

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

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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.
- 1.2. 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. A seasonal employee shall be defined as any employee specifically hired to perform common outdoor labor tasks typically done only during periods of favorable weather, e.g., non-winter months.
- 1.3. Any temporary employee who averages twenty (20) hours or more per week in any six (6) month period shall become a part of the bargaining unit.
- 1.4. Any seasonal employee who averages twenty (20) hours or more per week for greater than nine (9) cumulative months in a calendar year shall become a member of the bargaining unit.
- 1.5. Employees cannot be both a seasonal and temporary employee in the same fiscal year unless they become a member of the bargaining unit.
- 1.6. 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 which should be included in the bargaining unit or modifies a current position

outside the bargaining unit which should then be included in the bargaining unit.

- 1.7. 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. 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.
- 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

- 3.1. 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.
- 3.2. Without limitation, but by way of illustration, the functions and rights of the City shall include the following:
 - 3.2.1. 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;
 - 3.2.2. 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;
 - 3.2.3. To determine the need for a reduction or increase in the work force;
 - 3.2.4. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety materials, equipment, uniforms, methods and procedures;
 - 3.2.5. To assign and distribute work;
 - 3.2.6. To assign shifts, work days, hours of work, and work locations;
 - 3.2.7. To introduce new duties and to review job classifications and duties within the unit;
 - 3.2.8. To determine the qualifications of new employees;
 - 3.2.9. To discipline an employee for just cause;
 - 3.2.10. To determine the need for additional educational courses, training programs, on-the-job training, cross training, safety training;
 - 3.2.11. To determine the need for overtime and the classifications to work such overtime;
- 3.3. Subcontracting. The City shall notify the Union, as soon as possible of the possibility of the City contracting or subcontracting out work and/or services currently performed by members of the bargaining unit who could or may be

displaced by such subcontract or contract. However, in no event shall the City contract out any work currently done by bargaining unit members unless the City can actually demonstrate that contracting out would provide the City actual savings. Such savings cannot result from contractor paying lower wages and benefits. The City shall comply with all applicable contracting laws. At the time such notice is given the Union, the City and/or the Union will notify the Employment Relations Board that the parties have entered negotiations concerning subcontracting and ask that a mediator be assigned to this issue and schedule, in advance, mediation sessions should the parties reach impasse during negotiations. The parties agree that negotiations regarding the decision and impact of the subcontracting shall continue for no longer than ninety (90) days from the receipt of the City's notice. The first negotiation session shall be scheduled no later than ten (10) working days of receipt of the City's notice. Should the parties be at impasse following negotiation and mediation, the parties agree to submit the dispute to an arbitrator for resolution.

- 3.4. The exercise of the management function or right which is not specifically limited by this Agreement is retained by the City.

ARTICLE 4. GRIEVANCE PROCEDURE

4.1.1. 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.

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

4.1.3. 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:

4.1.3.1. **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.

4.1.3.2. **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.

4.1.3.3. **Step 3.** If the grievance remains unresolved after Step 2, the employee or 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.

4.2. The rules governing the grievance procedure shall be as follows:

4.2.1. 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.

4.2.2. 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.

4.3. Arbitration:

4.3.1. Procedure:

4.3.1.1. 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 five (5) 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.

4.3.1.2. 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.

4.3.1.3. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.

4.3.1.4. 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 shall provide an employee the opportunity to review the employee's personnel file. Copies of the contents of this file requested by the employee shall be provided at the employee's own expense. 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, upon request of the employee, be removed 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 to support dismissal if challenged through arbitration.

5.4. Employees shall have the opportunity to review and sign any personnel document which 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. The City shall post on each bulletin board provided in accordance with Article 22 of this contract for not less than seven (7) days, notices of job vacancies offered by the City of West Linn for which employees may apply. Employees shall be permitted to apply for vacant positions, and vacancies shall, whenever possible, 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 work week shall be determined by the City based on the needs of the City and services to the public. The work week 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, a flexible schedule or 9-80 schedule based on mutual Agreement between the employee and the City, as follows:
 - 7.1.2.1. a 4-10 work schedule shall consist of four (4) consecutive days of ten (10) work hours each.
 - 7.1.2.2. 9-80 work schedule shall be a two (2) work week schedule consisting of the first week based on four (4) nine (9) hour days and one (1) eight (8) hour day followed by a week of four (4) nine (9) hour days followed by three (3) days off.
 - 7.1.2.3. a flexible work schedule shall be equal in total hours worked during the pay period to that of a 5-8 employee but shall have a maximum of 10 hours worked per day and a maximum of 40 hours per week.
 - 7.1.3. Part time as follows:
 - 7.1.3.1. Regular Part-Time employees shall mean any employee 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, 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 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.
- 7.4. In the event of extraordinary circumstances, creating 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 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. Essential employees required to stay and work during a City closure, will receive time and one half pay for work performed after the City Manager has closed the City offices.
- 7.6. Rest Periods. Where possible, a 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, and shall be considered on-duty working time. The rest period shall be permitted as nearly as possible to the midpoint of each half shift.

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.

- 7.7. 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.

Only those part-time employees who work more than five (5) hours are entitled to a meal period.

7.8.1 **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.

7.8.2 **Flexing within Workweek** Employees may request to work fewer hours than scheduled on one (1) day in an FLSA work week 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.

7.8.3 **Telecommuting** The City supports telecommuting as an alternative work arrangement. Telecommuting means 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).

7.8.3 To be considered for an alternative schedule option, 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. SEASONAL EMPLOYEE

8.1. Seasonal employees work only during the period of March 1 through October 31 of any calendar year, unless otherwise mutually agreed to by the City and the Union. The Union will be notified at the time of hire of any seasonal employee. The Parks Department and Public Works Department employ seasonal employees.

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.

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.

- 9.4. Using Vacation and Sick Leave Benefits. Each employee will be paid 100% vacation benefits (maximum 8 hours per day) when the employee is off on vacation, during the employee's "regular scheduled work week (see definition)".

Sick leave benefits will be 100% paid (maximum 8 hours per day) when the employee is ill during the employee's "regular scheduled work week". Otherwise, the employee will not be eligible for paid sick leave benefits, even though the employee worked during a non-regular scheduled work week.

- 9.5. Holiday Pay. Holiday Pay Rule: Each employee will be paid four (4) hours pay for every City recognized holiday.
- 9.6. Bereavement Leave. A job share employee shall be eligible for 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. The City and the Union agree to waive the application of ORS 279.340 and shall utilize the following provision in determining compensation for overtime:
- 10.1.1. All authorized work shall be compensated at the rate of time-and-one-half (1-1/2) for work under the following conditions:
- 10.1.1.1. Employees assigned to a 5-8 schedule shall receive overtime credit for any work after eight (8) hours on any workday, and for any work performed on the sixth or seventh day of the employees work week.
- 10.1.1.2. Employees assigned to a 4-10 schedule shall receive overtime credit for any work after ten (10) hours on any workday and for any work performed on the fifth, sixth, or seventh day of the employees work week.
- 10.1.1.3. Employees assigned to a 9-80 work schedule consisting of four (4) nine (9) hour days and one (1) eight (8) hour day followed by four (4) nine (9) hour days schedule, shall receive overtime credit for any work after 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 for any work performed on the fifth (in the case of three consecutive days off), sixth, or seventh day of the employee's work week.
- 10.1.1.4. Employees assigned to a flexible work schedule shall receive overtime credit for any work after (10) hours on any regularly scheduled workday and for any work performed on the sixth and seventh day of the employee's workweek.
- 10.2. For the purpose of determining hours worked, 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. Daily and weekend overtime opportunities shall be accumulated

on adequate records and offered overtime not worked shall be considered as worked in maintaining these records. The employer shall not be required to break in on work in progress or change an employee's shift to maintain an equitable balance of overtime opportunities. If it is established that he/she has not received his/her fair share of weekly overtime, such employee shall have preference to future weekly overtime until reasonable balance is re-established.

- 10.5. Whenever an employee is called back to perform emergency or unscheduled work, the employee shall receive a minimum of two (2) hours pay at time and one-half (1-1/2) unless the overtime is contiguous to the employee's shift. All time worked shall be at the rate of time and one-half (1-1/2).
- 10.6. Except in an emergency, an employee shall be released from duty immediately upon cessation of the event that required the call back.
- 10.7. At the employee's choice, all overtime worked shall be paid or the employee shall receive compensatory time at the rate of time and one-half (1 ½). If budgeted funds are not available for the payment of overtime, such overtime shall be allowed in compensatory time off, at the appropriate overtime rate.

Employees may accumulate up to a maximum of eighty (80) hours of compensatory time off. If employees accrue eighty (80) hours of compensatory time in lieu of overtime, he/she shall not have the option of receiving compensatory time in lieu of overtime, but shall be paid for subsequent overtime until such time as the compensatory time accumulation is reduced below eighty (80) hours.

- 10.8. 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. Promotional and lateral transfer probationary appointments shall be no more than three (3) consecutive months' service. 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, 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, shall gain regular employment status, and shall be so informed by the appropriate supervisor. Lack of notification by the appropriate supervisor shall not affect the gain of regular employment status.

11.4. During the initial probationary period an employee may be terminated at any time without just cause.

11.5. In the case of promotional or lateral transfer appointments, the promoted or lateral transfer employee may be demoted at any time during the probationary period to his/her former classification for unsatisfactory work performance or may elect to return to his/her 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. 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 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.

12.3. An employee will remain on the layoff list and be eligible for recall 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.

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, benefits 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 lay off register turns down a recall to a previous position from which the employee was laid off, the remaining recall rights are forfeited and the former employee is removed from the register.

If an employee on the lay off register turns down a recall to a position other than the position from which the employee was laid off, the remaining recall rights will remain in place and the employee will remain on the register.

Temporary and seasonal positions will be offered first to qualified employees on the layoff register.

The Union will receive notification of any recalls.

12.8. Laid off employees shall have the following options:

12.8.1. Accept the layoff.

12.8.2. Displace the employee with the lowest seniority in the same classification within the city, provided the employee is qualified for the position as described in 12.9.

12.8.3. Displace the employee with the lowest seniority in a lower level classification in the city, provided the displacing employee is more senior and is qualified for the position as described in 12.9.

12.8.4. Displace the employee with the lowest seniority in a classification in which the employee has previous successful service, provided the displacing employee is more senior and is qualified for the position as described in 12.9.

12.8.5. Request assignment to an open vacant bargaining unit or temporary position, provided the employee is qualified for the position as described in 12.9.

12.8.6. For purposes of bumping, seniority shall be the total length of continuous service with the City. Seniority shall not be pro-rated for part-time or job share employees as defined in 11.1.

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

13.1. When employees are assigned by the employer to work in a classification with a higher rate of pay, the employee shall receive the first step in the higher classification that would be greater than their current rate of pay. No employee shall be assigned to work in a higher classification for a period of time less than eight (8) hours.

ARTICLE 14. PROTECTIVE CLOTHING

14.1. The City will provide protective equipment, including personal protective equipment for eyes, face, head and extremities. 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.

14.2. 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.

14.3. The City shall, with advice from the Safety Committee, determine the requirements for personal protective equipment, based upon the specific environmental and work-related factors of the job site. The City shall procure the necessary personal protective equipment or provide an appropriate allowance to the employee for the purchase of the personal protective equipment. Where an allowance is provided, the City will establish minimum standards for the type and quality of the personal protective equipment.

ARTICLE 15. DRUG AND ALCOHOL TESTING POLICY

15.1. The Drug and Alcohol Testing Policy is attached to this Agreement as Exhibit B.

ARTICLE 16. VACATIONS

- 16.1.1. All regular full-time employees shall accrue vacation time at the rate of twelve (12) working days annually through the completed more than six (6) months but less than four (4) years of continuous service.
- 16.1.2. 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.
- 16.1.3. 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.
- 16.1.4. 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.
- 16.1.5. 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.
- 16.1.6. All regular employees who work twenty (20) hours or more per week on a continuous basis shall be entitled to prorated vacation leave benefits.
- 16.2. 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.
- 16.3. 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.
- 16.4. Vacation time will normally be taken within one (1) year of time earned and normally may be accumulated to a maximum of three hundred twenty (320) hours.

16.5. 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.

16.6. Two 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

Floating Holiday

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.

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 Friday 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. Any employee who may be requested to work on a holiday shall be either paid compensation at one and one-half (1-1/2) days pay for such work, or at the option of the employee, one and one-half (1-1/2) days may be added to, and taken at, their regular vacation for each such holiday worked, in addition to the regular holiday pay.

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, or major fraction thereof served. There is no limit on the amount of sick leave that can be accrued. 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. 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.
- 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 five (5) 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.
- 18.4. For each quarter in which no sick leave is used, an employee may convert eight (8) hours of sick leave into vacation time or cash. To be eligible to convert sick leave to vacation time or cash, as described in this Article, the employee must have a minimum of eighty-eight (88) hours of accrued sick leave prior to the conversion process. Quarters are periods defined as follows:

First quarter: July 1, through September 30; Second quarter: October 1, through December 31; Third quarter: January 1, through March 31; Fourth quarter: April 1, through June 30.

Sick leave converted to vacation time will be credited through the end of each quarter. If sick leave is converted to cash, pay will be at the employee's hourly rate at time of accrual. Employees selecting either the vacation or cash option will be paid or credited vacation time at the end of each quarter.

ARTICLE 19. WORKERS COMPENSATION

- 19.1. The City shall provide worker's compensation insurance as required by State law. Employees who become eligible for the City worker's compensation benefits shall be allowed up to twelve (12) months leave if they are unable to perform the duties of their position for a temporary period. 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. 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. Net wages shall be the cash value of the employee's last biweekly paycheck, 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.
- 19.3. After an employee is on leave as a result of an on-the-job injury, illness, and is receiving a check in lieu of wages by the City for a period of ninety (90) days, a charge against the employee's sick leave account will be made in proportion to the amount of wages paid by the City. The City shall not issue a check in lieu of wages unless the employee has sufficient sick leave accrued.
- 19.4. 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. Following the first ninety (90) day period, 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.

- 19.5. 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 95% of the cost of premiums for medical insurance for each eligible employee (pro-rated for part-time employees) and their eligible dependents. The Union agrees to accept the new prescription plan, outlined in Exhibit D. In the event the City changes carriers, the level of benefits shall remain equal to or better.

20.1.2. Effective August 1, 2015 the City shall City shall pay 90% of the cost of premiums for medical insurance for each eligible employee (pro-rated for part-time employees) and their eligible dependents. In the event the City changes carriers, the level of benefits shall remain equal to or better.

20.2. Dental Insurance.

The City shall pay 95% of the cost of premiums for dental insurance for each eligible employee (pro-rated for part-time employees) and their eligible dependents. In the event the City changes carriers, the level of benefits shall remain equal to or better.

Effective August 1, 2015, the City shall pay 90% of the cost of premiums for dental insurance for each eligible employee (pro-rated for part-time employees) and their eligible dependents. In the event the City changes carriers, the level of benefits shall remain equal to or better.

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. For any current employee whose hours are reduced, or have been reduced to not less than thirty (30) hours per week as a result of fiscal cutbacks, the City agrees to continue to provide 100% of the benefits for insurance provided for that employee.
- 20.7. Benefits Review Committee.
- 20.7.1.A Labor-Management Benefits Review Committee shall have the responsibility for deciding 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.
- 20.7.2. The Committee shall be comprised of both management and represented employees. 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 shall meet at least quarterly in January, April, July, and October. The Committee may meet more frequently, as required. Decisions of the Committee will be made by a majority of votes. The Committee shall elect a Chairperson at the July meeting to serve for a one-year term. The Chair shall alternate each year between a management and a bargaining unit employee. The Chair the first year will come from the group to be decided by flip-of-a-coin, choice by the AFSCME employee.
- 20.7.3. The Committee shall make plan design decisions for medical, dental, vision, disability and life insurance at least 60 days prior to the succeeding plan year, unless the City waives this requirement.
- 20.7.4. Payment for and funding of benefit plans developed by the Committee shall be in a proportion and manner determined through the collective bargaining process with each individual bargaining unit.
- 20.7.5. 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.

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

- 20.7.6.1. Carrier selection,
- 20.7.6.2. Third party administrator selection,
- 20.7.6.3. Employee benefits consultant selection,
- 20.7.6.4. Alternate funding arrangements, and
- 20.7.6.5. Other optional benefit programs.

20.7.7 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", assume, and pay a six percent (6%) average employee 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" within the meaning of ORS 237.003 (8) for the purposes of computing an employee member's "final average salary" within the meaning of ORS 237.003 (12), but shall not be considered as "salary" for purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 237.071. Such "picked up" or paid employee contributions shall be credited to the employee accounts pursuant to ORS 237.071 (2) and shall be considered to be employee contributions for the purposes of ORS 237.001 to 237.320.

ARTICLE 22. BULLETIN BOARDS

22.1. 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.

ARTICLE 23. STEWARDS

23.1. 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.

23.2. 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.

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. The employee 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 reinstated 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 work of the department will not be seriously handicapped by the temporary absence of the employee requesting such leave. 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 any time they miss their regularly scheduled shift because they are required to report for jury duty or jury service, or as the result of appearing under subpoena in a court of law. 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 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. The employee will be notified in writing that the employee has been suspended with pay and is subject to discharge. Such notification shall state in detail the nature of the alleged offense. Employees shall be afforded a right to respond to the charges prior to the City handing down the final discipline.

27.2.2. The employee or the Union shall have the right to take up the suspension and/or discharge as a grievance under the grievance procedure and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.

ARTICLE 28. WAGES

28.1. To implement Article 28, Wages, the monthly salary will be converted to an hourly rate for payroll purposes based on the following formula: Monthly salary divided by 173.33 = Hourly Rate, Rounded to four (4) decimal places. Average Monthly Hours Computation: 2080 Annual Hours Divided by twelve (12) Months.

Effective July 1, 2013, all employees shall receive a Cost of Living Adjustment (COLA) equal to the yearly percentage change in the Portland Consumer Price Index (CPI-W) for the period of time ending December 31, 2012, but in no case less than one and one half percent (1.5%) or no more than four and one half percent (4.5%).

Effective July 1, 2014 all employees shall receive a Cost of Living Adjustment (COLA) equal to the yearly percentage change in the Portland Consumer Price Index (CPI-W) for the period of time ending December 31, 2013, but in no case less than one and a half percent (1.5%) or more than four and a half percent (4.5%).

Effective July 1, 2015 all employees shall receive a Cost of Living Adjustment (COLA) equal to the yearly percentage change in the Portland Consumer Price Index (CPI-W) for the period of time ending December 31, 2014, but in no case less than one and a half percent (1.5%) or more than four and a half percent (4.5%).

Effective every July 1, the City shall contribute, each pay period, one percent (1%) (non-cumulative) of each bargaining unit member's base pay to the employee's 457 deferred compensation account.

The job classifications and applicable range of the compensation structure is attached to this Agreement as Exhibit "A".

28.2. Initial appointment and progression through pay range.

28.2.1. 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.

28.2.2. 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 appointment to be made at a salary rate above the minimum, but not more than the maximum within the budget limitation.

28.2.3. 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.

28.2.4. 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.

28.3. An employee who does not receive an increase will be evaluated 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.

28.4. Deferred Compensation Program. The City Manager is authorized to enter into Deferred Compensation Agreements with financial institutions of their choice. Such Deferred Compensation Programs would allow discretionary payroll deductions on behalf of individual requesting employees for deposit with the respective financial institutions.

28.5. Mileage. Any employee required to use their personal vehicle in the performance of their duties shall be paid at the IRS mileage rate.

28.6. 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. The City will send a monthly report to the Union of the names of individuals who have retired the previous month. 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 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.

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 on stand-by will receive ten (10) hours compensatory time or pay, per week of stand-by duty, plus call back and overtime for actual time worked. Contractual call back provisions will apply only when it is necessary for an employee to actually respond to the emergency site.
- 31.2. An employee on stand-by for less than one week will receive compensatory time or pay at the rate of one (1) hour per scheduled workday and 2.5 hours per scheduled day off, e.g., weekend day.
- 31.3. Participants in the stand-by program will receive four (4) additional hours compensatory time or pay for each contractual holiday, which occurs during their scheduled stand-by time.
- 31.4. Public Works Stand-by Program. In order to staff the stand-by program, the City will periodically ask for volunteers from qualified Public Works and Parks 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 Union agrees that a mandatory program will be instituted and both parties agree to bargain the elements of that program if and when the need arises. A beeper, cell phone and a pickup will be provided to the employees during stand-by hours for use in response to an emergency.

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 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

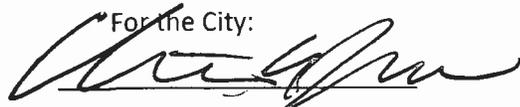
matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. During the life of this contract, however, the parties may bargain collectively about the terms of successor collective bargaining agreements.

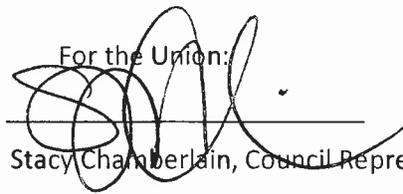
ARTICLE 35. TERM OF AGREEMENT

35.1. This Agreement shall become effective as of the 1st day of July 2013 and shall remain in full force and effect until the 30th day of June 2016, or the signing of a subsequent agreement, whichever last occurs. This Agreement shall automatically reopen on the 1st day of March 2016 for negotiations for a successor agreement.

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 ___day of _____, 2013.

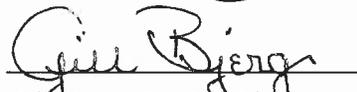
For the City:

Christopher Jordan, City Manager

For the Union:

Stacy Chamberlain, Council Representative


Jeri Knudson, Director of HR


Teresa Zak, President


Kirsten, Wyatt, Assistant City Manager


Gill Bjerg, Vice President


Elissa Preston, HR Manager


Brad Painter, Negotiating Team

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 1.98% COLA increase effective 7/1/13

Effective July 1, 2013 - June 30, 2014

Classification Title	Salary Range	Employee Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Civil Engineer GIS Coordinator	I	AFSCME	28,3932	29,8965	31,4726	33,1395	34,8974	36,7463
	I	AFSCME	2,271	2,392	2,518	2,651	2,792	2,940
		Annually	59,058	62,185	65,463	68,930	72,587	76,432
Management Analyst Network and Systems Technician III	H	AFSCME	26,5019	27,9022	29,3813	30,9513	32,5940	34,3095
	H	AFSCME	2,120	2,232	2,351	2,476	2,608	2,745
		Annually	55,124	58,037	61,113	64,379	67,795	71,364
Engineering Technician IV Associate Planner Building Inspector III (Spec) Building Plans Examiner Associate Engineer Business Analyst Records Coord. / Deputy City Recorder Info. Technology Coordinator Parks Program Supervisor Public Improvement Specialist Project Coordinator Recreation Supervisor Solid Waste/Recycling Coord.	G	AFSCME	24,6228	25,9139	27,3142	28,8175	30,3511	32,0060
	G	AFSCME	1,970	2,073	2,185	2,305	2,428	2,560
	G	AFSCME	51,215	53,901	56,814	59,940	63,130	66,572
	G	AFSCME						
	G	AFSCME						
	G	AFSCME						
	G	AFSCME						
	G	AFSCME						
Administrative Assistant Building Inspector III	F	AFSCME	22,7558	23,9378	25,2532	26,6050	28,0719	29,5449
	F	AFSCME	1,820	1,915	2,020	2,128	2,246	2,364

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 1.98% COLA increase effective 7/1/13

Effective July 1, 2013 - June 30, 2014

Classification Title	Salary Range	Employee Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Building Maint. Worker III	F	AFSCME	47,332	49,791	52,527	55,338	58,390	61,453
Children's Librarian	F	AFSCME						
Desk Top Technician II	F	AFSCME						
Engineering Technician III	F	AFSCME						
Environmental Technician	F	AFSCME						
GIS Specialist	F	AFSCME						
Information System Coordinator (Lib)	F	AFSCME						
Lead Mechanic	F	AFSCME						
Librarian II	F	AFSCME						
Network & Systems Technician I	F	AFSCME						
Park Dev.Coord/Arborist	F	AFSCME						
Park Maint. Worker III	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						
Volunteer Coordinator	F	AFSCME						
Accounting Clerk II	E	AFSCME	20,8524	21,9799	23,1680	24,3985	25,7260	27,1020
Administrative Staff Asst.	E	AFSCME	1,668	1,758	1,853	1,952	2,058	2,168
Assistant Planner	E	AFSCME	43,373	45,718	48,189	50,749	53,510	56,372
Building Inspector II	E	AFSCME						
Building Maintenance Worker II	E	AFSCME						
Desk Top Technician	E	AFSCME						
Engineering Technician II	E	AFSCME						
GIS Technician	E	AFSCME						

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 1.98% COLA increase effective 7/1/13

Effective July 1, 2013 - June 30, 2014

Classification Title	Salary Range	Employee Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
IT Technician I	E	AFSCME						
Librarian	E	AFSCME						
Municipal Court Clerk II	E	AFSCME						
Park Maintenance Worker II	E	AFSCME						
Permit Coordinator	E	AFSCME						
Recreation Coordinator II	E	AFSCME						
Special Events Coordinator	E	AFSCME						
Utility Worker II	E	AFSCME						
Vehicle Maintenance Mechanic	E	AFSCME						
Code Compliance Planner	D	AFSCME	19,1558	19,9795	21,0767	22,2163	23,3923	24,6470
Library Assistant III	D	AFSCME	1,532	1,598	1,686	1,777	1,871	1,972
Library Technical Assistant	D	AFSCME	39,844	41,557	43,839	46,210	48,656	51,266
Permits Technician	D	AFSCME						
Recreation Coordinator	D	AFSCME						
Accounting Clerk	C	AFSCME	17,0941	18,0034	18,9854	19,9856	21,1009	22,2163
Assistant Maintenance Mechanic	C	AFSCME	1,368	1,440	1,519	1,599	1,688	1,777
Building Maintenance Worker	C	AFSCME	35,556	37,447	39,490	41,570	43,890	46,210
Library Assistant II	C	AFSCME						
Municipal Court Clerk	C	AFSCME						
Office Specialist	C	AFSCME						
Park Maintenance Worker I	C	AFSCME						
Staff Assistant II	C	AFSCME						
Utility Worker I	C	AFSCME						

City of West Linn Compensation Plan

Listing of American Federation of State, County and Municipal Employees (AFSCME)

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Effective July 1, 2013 - June 30, 2014

Classification Title	Salary Range	Employee Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Library Assistant I	B	AFSCME	15.2271	16.0272	16.8941	17.7912	18.7550	19.7734
Office Assistant	B	AFSCME	1,218	1,282	1,352	1,423	1,500	1,582
Staff Assistant	B	AFSCME	31,672	33,337	35,140	37,006	39,010	41,129
Custodian	A	AFSCME	13.3237	14.0329	14.7967	15.6150	16.4394	17.3245
Library Aide	A	AFSCME	1,066	1,123	1,184	1,249	1,315	1,386
Office Clerk	A	AFSCME	27,713	29,189	30,777	32,479	34,194	36,035

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

EXHIBIT "B"

DRUG AND ALCOHOL TESTING POLICY

for

CITY OF WEST LINN

Employees covered by the

Federal Highway Administration

U.S.D.O.T. (US DOT) Regulations

July 1, 2007

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APPENDICES:

APPENDIX A: DEFINITIONS OF TERMS A1
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[*] Terms used throughout this policy are defined in Appendix A

[†] Breath testing results are given in grams of alcohol per 210 liters of breath (g/210L)

POLICY STATEMENT

The City of West Linn is strongly committed to providing a safe, drug-free workplace. In addition, an employee substance abuse testing program is mandated for all entities regulated by the Department of Transportation (DOT). For these reasons, CITY OF WEST LINN has implemented a substance abuse testing policy which applies to all applicants for, and employees who hold, "covered driver" positions.

CITY OF WEST LINN recognizes each individual's value and contribution to the services we provide to the public. Therefore, this Policy includes assistance to employees who wish to overcome an alcohol or drug dependency problem (see "Employee Assistance Program and Self-Referral").

This Drug and Alcohol Testing Policy ("Policy") is intended to comply with FHWA DOT regulations, changes in which will supersede specific policy provisions. To view revisions to this policy made by the Federal Motor Carrier Safety Administration (FMCSA) or the Federal Highway Administration (FHWA) since this publication, and additional information such as testing procedures, service providers, etc.

WHO WILL BE TESTED AND WHEN

Covered drivers are defined as those who are required to hold commercial driver's licenses for their jobs. Such applicants and employees fall under the Federal Highway Administration (FHWA) Federal Motor Carrier Safety Administration (FMCSA) drug and alcohol testing regulations ("Controlled Substances and Alcohol Use and Testing," 49 CFR Part 382). Generally, covered drivers are operators of commercial motor vehicles which are 1.) greater than 26,000 pounds GVWR; 2.) carry hazardous materials in placardable quantities; or 3.) carry 16 or more passengers, including the driver.

Covered drivers may be tested for drugs or alcohol whenever they are on duty.

For the purposes of this Policy, "on duty" is defined as any time an individual is on the job and ready to perform safety-sensitive functions. Time spent in association with drug testing specimen collection and/or alcohol testing shall be considered "on-duty" time.

EDUCATION AND TRAINING

The City of West Linn will distribute information to employees on the Drug and Alcohol Testing Policy; the dangers of drug and alcohol abuse in the workplace; and drug counseling, rehabilitation, and employee assistance resources. Employees will be required to sign a form acknowledging receipt of this information.

At the time of hire, new covered drivers will receive specific information regarding the City of West Linn Drug and Alcohol Testing Policy and be informed of their responsibilities with respect to compliance with federal drug and alcohol testing regulations.

Supervisors of covered drivers who may be required to make "reasonable suspicion" determinations will receive training on recognition of the physical, behavioral, speech and performance indicators of probable alcohol and controlled substances use. The duration of the training will be at least sixty minutes EACH for 1) alcohol and 2) controlled substances use recognition, with additional follow up training to be provided, to maintain and increase supervisory proficiency.

EMPLOYEE ASSISTANCE PROGRAM AND SELF-REFERRAL

An employee who wishes to seek confidential medical treatment for a drug or alcohol problem may refer to and follow City of West Linn's Employment Policy and Practice # 10 regarding Family Medical Leave.

UNDER THE CITY OF WEST LINN'S INDEPENDENT AUTHORITY, CITY OF WEST LINN will support treatment efforts for covered drivers with drug/alcohol problems who, prior to official discovery, voluntarily seek assistance. Under these circumstances, there will be no adverse consequences to the self-identification. The admission must not be made in order to avoid testing or after notification of an upcoming test.

When a covered driver or covered operator voluntarily reports a drug/alcohol problem BEFORE it is discovered through a drug or alcohol test, he/she will immediately be removed from duty and provided with a contact number

for the City of West Linn's EAP program and a list of locally available Substance Abuse Professionals. The employee may work with EAP, select a SAP of their choice, or a qualified drug/alcohol counselor of their choice for evaluation and recommendation of treatment.

The City of West Linn's Designated Employer Representative (DER) will provide information about existing leave and medical benefits provided under employment policies applicable to the driver/operator.

In the event an employee who self refers enters into an outpatient treatment program, the City of West Linn will provide appropriate work for the employee while undergoing treatment for a period of up to 12 consecutive weeks on a one time basis. In the event an employee who self refers enters into an inpatient treatment program and is on a wait list for an opening, the City of West Linn will provide appropriate work for the employee for a period of up to 12 consecutive weeks on a one time basis. The employee will provide to the City of West Linn a statement from the facility that the employee is on a wait list and the approximate date a bed will become available.

The driver will be allowed to return to driving duties when the City of West Linn is notified by the drug/alcohol evaluation expert of successful completion of any education and/or treatment requirements and the employee has undergone a return to duty drug and/or alcohol test with negative results. Additionally, any treatment program and/or follow-up testing recommended by the treatment provider must be complied with. Follow-up drug testing, if recommended by the treatment provider, will be conducted under the City of West Linn's independent authority and processed as non-DOT tests.

Time used for purposes of assessment, evaluation, counseling, treatment, and testing may be charged against available sick, vacation, or compensatory time leave accruals. If paid time is not available, the employee will be allowed to use leave without pay or a leave of absence as allowed under the current bargaining agreement.

PRESCRIPTION MEDICATIONS

CITY OF WEST LINN does not request information about the condition for which medication is prescribed, only that it has been prescribed. In some cases, it may be necessary to temporarily re-assign covered drivers until the course of medication is completed.

If a driver is in doubt about a medication's effect on work performance, he/she should ask the prescribing physician or pharmacist for clarification.

Prescription medications can present a danger to employees and their co-workers due to their effects on alertness and job performance. Covered drivers should ask their physicians for specific instructions as to how much medication they should take and when they should take it to ensure safe use relative to work. Non-compliance with the recommended dosage of medications which results in an incident or accident will be considered a violation of this Policy.

Under the City of West Linn's independent authority, all covered drivers are specifically required to notify their immediate supervisors when they are taking medications associated with warning labels (for example, relating to the operation of vehicles, heavy equipment, or machinery). An employee who is taking such medications should write, date, and sign a brief note stating that he/she has discussed use of the medication with his/her doctor in relation to job duties; the type of medication; beginning and ending dates of treatment. The employee should give the note in a sealed envelope to his/her direct supervisor for confidential delivery to the DER. The DER working in conjunction with CITY OF WEST LINN management will then determine whether to require written medical authorization to work from a prescribing health care practitioner or if any accommodations are necessary.

The City of West Linn will restrict access to medical information to those with a need to know, and will protect the confidentiality and security of the information.

All medicines brought onto CITY OF WEST LINN property/premises must be in their original containers with the pharmacy label showing the patient's name and dosage instructions. Use of another person's prescription is a violation of federal law and of this policy.

Failure to notify management of the use of medication that could affect the performance on the job can lead to disciplinary action, up to and including discharge.

“Medical Marijuana”

Marijuana is a Class I controlled substance; its use is illegal under federal law. Although some states permit the use of marijuana to treat medical conditions when supported in writing by a licensed medical doctor, this is not an acceptable explanation for a positive drug test under this Policy. The Medical review officer will automatically verify such tests as positive.

PROHIBITIONS

FHWA/FMSCA REGULATIONS SPECIFY the following prohibitions:

- 1) Covered drivers must not use alcohol within four (4) hours prior to reporting for duty (“pre-duty use”).
- 2) Covered drivers are prohibited from possessing alcohol while on duty; from using alcohol while on duty; and from having alcohol present in their systems at a level of 0.02 g/210 L[†] or greater while on duty. Those with levels of 0.02 or greater as demonstrated by breath alcohol testing are subject to immediate removal from duty for a minimum of 24 hours (see also “Discipline”).
- 3) Covered drivers are prohibited from using alcohol after an on-the- job accident until:
 - a. The Designated Employer Representative or his/her designated alternate has determined that alcohol testing is not required, OR
 - b. A breath alcohol test has been completed, OR
 - c. Eight (8) hours have passed since the accident.
- 4) Covered drivers must not show evidence of the use of controlled substances without a valid prescription.
- 5) Refusal by a covered driver or to submit a urine, saliva or breath specimen when required by federal regulations will have the same consequences as a positive drug test result, or a breath alcohol test result of 0.04 or greater, (see “Discipline” section), and result in the immediate removal of the employee from duty. In addition, refusal of a test after a fatal accident may result in more severe penalties under Federal law.

INVESTIGATION OF PREVIOUS TESTING

As a condition of employment, applicants for covered driver positions will be required to provide written consent for CITY OF WEST LINN to obtain the following information from DOT regulated employers who have employed the applicant during any period during the three (3) years preceding the date of application or transfer:

Names and addresses of previous DOT covered employers;

Alcohol tests with a result of 0.04 or greater;

Verified positive drug tests;

Refusal to be tested (including verified adulterated or substituted drug test results);

Other violations of DOT agency drug and alcohol testing regulations; and

If the applicant violated a DOT drug and alcohol regulation, documentation of the applicant’s successful completion of DOT return to duty requirements. (Note: If the previous employer does not have information about the return to duty requirements CITY OF WEST LINN must seek to obtain this information from the applicant.)

The City of West Linn must ask the applicant whether he/she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the applicant applied for, but did not attain, a DOT- regulated safety-sensitive transportation position during the two years preceding date of application. (If the applicant admits that he/she had a positive test or refusal to test, the applicant must document successful completion of the return to duty process.)

TYPES OF DRUG AND ALCOHOL TESTING REQUIRED

The following are occasions for drug and alcohol testing under this policy:

Pre-employment Testing Pre-employment drug testing is required for all covered driver positions. A notice will be posted that drug testing is a requirement of the application process. Anyone who does not wish to proceed with the application may withdraw without question. Applicants will be notified that drug testing is a requirement of the application process.

Under CITY OF CITY OF WEST LINN's independent authority,, and as permitted by the DOT, a negative dilute result is unsatisfactory on a pre-employment test. Applicants will be given one additional opportunity to provide a valid specimen. The result of the second test will determine whether the applicant is eligible for employment as a covered driver.

A drug test result which is verified as positive for unauthorized use of controlled substances, or found to be substituted or adulterated, will disqualify the applicant for the covered driver position.

Random Testing

Definition of Random Test. A random test is a test that is unannounced, and where every person in the random selection "pool" has an equal chance of being selected for testing each time a selection occurs. Random testing is considered to be an effective deterrent to substance abuse. Covered drivers are required to be randomly tested under DOT regulations.

????????? Method of Random Selection: CITY OF WEST LINN has contracted with an outside drug testing management service (see Appendix D) to perform computerized random selections on its covered employees. Selections occur monthly on a randomly selected date. Selections are therefore spread reasonably throughout each 12-month period.

A number of drug tests equal to at least 50% of the number of individuals in the program will be completed annually, as required by DOT drug testing regulations; a number of alcohol tests will be completed annually, as required by current DOT regulations.

Procedure for Notification and Specimen Collection/Testing:

- 1) The drug testing management service will maintain a secure data base of individuals covered by the Federal Highway Administration's drug and alcohol testing regulations.
- 2) On a randomly selected date, the service will transmit a list of individuals who have been selected for testing to the Designated Employer Representative.
- 3) The Designated Employer Representative or his/her designated representative will notify the individual in person or by telephone that he/she has been selected to provide a urine and/or breath specimen for testing. The date and time of notification will be recorded on the employee instruction card.
- 4) IMMEDIATELY after being notified, each individual selected for testing must proceed to a specimen collection and/or alcohol testing facility. If the individual is in a remote location, the Designated Employer Representative will arrange for him/her to go to a local clinical facility so that specimen collection and/or breath testing are completed expeditiously.

Reasonable Suspicion Testing

"Reasonable suspicion" means that an individual has given a supervisor or other responsible manager reason to believe that he/she may be impaired, intoxicated, or under the influence of a controlled substance or alcohol.

A reasonable suspicion test will be required under the following conditions:

- 1) CITY OF WEST LINN shall require a driver to submit to an alcohol test when the CITY OF WEST LINN has reasonable suspicion to believe that the driver has violated the prohibitions of this policy concerning alcohol. CITY OF WEST LINN's determination that reasonable suspicion exists to require the driver to undergo an alcohol test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver.

- 2) CITY OF WEST LINN shall require a driver to submit to a controlled substances test when CITY OF WEST LINN has reasonable suspicion to believe that the driver has violated the prohibitions of this policy concerning controlled substances. CITY OF WEST LINN's determination that reasonable suspicion exists to require the driver to undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances.

The "reasonable suspicion" behavior should be witnessed by at least two supervisors if at all feasible, but only one observation is required. Those who make a decision to test an employee will be trained in identifying appearance or conduct that indicates the possible use of controlled substances or misuse of alcohol.

Any "reasonable suspicion" incident will be documented as soon after the incident as possible. CITY OF WEST LINN will ensure that the employee involved is immediately removed from the workplace and is escorted by a supervisor to a urine specimen collection, or alcohol testing site. The employee will NOT be allowed to proceed to the site unaccompanied. Under the CITY OF WEST LINN's independent authority, and as permitted by the DOT, a negative dilute result is unsatisfactory on a reasonable suspicion test. Employees will be given one additional opportunity to provide a valid specimen. The result of the second test will prevail.

Employees will have access to union representation, if requested, at every step of the "reasonable suspicion" testing procedures, except during specimen collection.

Post-Accident Testing

A reportable accident under Federal Highway Administration regulations is defined as an accident in which a covered driver was operating a commercial motor vehicle and in which:

- 1) A fatality occurred; or
- 2) The driver received a citation for a moving traffic violation AND a person involved in the accident needed medical care away from the scene of the accident; or
- 3) The driver received a citation for a moving traffic violation AND one or more vehicles involved in the accident needed to be towed from the scene of the accident.

**Covered CITY OF WEST LINN drivers see Appendix B.

UNDER FHWA/FMCSA REGULATIONS, employees involved in a reportable accident are required to be:

- Tested for alcohol as soon as possible, but in no case later than 8 hours after the incident.
- Drug tested as soon as possible, but in no case later than 32 hours after the incident.

CITY OF WEST LINN will ensure that the employee involved in a reportable accident will be immediately removed from duty, and escorted to a collection/testing site. A union representative shall be notified immediately upon the request of the employee. This representation shall not delay established testing procedures. A list of qualified union representatives will be provided to the City of West Linn.

An employee who is seriously injured and cannot provide a specimen for testing may be requested to authorize the release of relevant hospital reports and other documentation that would indicate whether there were any controlled substance(s) in his/her system at the time of the incident.

CITY OF WEST LINN will provide its covered drivers with any necessary information and procedures to enable them to meet federal requirements for post-accident testing.

Covered drivers are prohibited from using alcohol for eight (8) hours following an accident/crash or until they have undergone a post-accident alcohol test, whichever occurs first.

An alcohol test should be administered within two (2) hours following the accident/crash, but no later than eight hours.

A drug test should be administered as soon as possible but no later than thirty-two (32) hours after the occurrence of an accident/crash.

Return To Duty and Follow-up Testing

FHWA/FMCSA regulations and this Policy require return to duty and follow-up drug and/or alcohol testing when a covered driver has been evaluated by a Substance Abuse Professional and has been found to need assistance with resolving his/her drug abuse and/or alcohol misuse problem. A negative drug and/or alcohol test is required prior to return to duty. Follow-up testing may continue for no longer than sixty months following return to duty. CITY OF WEST LINN will comply with any mandated testing requirements outlined by the SAP.

Please refer to "Return to Duty Procedures " and " Disciplinary Action and Procedures " for additional information.

Costs of Testing

The City of West Linn will be responsible for payment of all pre-employment, pre-duty, post-accident, random, and reasonable suspicion tests.

The City of West Linn will be responsible for payment of any requested split tests, return to duty, and follow-up tests with a test result of negative, or canceled.

The employee will be responsible for payment of any requested split tests, return to duty, and follow-up tests with a positive result. The City of West Linn agrees to pay for the test and then collect from the employee.

DRUG AND ALCOHOL TESTING PROCEDURES

Drug Testing

- 1) Urine specimen collection for drug testing will be performed by qualified individuals in conformance with current standards of practice, using chain of custody procedures specified by DOT regulations (49 CFR Part 40) and with respect for the privacy and dignity of the person giving the specimen. Drug test specimens will be collected to provide at least 30 mL of urine in a "primary specimen" shipping bottle and at least 15 mL of urine in a "split specimen" shipping bottle.
- 2) If an employee is unable to provide an adequate volume of urine on the first attempt ("shy bladder"), he/she will have an opportunity to drink up to 40 ounces of fluids for up to three hours. At the end of this period, if no sample of adequate volume has been provided, the employee will be referred to a physician acceptable to the MRO to determine whether the incident constituted a refusal to test per 49 CFR 40.193.
- 3) Only laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) of the U.S. Department of Health and Human Services (previously NIDA") will perform drug testing.
- 4) When an initial screening test for drugs is positive, a second, confirmatory test will automatically be performed. Confirmatory Confirmed positive drug tests will be reported by the testing laboratory to the MRO for verification (see "Drug Test Results Review").
- 5) As a quality assurance measure, CITY OF WEST LINN's drug testing management service will submit at least (3) three blind samples to the certified laboratory for every 100-applicant/employee samples submitted as required by DOT regulations (49 CFR Part 40). A summary of the results of this quality assurance program will be provided to the City of West Linn annually.

Breath Alcohol Testing

- 1) Breath alcohol testing will be performed only by qualified Breath Alcohol Technicians. Testing will be conducted using evidential breath alcohol testing devices listed on the Conforming Products List of the National Highway Traffic Safety Administration.
- 2) Breath alcohol tests with results below 0.02 require no further action.
- 3) Tests with results of 0.02 or above will be confirmed as follows:
 - a. The individual being tested is instructed not to smoke, use mouthwash, drink, or eat for a period of 15 minutes.
 - b. Within 30 minutes of completion of the initial screening test, a confirmatory breath test is conducted per 49 CFR Part 40. The result is recorded in the "Confirmation Test Results" section of the Alcohol Test Form.

- 4) If the result of the confirmed breath alcohol test is 0.02 or greater, the Breath Alcohol Technician must immediately notify the Designated Employer Representative or his/her designated representative, who will arrange for transportation of the individual from the alcohol testing site. The Breath Alcohol Technician will then forward a copy of the Alcohol Test Form to the Designated Employer Representative.

DRUG TEST RESULTS REVIEW

A drug test result on a covered driver will be considered positive ONLY if it has tested positive initially, been confirmed positive by gas chromatography-mass spectrometry (GC-MS), and been reviewed and verified by the Medical Review Officer (MRO).

Drug test results on a covered driver which are reported as positive, adulterated, or substituted by the testing laboratory will be reviewed and verified by the Medical Review Officer (MRO).

A POSITIVE drug test result is defined as the detection of any one or more of the substances listed in the table shown below.

Substance or Class	Initial Screening Cut-off	Confirmation Cut-off
Amphetamines	1000 ng/mL	500 ng/mL
Cocaine	300 ng/mL	150 ng/mL
Marijuana (THC)	50 ng/mL	15 ng/mL
Opiates	2000 ng/mL	2000/10 ng/mL
Phencyclidine (PCP)	25 ng/mL	25 ng/mL

A confirmed positive test from a certified laboratory does not automatically identify an employee or applicant as having used drugs in violation of a DOT regulation. The MRO brings detailed knowledge of possible alternate medical explanations to his/her review of the test results. This review is performed by the MRO prior to the transmission of results to the City of West Linn.

Medical Review Officer Reporting Options and Employer Actions

“Negative” – self explanatory

“Negative Dilute” – Upon receipt of a “negative dilute” the employee shall be required to immediately retest provide another specimen. The retest collection shall be given conducted with the minimum possible advance notice and the employee shall be escorted to the testing collection facility by the Designated Employer Representative, Supervisor, or other designated person. In the event the second test result is “negative dilute” no further action will be taken and the second test shall become the test of record. If the employee is directed to take a second test and the employee declines to do so, this is a “Refusal to Test” under the regulations.

“Canceled – Split specimen test could not be performed.” This will occur when the primary specimen was positive, and the donor requests an independent test, and the split specimen is not available for testing. The employer must ensure an immediate collection of another specimen, under direct observation, with no advance notice to the donor.

“Canceled – Test Not Performed, Fatal Flaw (with flaw stated) or Uncorrected Flaw.” -- No further action required unless a “Negative” test result is required for pre-employment, return to duty, or follow up. A canceled drug test is neither positive nor negative and no consequences must be attached to it.

“Cancelled Invalid Result” – An “invalid result” means the laboratory was unable to obtain a valid result when attempting to test the specimen. If the MRO has accepted the donor’s explanation as to why the laboratory was unable to obtain a valid result, then the MRO will advise the employer “direct observation not required”. The employer is not required to take any further action unless a “negative result is required (i.e., pre-employment, return to duty, or follow up). If the MRO has not accepted the donor’s explanation, then the MRO will advise the employer “a second collection must take place immediately under direct observation”.

“Positive or Positive Dilute” – The employer must comply with the requirements for a positive test under the regulations.

Immediately remove employee from safety-sensitive functions; and

Referral to a SAP – If the employee is terminated they are to be furnished with a list of SAP resources (names, addresses, and telephone numbers).

Return to Duty provisions must be followed.

“Adulterated-Refusal to Test” – Follow same procedures as required on a positive test result.

“Substituted-Refusal to Test” – Follow same procedures as required on a positive test result.

MRO Verification Without Notifying the Employee

The MRO is permitted to verify a test as positive, or as a refusal to test because of a laboratory report of a positive adulterated, or substituted specimen without interviewing the employee under the following circumstances:

- The employee expressly declines the opportunity to discuss the test with the MRO;
- The DER has successfully made and documented a contact with the employee, and instructed the employee to contact the MRO, and more than 72 hours have passed since the time the DER contacted the employee.

NOTE: If a test is verified positive under the latter circumstances, the donor may give the MRO information documenting that serious illness, injury, or other circumstances unavoidably prevented him/her from contacting the MRO. On the basis of this information, the MRO may re-open the verification, allowing the donor to present information concerning a legitimate explanation for the positive test. If the MRO concludes that there is a legitimate explanation, the MRO shall verify the test as negative.

Upon verifying a test result as positive, the MRO will inform the donor of the option for having the “split” portion of his/her specimen tested. The donor must notify the MRO of a desire to exercise this option within 72 hours of being notified of the positive result.

The MRO will not delay reporting of a verified positive test result pending “split” specimen testing. If a donor requests testing of the “split” specimen but none is available, the MRO will cancel the test.

Communication of Results

The MRO or his/her designated representative will report test results ONLY to individuals authorized by the City of West Linn to receive them. Confidentiality will be strictly maintained. If the result is positive, the MRO or his/her authorized representative will report the identity of the controlled substance.

Employees and applicants may obtain copies of their test results by requesting them in writing from the MRO within 60 days of being notified of the results.

FAILURE TO COOPERATE

Failure to cooperate with any aspect of this Policy, including but not limited to falsifying or attempting to falsify test results or specimens or refusing to cooperate in testing will subject the employee to progressive discipline, up to and including discharge. Any covered driver who refuses to take a drug or alcohol test to comply with FHWA/FMCSA regulations (49 CFR Part 382) will be immediately removed from duty as required by these federal regulations.

DISCIPLINARY ACTION AND PROCEDURES

- 1) An otherwise qualified applicant for a covered driver position whose drug test results are negative and who has documented satisfactory participation in a previous employer’s drug and alcohol testing program, will be considered qualified for the position offered. Applicants with verified positive drug test results will be considered ineligible for the position.
- 2) Any covered driver found to be in violation of this Drug and Alcohol Testing Policy will be removed from duty and will be subject to progressive discipline, up to and including discharge. Violations include:
 - a. Alcohol possession or use in violation of the prohibitions stated in this Policy (e.g. pre-duty, post-accident; see page 3)
 - b. An alcohol test result of 0.04 or greater
 - c. A verified positive drug test result

- d. Refusal to test or to cooperate
- 3) A covered driver determined to have evidence of alcohol in his/her system in the range of 0.02 – 0.039 will be subject to progressive discipline.
 - a. On any occasion in which a covered driver has a breath alcohol test result of 0.02 or greater, but less than 0.04, he/she will be immediately removed from work for a period of 24 hours. Employee may deduct this time away from work from any available paid time except sick leave, or choose leave of absence without pay. No further alcohol testing will be required prior to resuming work at the end of the 24-hour period. These occasions will be considered violations of this Policy, and will subject the employee to progressive discipline.
- 4) Covered drivers who have come forward and voluntarily entered into drug and/or alcohol evaluation and treatment programs shall not have that admission used as a step against them in progressive disciplinary proceedings.
- 5) **ALCOHOL RESULT OF 0.04 OR ABOVE**
Under the City of West Linn's independent authority, any covered driver who has had a confirmed alcohol result of 0.04 or above shall be subject to progressive disciplinary procedures. Before returning to duty, they must agree to meet all return to duty requirements of the FMCSA. Additionally, any confirmed alcohol test result of 0.04 or above, a verified positive drug test, or a refusal to test while the employee is undergoing required treatment and/or testing, or within 5 years of a prior positive test or refusal to test shall result in termination. (A pre-dismissal hearing will be allowed.)
- 6) **POSITIVE DRUG TEST**
Under the City of West Linn's independent authority, any covered driver or covered operator who has had a verified positive drug test shall be subject to progressive disciplinary procedures. Before returning to duty, he/ she must agree to meet all return to duty requirements of the FMCSA. Additionally, any verified positive drug test or confirmed alcohol test result of 0.04 or above or refusal to test while the employee is undergoing required treatment and or testing, subsequent to the employee's return to duty, or within 5 years of a prior positive test or refusal to test shall result in termination. (A pre-dismissal hearing will be allowed.)

RETURN TO DUTY PROCEDURES

The following statements reflect the return to duty and follow-up testing requirements of the FHWA/FMCSA:

- 1) Covered drivers who have had alcohol test results of 0.04 or greater must be evaluated, undergo treatment, if required, and be recommended for return to work by the Substance Abuse Professional. A "return to duty" alcohol test with a result less than 0.02 is required prior to resumption of safety-sensitive or covered driving functions.
- 2) Covered drivers who have had verified positive drug tests must be evaluated, undergo treatment, if required, and be recommended for return to work by the Substance Abuse Professional. A negative "return to duty" drug test is required prior to resumption of safety-sensitive or covered driving functions.
- 3) Covered drivers may be subject to periodic unannounced follow-up alcohol and/or drug testing as determined by the Substance Abuse Professional who evaluated the employee.

Under the City of West Linn's independent authority, covered drivers who have had alcohol test results of 0.04 or greater and/or a verified positive drug test and are awaiting recommendation for return to duty shall deduct this time away from work from any available paid time except sick leave (unless provided by law), or choose leave of absence without pay.

RECORD KEEPING PROCEDURES

CITY OF WEST LINN's Designated Employer Representative will maintain drug/alcohol testing records in a secure filing system, separate from the City of West Linn Personnel files, with information available only on a "need to know" basis.

A driver is entitled, upon written request, to obtain copies of any records concerning his/her use of alcohol or controlled substances. Requests for such information may be directed to the Designated Employer Representative or to the City of West Linn drug testing management service.

The City of West Linn shall release information regarding a covered driver's records to a subsequent employer upon receipt of a specific written request by the covered driver authorizing release of the records to an identified person.

Information regarding an individual's drug test results or rehabilitation may be released only upon written consent of the individual, except:

- 1) Such information must be released to the Secretary of Transportation, any DOT agency, or any state or local officials with regulatory authority over the employer or any of its drivers.
- 2) Such information may be disclosed in a lawsuit, grievance, or other proceeding initiated by or on behalf of the covered driver and arising from an alcohol test and/ or a verified positive drug test or from CITY OF WEST LINN's determination that the driver engaged in conduct prohibited by FHWA/FMCSA regulations.
- 3) When requested by the National Transportation Safety Board as part of an accident investigation, CITY OF WEST LINN will disclose information regarding post-accident alcohol and/or drug testing.

Record Retention Schedule

The following schedule of record keeping will be maintained by the Designated Employer Representative and his/her authorized agents:

- Negative and canceled drug test records; records of alcohol test results less than 0.02 - 1 year
- Information received from previous employers - 3 years
- Specimen collection/alcohol test records - 2 years
- Records of supervisor training - Indefinite or 2 years beyond job responsibilities
- Records of verified positive drug test results; alcohol test results of 0.02 or greater; refusals to be tested for drugs and/or alcohol; SAP evaluations and referrals; follow-up tests and schedules - 5 years
- Documentation of EBT calibration; Custody Control Forms - 2 years
- Calendar year record of total number of employees tested and the results of tests - 5 years

APPENDIX A

DEFINITION OF TERMS

For the purposes of this Policy, the following definitions apply.

Accident:

Reportable accident (covered drivers): An accident involving a commercial motor vehicle in which:

- a. A fatality occurred; OR
- b. The driver received a citation for a moving traffic violation AND a person involved in the accident needed medical care away from the scene of the accident; OR
- c. The driver received a citation for a moving traffic violation AND one or more vehicles involved in the accident needed to be towed from the scene of the accident.
- d. As described in Appendix B for CITY OF WEST LINN covered employees.

Adulterated Specimen: A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

Alcohol: Ethyl alcohol or ethanol

Alcohol Screening Device (ASD): 49 CFR 40.3 – A breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a conforming products list (CPL) for such devices.

Breath Alcohol Technician: An individual who has been trained to proficiency in the operation of the evidential breath testing device he/she is using as required under 49 CFR Part 40.

Breath Alcohol Testing Site: A location which affords visual and aural privacy for the performance of breath alcohol testing. No unauthorized person shall be permitted access to the breath alcohol testing site when the evidential breath testing device is unsecured or at any time when testing is being conducted. In unusual circumstances, e.g. after an accident when a test must be conducted outdoors, the breath alcohol technician must provide visual and aural privacy to the greatest extent practicable.

CFR: United States Code of Federal Regulations

Chain of Custody: Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures shall require that an appropriate drug testing custody form from a Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory be used from time of collection to receipt by the laboratory.

Collection Site: A designated clinic/facility where applicants or employees may present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.

Collector: A person who instructs and assists applicants and employees through the urine specimen collection process.

Confirmation Test: A second analytical drug testing procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC-MS) is the only authorized confirmation method for DOT mandated drug testing.

Controlled Substances: Substances listed on Schedules I through V in 21 U.S.C. 802 as they may be revised from time to time (21 CFR 1308). Controlled substances include illicit drugs and drugs which may be authorized for use by a physician or dentist for certain medical uses, but which are subject to misuse or abuse.

City of West Linn: City of West Linn

Covered Driver: Individual who is required to hold a Commercial Driver's License (CDL) for his/her job with CITY OF WEST LINN and who is subject to drug testing under Federal Highway Administration, Department of Transportation regulations (49 CFR Parts 40 and 382).

DER: Designated Employer Representative – An employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties and to make decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of Part 40.

Dilute Specimen: 49 CFR 40.3 – A specimen with creatinine and specific gravity values that are lower than expected for human urine.

DOT: United States Department of Transportation

FHWA: Federal Highway Administration

FMCSA: Federal Motor Carrier Safety Administration

GVWR: Gross Vehicular Weight Rating; size criterion for determining classification of a commercial motor vehicle under federal regulations.

Initial or Screening Test: An immunoassay screen to eliminate "negative" urine specimens from further consideration.

Medical Review Officer (MRO): A licensed doctor of medicine or osteopathy with knowledge of drug abuse disorders and drug testing who is responsible for reviewing and verifying drug testing results prior to their communication to the Designated Employer Representative.

Negative Drug Test: A test in which initial or confirmation testing under DOT procedures did not show evidence of a prohibited drug in an employee's or applicant's system above established levels; OR, a test which is verified as negative by the MRO (e.g. review showed positive test was due to prescription medication or other authorized use of controlled substance).

On Duty: Under this policy, a covered driver is "on duty" when he/she is at work and ready to perform safety-sensitive functions, e.g. qualified and available to drive a commercial motor vehicle.

Positive Drug Test: A urine drug test result which indicates the presence of controlled substances beyond the cut-off levels specified by 49CFR Part 40.

- **Confirmed Positive Drug Test:** A positive drug test which has undergone an initial "screening" test AND a confirmation test which validates the first result. Drug tests are confirmed by the SAMHSA certified laboratory, which performs the analyses.
- **Verified Positive Drug Test:** A confirmed positive drug test (see above) after investigation by the MRO, who has determined that no legitimate explanation exists for the presence of the controlled substance that was detected.

Pre-Duty Alcohol Use Prohibition: Four (4) hours prior to the performance of scheduled duty.

Prohibited Drugs: Marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines.

Random Testing: Computerized random selection and testing for drugs in which each person in the computer data base has an equal chance of selection each time a selection occurs, in accordance with regulatory requirements.

Reasonable Suspicion: Observations of an employee's condition or performance that indicate possible drug or alcohol use. Examples include deteriorating work performance, poor attendance, tardiness, appearance (including, for example, noticeable odor of an alcoholic beverage), behavior, or speech of the employee.

Refusal to Submit: Refusal by an individual to provide a urine or breath specimen after receiving notice of the requirement to be tested in accordance with this Policy.

Safety Sensitive Functions: Ready to perform, performing, or just finished performing, the following duties: waiting to be dispatched, inspecting equipment, driving, loading or unloading, attending a vehicle being loaded or

unloaded, remaining in readiness to operate a vehicle, repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

SAMHSA: Substance Abuse and Mental Health Services Administration, a division of the US Department of Health and Human Services (DHHS) which is responsible for certifying laboratories to perform federal workplace drug testing. Formerly National Institute on Drug Abuse (NIDA).

Screening or Initial Test: Immunoassay screen to eliminate "negative" urine specimens from further consideration.

Split Specimen Collection Procedure: A collection procedure in which a urine specimen is divided or "split" between two shipping bottles, both of which are transported to the testing laboratory.

Split Test: If the results of the initial screening and confirmation tests of the "primary" specimen are positive, the "split" specimen may be tested at another qualified laboratory.

Substance Abuse Professional: Under DOT regulations, individuals who may serve as substance abuse professionals include:

- * licensed physicians (Medical doctors or Doctors of Osteopathy) or
- * licensed or certified psychologists, social workers, employee assistance professionals, or addiction counselors (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders.

Under this Policy, the Designated Employer Representative must inform employees or applicants who are found to have violated the alcohol prohibitions or who have had verified positive drug tests of qualified Substance Abuse Professionals in the local area.

Substituted Specimen: A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

APPENDIX B
POST ACCIDENT TESTING

Under the City of West Linn's independent authority, any covered driver employed by CITY OF WEST LINN directly involved in an injury accident on the job (an injury of a serious nature requiring professional medical care) or is involved in an accident while operating City of West Linn equipment (resulting in property damage in excess of \$1500.00) may be required to undergo drug and /or alcohol testing. Data derived from this test will be used as a tool in the overall evaluation of the incident.

Determination of when testing is necessary shall be made by the Designated Employer Representative or his/her designated representative in conjunction with CITY OF WEST LINN management. Drug and Alcohol tests conducted under the City of West Linn's independent authority will be processed as non-DOT tests.



Exhibit C

Telecommuting Policy

The City of West Linn considers telecommuting to be a viable alternative work arrangement in cases where position, employee, and supervisor characteristics are best suited to such a temporary arrangement. Telecommuting allows an employee to work at home, on the road, or in a satellite location for a portion of their regular workweek. Telecommuting is a voluntary work alternative that may be appropriate for project work for some employees in some positions. It is not an entitlement; it is not a city-wide benefit; and it in no way changes the terms and conditions of employment with the City of West Linn. This alternative work agreement must be mutually agreed to by both the employee and Department Head/supervisor. Employee and Department Head/supervisor will follow the guidelines for telecommuting provided in the Telecommuting Agreement.

To be considered for a project driven, alternative telecommuting schedule option, 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 a temporary alternative schedule option shall be considered. The supervisor will articulate in writing the reasons for a denial as it directly relates to the City's business needs. Denial shall not be arbitrary or capricious.

Telecommuting Agreement

The following constitutes an agreement on the terms and conditions of telecommuting between:

City of West Linn & _____, henceforth referred to as "the employee".

Term

The Agreement is in effect from _____ to _____. It may be extended beyond this period if agreed to by City of West Linn and the employee. If extended, this agreement should be reviewed and modified as necessary.

Policies

The employee agrees to abide by all City of West Linn rules and policies, including the City's Personnel policies, Information Services policies, the intellectual property rights of the City of West Linn, and applicable collective bargaining agreements.

The employee should be familiar with the following policies and guidelines:

- Telecommuting Policy

- Personnel Policy
- Electronic Communications Policy
- Public Records Policy
- TRIM Policy

Work Location & Hours

The employee's telecommuting location is: _____

The employee is approved to telecommute:

Upon approval of manager – no regular telecommuting schedule

The employee is scheduled to telecommute the following days:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

The employee's core hours on telecommuting days when they are available to manager and coworkers are:

_____ to _____

Describe any additional or alternative work arrangement:

In the event the city office is closed due to weather or other emergency, the employee is to continue working from the telecommuting location until instructed otherwise by manager.

Specific Job Tasks

(If telecommuting is limited to specific tasks, projects, or types of work describe them here.)

Compensation & Benefits

Employee compensation and benefits, including vacation, sick leave, other forms of leave, and travel benefits shall not be affected by the telecommuting arrangement.

Hourly employees may not work overtime from the telecommuting location without prior approval from their Department Head/supervisor. With such approval, overtime will be paid at the standard overtime rate.

- Employee is responsible for tax consequences related to telecommuting?

Communication

In order to maintain close communication and standards of professionalism while working from a remote location, the telecommuting employee shall:

- Notify their manager and coworkers, of any change in the posted telecommuting schedule
- Be available to manager and coworkers by telephone and email during core hours
- Return calls and emails in a timely manner

The telecommuting employee will agree with their manager on a plan for receiving assignments, returning assignments, and reporting to the manager on telecommuting days.

The employee will maintain contact with their work unit and colleagues, including attending meetings on telecommuting days when requested to do so by their manager.

Equipment & Expenses

The employee and Department Head/supervisor shall determine the minimum equipment and software necessary for the employee to complete assignments from the remote location in a timely, efficient, and professional manner. In determining which equipment (if any) shall be provided by the City of West Linn, the manager may consult other departments within the City of West Linn as to appropriateness and availability. Any equipment provided by the City of West Linn must be properly inventoried and listed in this agreement, and this agreement must be kept updated if equipment is returned or if new equipment is assigned. The employee is required to return any City of West Linn property upon request.

The City of West Linn will maintain all equipment owned by the City of West Linn. The employee will not perform maintenance or repairs on City of West Linn-owned equipment. The employee is responsible for all maintenance and repairs of employee-owned equipment.

- The employee may be allowed to install City of West Linn-owned equipment or software upon approval. Without approval, the employee must schedule installation with the IT Department?

Only City of West Linn-owned software may be installed in City of West Linn-owned equipment. The employee may not install or download any other software without approval.

All software used for telecommuting, whether owned by the City of West Linn or the employee must properly licensed by the software manufacturer.

While the employee may be allowed to use their own software, they will not be required to “purchase” software in order to telecommute. If new software is required for telecommuting, it will be provided by the City of West Linn.

Information Security

The employee working from an alternate work location must ensure the following:

- The protection of City of West Linn data on disk, hardcopy, or on portable devices from theft, loss, or unauthorized access during transit and at the alternate worksite.
- That approved firewalls and anti-virus software are on all remote site computers and are updated daily with current definitions.
- That flash drives or other portable drives are scanned for viruses before being used for uploading or downloading data.
- Sensitive information in hardcopy form is returned to the office or shredded.
- All work is backed-up according to City of West Linn procedures.
- The employee agrees to follow the City of West Linn's guidelines pertaining to the handling of public records.

Intellectual Property

Products, records, documents, inventions and discoveries made while telecommuting are the property of the City of West Linn. The employee is expected to comply with the City of West Linn's policies regarding inventions and copyrights regardless of the work location or whether work was performed on equipment owned by the City of West Linn or the employee.

Safety

The employee confirms that they have a suitable place to work at the alternate work location and that to the best of their knowledge the worksite is safe from conditions that could pose a hazard to health and safety or danger to equipment.

- The alternate work location is considered an official City of West Linn worksite for purposes of worker's compensation. The employee must report any injury to their manager immediately. Worker's compensation does not cover accidents to family members or other third parties at the telecommuting site

Limitations

Telecommuters must observe the following limitations when working from the telecommuting site:

- Employees cannot meet with clients at the telecommuting site.
- Employees cannot operate a business or work for another employer during work hours.
- Employees cannot use City of West Linn equipment for personal use.
- Employees cannot allow others to use City of West Linn equipment or access the City of West Linn network.
- Employees cannot have sole responsibility for providing dependent care during work hours except under special conditions approved by the manager.

Termination

The agreement can be terminated at any time by either City of West Linn or employee. A telecommuting arrangement may never be allowed to continue beyond the work project completion or uninterrupted if it is detrimental to work quality, client service, the department, or the City of West Linn. In such situations the manager will make a good faith effort to work with the employee to resolve the

situation, but if the problem cannot be resolved, the manager has a responsibility to terminate the agreement. In the event this agreement is terminated prematurely (before the agreed upon date of termination), the manager will make every attempt to provide sufficient notice to allow the employee to make appropriate dependent care or transportation arrangements.

The City of West Linn will not be held responsible for costs, damages or losses to the employee resulting from termination of the agreement.

Agreement

This Agreement may be amended at any time by City of West Linn. A copy of this agreement and any addendums or amendments will be provided to the employee and placed in the employee’s personnel file.

EMPLOYEE: By signing, the employee states they have read, understood, and agree to the terms and conditions of this agreement:

Employee Signature _____
Date

MANAGER: By signing this statement, the manager agrees to work with the employee to implement telecommuting as described in the telecommuting policy and this agreement.

Manager Signature _____
Date

(Other Signatories as necessary: e.g. HR Director, Department Director, IT Director)

MEDICAL – Health Net	CURRENT MEDICAL	CURRENT MEDICAL PLAN, different RX
	INSURED PAYS:	INSURED PAYS:
Prescription Drugs Retail Pharmacy (30-day supply)	Tier 1 - \$10 copay Tier 2 - \$15 copay Tier 3 - \$25 copay	Tier 1 - \$15 copay Tier 2 - \$30 copay Tier 3 - \$50 copay
Mail Order (90-day supply)	Tier 1 - \$20 copay Tier 2 - \$30 copay Tier 3 - \$50 copay	Tier 1 - \$30 copay Tier 2 - \$60 copay Tier 3 - \$100 copay
Specialty Pharmacy	10% to a \$100 copay maximum per prescription. Not available through Mail Order.	10% to a \$100 copay maximum per prescription. Not available through Mail Order.

Kaiser - MEDICAL	CURRENT MEDICAL	CURRENT MEDICAL PLAN, different RX
	INSURED PAYS:	INSURED PAYS:
Prescription Drugs Retail Pharmacy (30-day supply)	\$10 copay	\$15 copay
Mail Order (90-day supply)	\$20 copay	\$30 copay
Specialty Pharmacy	Covered the same as any other medication.	Covered the same as any other medication.
Non-Participating Pharmacy	The member pays up front and submits a claim. For emergency services only.	The member pays up front and submits a claim. For emergency services only.

Maximum Vacation Accrual Side Letter of Agreement

January 2006

BACKGROUND

Pursuant to Article 16.4 of the current Agreement between the City of West Linn (City) and AFSCME (Union) bargaining unit employees may accumulate vacation hours to a maximum of three hundred and twenty (320) hours. This provision of the Agreement has not been enforced by the City of West Linn and as a result some bargaining unit employees have exceeded the maximum vacation accrual limit.

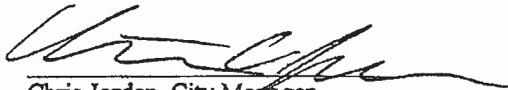
PURPOSE

As it is the desire of the City to comply with and enforce Article 16.4 of the Agreement, the City and the Union have negotiated and agreed to allow those bargaining unit employees whose vacation leave balance exceeds the maximum accrual limit to "cash in" any vacation hours accrued in excess of the maximum accrual limit. Additionally, in order to alleviate any undue burden to either the City or the employee the City and the Union have negotiated and agreed to allow those same employees the option of electing to receive a "cash out" of an additional forty (40) hours of vacation time. This will allow those employees time to manage their vacation leave accrual bank and to request time off before reaching the maximum accrual limit.

PROCEDURE

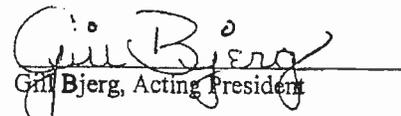
- I. Employees whose vacation leave accrual exceeds the maximum accrual limit of three hundred twenty (320) hours as of January 21, 2006 must "cash in" those hours that exceed the maximum accrual limit. This process will be completed no later than February 10, 2006.
- II. Employees whose vacation leave accrual exceeds the maximum accrual limit of three hundred twenty (320) hours as of January 21, 2006 will be allowed to "cash in" up to an additional forty hours (40) of vacation time.
- III. Upon acceptance of this agreement it is understood and agreed that vacation time will not continue to accrue when the vacation accrual balance has reached the maximum accrual limit as stated in the prevailing labor agreement. If an error is made and an employee's accrual bank is mistakenly credited with vacation hours in excess of the maximum accrual limit the City will deduct those excess hours without compensation to the employee.
- IV. Vacation accruals will again begin to accumulate when the accrual balance falls below the maximum accrual limit.
- V. Each bargaining unit employee is solely responsible to manage his or her accrual balance in such a way as to avoid the loss of accrued time.
- VI. Except for a bona fide emergency employees must request vacation leave far enough in advance so as to give the City the opportunity to facilitate the request without undue hardship on the department. Each department will notify the employees of the expected time frame that is to be considered adequate advance notice for a vacation request.
- VII. Vacation requests must be made in advance, and will not be unreasonably denied, except for bona fide needs of the City.

- VIII. Employees must advise their supervisor if their request for vacation time is due to a concern that they are approaching the maximum accrual limit.
- IX. If, after requesting vacation leave far enough in advance so as to give the City the opportunity to facilitate the request without undue hardship on the department and advising the supervisor that the request for vacation time off is due to a concern that the employee is approaching the maximum accrual limit, and is unable to take vacation leave because of work urgency, the employee and the Director of Human Resources or designee will be notified of the situation. The Human Resources Director or designee will then approve a temporary waiver of the maximum allowed unused balance. If a temporary waiver is approved it is the responsibility of the employee and the department to arrange and approve enough vacation time to bring the employee's leave balance below the maximum accrual limit. This is to be done as soon as possible.


Chris Jordan, City Manager


Dave Holmgren, Dir. of Human Resources


Susan Skites, Council Representative


Gill Bjerg, Acting President

JANUARY 13, 2006
Date

Memorandum of Understanding

Between
The City of West Linn
And
The American Federation of State, County and Municipal Employees
Local 350-1

October 2008

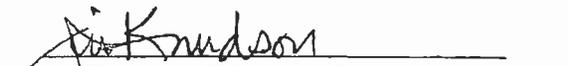
RE: Acting in Capacity

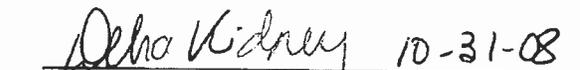
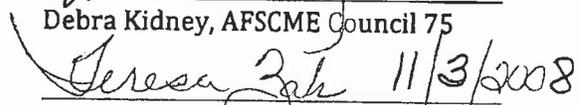
Because of recent state mandates regarding Direct Responsible Charge/Operational Decision Making in the water and environmental divisions, the City of West Linn and AFSCME City of West Linn Employees mutually agree to the following:

Qualified Utility Worker II/III assigned in writing by the Department Director or their designee to perform the duties of a higher paid "manager/supervisor" in the supervisor's absence, shall be compensated an additional 10% of their current base pay for every hour worked during the assignment.

In addition, if said employee is required to carry a pager for after hours stand-by, the employee acting in capacity will be further compensated according to Article 30, Stand-By as stated in the AFSCME Union Contract dated July 1, 2007 - June 30, 2010.


Christopher Jordan, City Manager


Jeri Knudson, Director of Human Resources

 10-31-08
Debra Kidney, AFSCME Council 75
 11/3/2008
Teresa Zak,
AFSCME Local 350-1 President

Date: 10/31/08

Sick Leave Bank

PURPOSE

The leave bank allows employees to donate accumulated sick leave for use by other employees whose sick and other paid leave has been exhausted. This leave bank is available to assist with closing the gap between accrued paid-time-off and long-term disability benefits.

GRANTING OF LEAVE BANK DAYS

Subject to the eligibility requirements, an employee, upon approval of the HR department, may receive up to 90 days of paid leave from the leave bank when all other leave is used. Such leave will not cover any time for which short-term or long-term disability benefits are received and is granted in one-day increments (except when the individual is eligible for intermittent leave under FMLA).

Employees may apply for Sick Leave Bank hours (1) when all of their available paid leave is exhausted, and (2) when additional leave is required for one of the following reasons:

- Serious illness or injury of the employee or the employee's spouse;
- Serious illness or injury of the employee's dependent, child or parent;
- An extraordinary circumstance that the HR Department deems appropriate.

"Serious illness or injury" uses the definition found in the Family and Medical Leave Act. It can also include a disability as defined in the Americans with Disabilities Act.

ADMINISTRATIVE PROCEDURES

Requests for use of the Leave Bank must include the reason for the request and the anticipated leave time. Appropriate documentation from a licensed health care provider is to be submitted.

Each request for use of Leave Bank will be evaluated. Various factors, including the following will be considered:

- Whether the reason for the leave is covered under this policy;
- The availability of sick leave, vacation leave, compensatory time, long term benefits or similar benefits; and
- The availability of leave within the Leave Bank.

Possible reasons to deny request for Leave Bank use:

- The employee does not meet leave criteria;
- The employee appears to have managed leave ineffectively (has used leave as accrued without medical certification);
- A lack of proper medical documentation; or

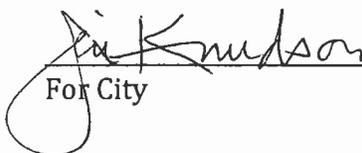
Attachment "D"

Memorandum of Agreement – Me Too Clause

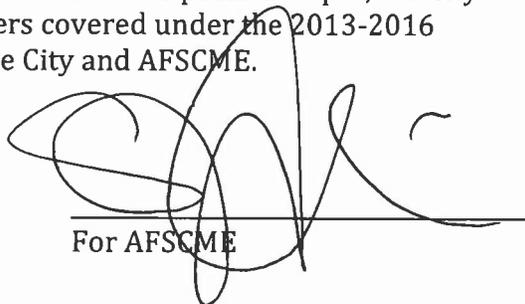
This Memorandum of Agreement (MOA) is entered into by and between the City of West Linn (City), and the American Federation of State, County and Municipal Employees Local 350-1, Council 75, AFL-CIO (AFSCME).

Me Too Clause – If non-represented employees receive a more favorable insurance premium split and/or if employees receive a higher VEBA contribution over the amounts negotiated under the terms of the 2013-2016 collective bargaining agreement between the City and AFSCME then the AFSCME represented employees, the City shall provide this increased benefit(s) to AFSCME members covered by this agreement.

If the police union negotiates a more favorable insurance premium split, the City shall provide this benefit to AFSCME members covered under the 2013-2016 collective bargaining agreement between the City and AFSCME.



For City



For AFSCME