future work rules and benefits as are expressly and specifically covered by the terms of this Agreement shall be affected by the recognition of the Union and the execution of this Agreement. It is jointly recognized that the City must retain authority to fulfill and implement its responsibilities and may do so by work rules, oral and written, existing or future. It is agreed that no work rules will be promulgated or implemented which are contrary to the terms of a specific provision of this Agreement. All written work rules, existing or future, will be furnished to affected employees. The City agrees to reduce major changes in work rules to writing and provide the Union with such changes consistent with ORS 243.698.

ARTICLE 31. STAND-BY

31.1 The purpose of the stand-by program is to provide emergency coordination and response during time other than regular working hours. An employee assigned to stand-by will receive the equivalent value of one hour per day of straight time on normally scheduled work days or 2.5 hours per day of straight time on unscheduled days* applied to the employees compensatory time bank or as pay of stand-by duty, plus applicable call back and overtime for actual time worked. Employees are generally assigned for one-week periods. Standby pay is not considered hours worked. An employee assigned to stand-by needs to respond to work related phone calls within 5 minutes and be readily available to report to work within 60 minutes time. Contractual call back provisions will apply only

when it is necessary for an employee to actually respond to the emergency site. *The 2.5 hours pay does not apply for holidays: see Article 31.2

31.2 Holiday Standby: Employees assigned on standby will receive four (4) additional hours compensatory straight time or pay for each contractual holiday, which occurs during their scheduled stand-by time. For the purposes of this section, a holiday is the actual day of the holiday.

31.3 Public Works Stand-by Program. In order to staff the stand-by program, the City will periodically ask for volunteers from qualified Public Works employees. In so far as reasonably possible, all the qualified employees will be afforded the opportunity to participate in the stand-by program equally. The City may assign each volunteer to be on call for a one (1) week stand-by period. In the event there are insufficient volunteers to provide adequate coverage, the City will revert to assignment of standby using a rotating list based on seniority. A beeper, cell phone and a pickup will be provided to the employees during stand-by hours for use in response to an emergency.

Employees may trade assigned stand-by so long as their assignment is covered. Failure to cover an assignment may lead to disciplinary action.

ARTICLE 32. SAFETY

32.1. The City agrees to abide by standards of safety and health in accordance with Oregon Statutes and Administrative Rules. Safety and health issues should be brought to the attention of the City Safety Committee.

ARTICLE 33. SAVINGS CLAUSE

33.1. Should any article, section, or portion thereof of this Agreement be unlawful or held unlawful or unenforceable by an opinion of the Attorney General of the State of Oregon or by any court of competent jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof, directly specified in the decision. Upon the issuance of any such decision, the parties agree to meet to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

ARTICLE 34. WAIVER AND SCOPE OF BARGAINING

34.1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. During the life of this contract, however, the parties may bargain collectively about the terms of successor collective bargaining agreements.

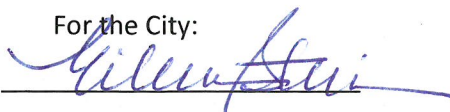
ARTICLE 35. TERM OF AGREEMENT

35.1 This Agreement shall become effective upon execution and shall remain in full force and effect until the 30th day of June 2019. Negotiations for a successor agreement will begin in March of the expiring year.

35.2 This Agreement may be amended at any time by mutual agreement of the Union and the City; such amendments shall be in writing and signed by both parties.

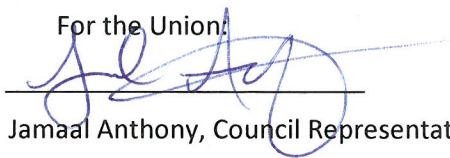
In Witness Whereof, the parties hereto have set their hands this 24 day of May, 2017.

For the City:



Eileen Stein, City Manager

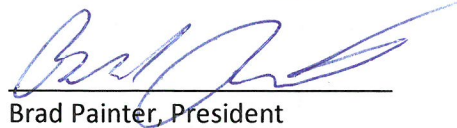
For the Union:



Jamaal Anthony, Council Representative



Elissa Preston, HR Director



Brad Painter, President

Exhibit A
City of West Linn Compensation Plan

Listing of American Federation of State, County and Municipal Employees (AFSCME)
Local 350-1, Council 75

AFSCME received a 1.5% COLA increase effective 7/1/16

Effective July 1, 2016 - June 30, 2017

Classification Title	Salary Range	Employee Group		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Civil Engineer	I	AFSCME	<i>Hourly</i>	30.1512	31.7476	33.4212	35.1914	37.0581	39.0214
GIS Coordinator	I	AFSCME	<i>Bi-weekly</i>	2,412	2,540	2,674	2,815	2,965	3,122
Building Plans Examiner / Inspector	I	AFSCME	<i>Annually</i>	62,714	66,035	69,516	73,198	77,081	81,165
Management Analyst	H	AFSCME	<i>Hourly</i>	28.1428	29.6298	31.2004	32.8676	34.6121	36.4337
Network and Computer Systems Administrator	H	AFSCME	<i>Bi-weekly</i>	2,251	2,370	2,496	2,629	2,769	2,915
Accountant	H	AFSCME	<i>Annually</i>	58,537	61,630	64,897	68,365	71,993	75,782
Citizen Engagement Coordinator	H	AFSCME							
Senior Engineering Technician	G	AFSCME	<i>Hourly</i>	26.1473	27.5184	29.0054	30.6018	32.2303	33.9877
Associate Planner	G	AFSCME	<i>Bi-weekly</i>	2,092	2,201	2,320	2,448	2,578	2,719
Building Plans Examiner	G	AFSCME	<i>Annually</i>	54,386	57,238	60,331	63,652	67,039	70,694
Associate Engineer	G	AFSCME							
Records Coordinator / Deputy City Recorder	G	AFSCME							
Parks Program Manager - Maintenance	G	AFSCME							
Administrative Assistant	F	AFSCME	<i>Hourly</i>	24.1647	25.4199	26.8168	28.2522	29.8100	31.3742
Building Inspector III	F	AFSCME	<i>Bi-weekly</i>	1,933	2,034	2,145	2,260	2,385	2,510
Building Maint. Worker III	F	AFSCME	<i>Annually</i>	50,263	52,873	55,779	58,765	62,005	65,258
Children's Librarian	F	AFSCME							
Desk Top Technician II	F	AFSCME							
Engineering Technician	F	AFSCME							
Environmental Technician	F	AFSCME							
GIS Specialist	F	AFSCME							
Lead Mechanic	F	AFSCME							

City of West Linn Compensation Plan

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Librarian II	F	AFSCME							
Park Dev.Coord/Arborist	F	AFSCME							
Park Maint. Worker III	F	AFSCME							
Recreation Coordinator II	F	AFSCME							
Reference Librarian	F	AFSCME							
Senior Accounting Clerk	F	AFSCME							
Utility Worker III/Sewer	F	AFSCME							
Utility Worker III/Streets	F	AFSCME							
Utility Worker III/Water	F	AFSCME							
Accounting Clerk II	E	AFSCME	<i>Hourly</i>	22.1435	23.3408	24.6024	25.9092	27.3189	28.7801
Administrative Staff Asst.	E	AFSCME	<i>Bi-weekly</i>	1,771	1,867	1,968	2,073	2,186	2,302
Assistant Planner	E	AFSCME	<i>Annually</i>	46,058	48,549	51,173	53,891	56,823	59,863
Building Inspector II	E	AFSCME							
Building Maintenance Worker II	E	AFSCME							
Desk Top Technician	E	AFSCME							
Librarian	E	AFSCME							
Municipal Court Clerk II	E	AFSCME							
Park Maintenance Worker II	E	AFSCME							
Permit Coordinator	E	AFSCME							
Utility Worker II	E	AFSCME							
Library Children's Services Specialist	D	AFSCME	<i>Hourly</i>	20.3419	21.2165	22.3816	23.5918	24.8406	26.1731
Library Assistant III	D	AFSCME	<i>Bi-weekly</i>	1,627	1,697	1,791	1,887	1,987	2,094
Library Technical Assistant	D	AFSCME	<i>Annually</i>	42,311	44,130	46,554	49,071	51,668	54,440
Recreation Coordinator	D	AFSCME							

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Accounting Clerk	C	AFSCME	<i>Hourly</i>	18.1525	19.1181	20.1609	21.2230	22.4074	23.5918
Building Maintenance Worker	C	AFSCME	<i>Bi-weekly</i>	1,452	1,529	1,613	1,698	1,793	1,887
Library Assistant II	C	AFSCME	<i>Annually</i>	37,757	39,766	41,935	44,144	46,607	49,071
Municipal Court Clerk	C	AFSCME							
Office Specialist	C	AFSCME							
Park Maintenance Worker I	C	AFSCME							
Utility Worker I	C	AFSCME							
Library Assistant I	B	AFSCME	<i>Hourly</i>	16.1699	17.0196	17.9401	18.8928	19.9163	20.9977
				1293.59	1361.57	1435.21	1511.42	1593.30	1679.81
				33633.37	35400.73	37315.36	39296.95	41425.81	43675.18
Library Aide	A	AFSCME	<i>Hourly</i>	14.1487	14.9018	15.7129	16.5819	17.4573	18.3971
		AFSCME	<i>Bi-weekly</i>	1,132	1,192	1,257	1,327	1,397	1,472
		AFSCME	<i>Annually</i>	29,429	30,996	32,683	34,490	36,311	38,266

Note: Salaries may vary slightly because of rounding and because of the City's payroll software system calculations

Updated 3/30/17